

FRANCHISE DISCLOSURE DOCUMENT

POKEMOTO®

Poke Co Holdings LLC

a Connecticut limited liability company
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The franchise is the right to develop, own and operate a single “POKEMOTO®” branded shop featuring poke bowls, salads, and wraps with a variety of toppings and other complementary products, smoothies and beverages. The total investment necessary to begin operation of a Pokemoto shop is \$184,500 to \$378,400. This includes \$30,000 to \$31,500 that must be paid to the franchisor.

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

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

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

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

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

Issuance Date: March 29, 2024

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 or Exhibits D & E.
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 Pokemoto® 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 Pokemoto® franchisee?	Item 20 or Exhibits D & E list 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 G.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This Franchise*

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

1. **Out of State Dispute Resolution.** The franchise requires you to resolve disputes with the franchisor by arbitration or litigation only in the State of Texas. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in the State of Texas than in your home state.

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

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

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

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

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

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

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to:

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

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

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

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

The Franchisor

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

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

Our Parents, Predecessors and Affiliates

We have no predecessors.

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

Our affiliate, Pokemoto LLC, which shares our principal business address, owns the Marks (defined below) and has granted us the right to use and sublicense the use of the Marks. Pokemoto LLC has never owned or operated any Pokemoto Shops or sold franchises in any line of business, but it may do so in the future.

In March 2024, our affiliate, Muscle Maker Development, LLC (“MMD”), once again began offering franchises for Muscle Maker Grill® branded restaurants featuring healthier alternatives to fast food using ingredients such as chicken, steak, turkey, seafood, etc. to offer menu items like pastas, burgers, wraps, entrée salads, flatbread pizza, smoothies, and yogurt (including frozen yogurt), in a variety of assorted flavors. Previously, MMD offered franchises for Muscle Maker Grill® restaurants from July 2017 to December 2021. MMD shares our principal business address. As of the issuance date of this disclosure document, there are 12 Muscle Maker Grill® restaurants in the United States, 3 of which are owned by our affiliates and the remaining 9 restaurants are owned and operated by franchisees. MMD has never owned or operated Pokemoto shops, or offered franchises in any other line of business, but it may do so in the future.

Since April 2017, our affiliate, Muscle Maker Development International LLC (“MMDI”), which shares our principal address, has offered master franchises and unit franchises for Muscle Maker Grill restaurants outside the United States. MMDI has never owned or operated a Muscle Maker Grill restaurant, or offered franchises in any other line of business, but it may do so in the future.

Description of Franchise

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

To purchase a Pokemoto franchise, you will be required to sign our standard form of franchise agreement, the current form of which is attached to this disclosure document as Exhibit B (the “Franchise Agreement”). The Pokemoto Shop that you operate under your Franchise Agreement with us is referred to as “your Shop.” If you are not a natural person, any person that owns a direct or indirect ownership interest in you (“Principal”) must sign the Owner’s Guaranty, which is attached as Attachment B to the Franchise Agreement. We may designate some of your Principals as the controlling Principals (“Controlling Principals”). You must also designate a “General Manager” who will be the main individual responsible for operating your Shop. We recommend that you act as the General Manager.

Market and Competition

Our products are sold throughout the year and the market for poke bowls, salads, and wraps in general is developing and highly competitive. There is active price competition among food service businesses, as well as competition for personnel and for suitable and attractive commercial real estate sites. You must expect to compete with many other businesses offering comparably priced food and beverages. Competitors may be locally-owned or large regional or national chains.

Industry Regulations

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

ITEM 2
BUSINESS EXPERIENCE

Chief Executive Officer and Secretary: Michael J. Roper

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

Chief Operating Officer: Kenn Miller

Mr. Miller has been our Chief Operating Officer since May 2021 and has held the same positions with (i) MMDI since November 2020 and (ii) SGI and MMD since September 2018. Mr. Miller has held all positions with us and our affiliates from our corporate headquarters in Texas.

Chief Investment Officer and Chairman: Kevin Mohan

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

Chief Financial Officer: Jennifer Black

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

Chief Marketing Officer: Aimee Infante

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

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

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

Vice President Franchise Sales & Development: Michael A. Spavelko

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

Senior Vice President of Operations: Thienson Nguyen

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

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FEES

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

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

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

ITEM 6
OTHER FEES

Fees ⁽¹⁾	Amount	Due Date	Remarks
Royalty Fee ⁽²⁾	6% of Gross Sales	Weekly, on the date we specify (currently, Wednesday)	We will withdraw the Royalty Fee by EFT from your designated bank account.
Brand Development Fee	1% of Gross Sales	Weekly, on the date we specify (currently, Wednesday)	We will withdraw the Brand Development Fee by EFT from your designated bank account.
Technology Fee	Estimated to be \$75 to \$300 per month	Monthly	Currently not charged, but during the term of the Franchise Agreement, we may charge you a technology fee, which we expect will be in the range of \$75 to \$300 per month. This amount is subject to change.

Fees ⁽¹⁾	Amount	Due Date	Remarks
Gift Cards	Estimated to be \$75 to \$100 per pack of 500 cards.	As invoiced	Currently not required, but in the future we may require you to purchase gift cards from us or our affiliates. This amount is subject to change.
Initial Training Fee for replacement Controlling Principal or General Manager	\$1,500 per person	Before Training	You must pay us our then-current training fee (currently, \$1,500 per person) for training your replacement General Manager or Controlling Principal. You are responsible for the wages of your trainees and the expenses incurred by them while attending the training program, including travel, lodging, and meals. This amount is subject to change.
Additional On-Site Training	\$300 per trainer per day, plus actual cost travel, lodging, and meals	When billed	If you request that we provide additional training at your Shop, you must pay our then-current daily fee (currently, \$300 per trainer per day) for each trainer we send to your Shop, and you must reimburse each trainer's expenses, including travel, lodging and meals. This amount is subject to change.
Interest	1.5% per month or the highest rate allowed by applicable law, whichever is less	On demand	Interest may be charged on all overdue amounts. Interest will accrue from the original due date until payment is received in full
Audit Fee	Actual cost of audit	When billed	Payable only if we find, after an audit, that you have understated any amount you owe to us or Gross Sales by 2% or more. You must also pay the understated amount plus interest.
Unapproved Product or Service Fee	\$250 per day of use of unauthorized products or services	If incurred	Payable only if you sell any food, beverage, products, novelty items, clothing, souvenirs or perform any services that we have not approved or authorized.

Fees ⁽¹⁾	Amount	Due Date	Remarks
Transfer Fee	\$10,000	Along with your request for approval of the transfer	You are not required to pay the transfer fee in the event of transfer of the Shop and/or the Franchise Agreement from you (if you are an individual) to a corporation in which you own the entire issued and outstanding ownership interest.
Successor Franchise Fee	50% of our then-current initial franchise fee	Upon renewal of the Franchise Agreement	
Product and/or Supplier Evaluation	Actual cost of evaluation (estimated to be \$250 per product/supplier)	With request for approval	Payable if you request that we evaluate a product or supplier that we have not previously approved and that you want to use in your Shop. This fee will be refunded if we approve the product or supplier.
Liquidated Damages	An amount equal to average value of the Royalty Fees you paid and/or owed to us during the 52 weeks prior to termination multiplied by the lower of the following (i) 104, being the number of weeks in 2 full years, or (ii) the number of weeks remaining during the term of the applicable Franchise Agreement	Immediately upon termination	Payable if we terminate the Franchise Agreement for cause.
Management Fee	5% of Gross Sales, plus expenses	If incurred	This amount is payable only if we step in and manage your Shop, or designate a third party to manage your Shop, in following circumstances: (1) if you abandon or fail to actively operate your Shop; (2) if we are entitled to terminate the Franchise Agreement; or (3) if the Franchise Agreement expires or is terminated and we are deciding whether to exercise our option to purchase your Shop.
Costs and Attorneys' Fees	Actual legal costs and attorneys' fees incurred by us in connection with any dispute arising from the Franchise Agreement	On demand	If we prevail in any dispute arising from the Franchise Agreement, then you must pay us the legal costs and reasonable attorney fee incurred by us in connection with such dispute.

Fees ⁽¹⁾	Amount	Due Date	Remarks
Indemnification	Actual costs incurred by us from claims that arise from your operation of the Shop	On demand	You must reimburse us for the costs we incur if we are sued or held liable for claims that arise from your operation of the Shop or for costs associated with defending claims that you used the trademarks in an unauthorized manner.
Insurance	Reimbursement of our costs	If incurred	If you do not maintain the required insurance coverages, we may obtain it on your behalf, and you must reimburse us.

Notes:

1. Except as noted above, all fees described in this Item 6 are non-refundable. The fees are not uniformly imposed because we have negotiated some of these fees with certain franchisees.
2. For the purposes of determining the fees to be paid under the Franchise Agreement, “Gross Sales” shall mean the total selling price of all services and products and all income of every other kind and nature related to the Shop (including any sales or orders of food products or food preparation services provided from or related to the Shop), delivery and catering, whether for cash or credit and regardless of collection in the case of credit. In the event of a cash shortage, the amount of Gross Sales shall be determined based on the records of the point of sale system and any cash shortage shall not be considered in the determination. Gross Sales expressly excludes taxes collected from your customers and paid to the appropriate taxing authority, customer refunds or adjustments, or third-party delivery fees. If you do not report the Shop’s Gross Sales, we may debit your account for 120% of the last Royalty Fee and Brand Development Fee that we debited. If the Royalty Fee and Brand Development Fee we debit are less than the Royalty Fee and Brand Development Fee you actually owe us, once we have been able to determine the Shop’s true and correct Gross Sales, we will debit your account for the balance on a day we specify. If the Royalty Fee and Brand Development Fee we debit are greater than the Royalty Fee and Brand Development Fee you actually owe us, we will credit the excess against the amount we otherwise would debit from your account during the following month. If any state imposes a sales or other tax on the royalty fees, then we may collect this tax from you.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be Made
Initial Franchise Fee ⁽¹⁾	\$30,000	Lump Sum	On signing Franchise Agreement	Us
Rent – 3 Months ⁽²⁾	\$9,000 to \$27,000	As determined by Landlord	Before opening	Landlord
Security Deposit ⁽³⁾	\$3,000 to \$9,000	As arranged	As arranged	Landlord, Utility Companies
Leasehold Improvements ⁽⁴⁾	\$80,000 to \$200,000	As arranged	As arranged	Third-party Approved Supplier
Equipment, Furniture and Signs ⁽⁵⁾	\$38,000 to \$53,000	As arranged	As arranged	Third-party Suppliers, including Approved Suppliers
Computer System (including the POS System) ⁽⁶⁾	\$1,500 to \$3,000	As arranged	As arranged	Third-party Suppliers, including Approved Suppliers
Video Surveillance System ⁽⁷⁾	\$1,000 to \$5,000	As arranged	As arranged	Third-party Suppliers, including Approved Suppliers
Insurance – Annual Premium ⁽⁸⁾	\$1,500 to \$7,400	As arranged	As arranged	Insurance Companies
Permits and Licenses ⁽⁹⁾	\$500 to \$1,000	As arranged	As arranged	Government Agencies
Initial Inventory ⁽¹⁰⁾	\$5,000 to \$10,000	As arranged	As arranged	Third-party Suppliers, including Approved Suppliers
Initial Training Fee and Travel Expenses for Training ⁽¹¹⁾	\$2,500 to \$6,000	As arranged	As incurred	Us, Third-party Suppliers, and Employees
Professional Fees ⁽¹²⁾	\$500 to \$5,000	As arranged	As arranged	Third-party Suppliers
Grand Opening ⁽¹³⁾	\$7,000 to \$12,000	As arranged	As incurred	Third-party Suppliers
Additional Funds – 3 Months ⁽¹⁴⁾	\$5,000 to \$10,000	As arranged	As incurred	Various
Total	\$184,500 to \$378,400			

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

Notes:

1. **Initial Franchise Fee.** The initial franchise fee for your first Pokemoto Shop is \$30,000. We discount the initial franchise fee to \$25,000 for your or your affiliates' second Pokemoto Shop, and to \$20,000 for your or your affiliates' third and each subsequent Pokemoto Shop. If you or your owners are active members of, or were honorably discharged from, the United States armed forces and remain in good standing under all agreements with us, we may reduce your initial franchise fee to \$20,000.
2. **Rent.** If you do not own adequate property (which we expect to be the case), you must lease the property for your business. The typical size for a Pokemoto Shop is 1,000 to 2,000 square feet. This range also includes the pro rata share of common area maintenance, real estate taxes, insurance, and other charges. The costs for a suitable location depend on factors such as property location, population density, economic climate, prevailing interest rates and other financing costs, conditions of the property and extent of alterations required for the property. You should investigate all of these costs in the area where you wish to establish a Shop.
3. **Security Deposits.** We expect that you will need to pay deposits for your local utilities, such as telephone, electricity and gas, and your landlord may require you to pay a security deposit. The amount of your deposits will depend, in part, on your credit rating and the policies of the individual utility companies. Our estimate assumes that your landlord will require one to two month's rent as a security deposit.
4. **Leasehold Improvements.** The cost of leasehold improvements depends on numerous factors, including: (i) the size and configuration of the premises; (ii) pre-construction costs (such as demolition of existing walls and removal of existing improvements and fixtures); and (iii) cost of materials and labor, which may vary based on geography and location. Our estimates are based on the assumption that your landlord will provide a shell space that includes a level concrete floor suitable for floor covering, air conditioning, electricity, gas, sewers, bathroom facilities, water and plumbing suitable for a retail business. Leasehold improvements needed may include proper wiring and plumbing, floor covering, wall covering, partitions, lighting and fixtures, storefront modifications, painting, cabinetry and the like. Our estimate does not include any tenant improvement allowance that you may negotiate.
5. **Equipment, Furniture and Signs.** The range includes the cost of purchasing all equipment (i.e., freezer units, refrigeration units, toppings bar, and smallwares), furniture, and the interior and exterior signage you will need for your Shop.

6. **Computer System.** The range includes the cost of purchasing the point of sale system and the Computer System (as defined in Item 11) required for your Shop.
7. **Video Surveillance System.** We recommend but do not require you to install a video surveillance system at your Shop.
8. **Insurance.** The range includes the cost of premiums for the insurance coverages that you are required to maintain in connection with the development and operation of your Shop. See Item 8 for the list of minimum required insurance coverages.
9. **Permits and Licenses.** Our estimate includes the cost of obtaining local business licenses which typically remain in effect for one year.
10. **Initial Inventory.** Our estimate includes your initial inventory of sashimi grade fish, sauces, rice, produce, toppings, bowls, paperwares, spoons and cleaning supplies.
11. **Initial Training Fees including the Travel and Living Expenses While Training.** We do not charge any training fee for you (or one of your Controlling Principals) and your General Manager; however, you must pay us in lump sum a training fee of \$1,500 to train any additional trainees. The training fee is fully earned by us upon the execution of the Franchise Agreement. The training fee is uniformly imposed and is not refundable under any circumstances. This estimate includes the initial training fee of \$1,500 for us to train each additional trainee, and your out-of-pocket costs associated with attending our initial training program, including travel, lodging, meals, and applicable wages for the first two trainees. Your costs may vary depending on your selection of lodging and dining facilities and mode and distance of transportation. The lower end of our estimate assumes that the trainees live within driving distance of our training facility.
12. **Professional Fees.** We expect that you will retain an attorney and an accountant to assist you with evaluating this franchise offering, and with negotiating your lease or purchase agreement for the approved location.
13. **Grand Opening Expenses.** We require that you conduct an advertising campaign announcing the grand opening of your Shop. You must spend at least \$7,000 on your grand opening campaign, but depending on the density of population in the neighborhood of your Shop, we may require you to spend up to \$12,000 on your grand opening campaign.
14. **Additional Funds.** This amount is our estimate of what you will need to cover the gap between your revenues and your operating expenses, including employees' salaries during your first 3 months of operation. These estimates do not include costs you may incur for any debt that you may service, your living expenses, or your own salary, if you manage the Shop.

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

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

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

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

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

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

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

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

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

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

We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products, equipment, or services to some or all of the Pokemoto Shops in our System. As of the date of this disclosure document, we and our affiliates do not derive any revenue from direct sales or leases of products and services to our franchisees, but we receive rebates in the range of 6% to 10% and \$5 to \$300 per unit purchased by franchisees from our approved suppliers of food and beverage. In the fiscal year 2023, we received rebates in the amount of \$107,203 (approximately 18% of our total revenue in 2023 fiscal year of \$580,000) from third party suppliers based on franchisee purchases of required goods or services.

We may collect and retain any and all allowances, rebates, credits, incentives, or benefits offered by manufacturers, suppliers, and distributors to you, to us, or to our affiliates, based upon your purchases of products and services from manufacturers, suppliers, and distributors. We or our affiliates may collect and retain any or all of these amounts without restriction (unless otherwise instructed by the manufacturer, supplier, or distributor).

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

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

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

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

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

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

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

ITEM 9
FRANCHISEE’S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/ lease	Article 2 and Sections 5.1 and 5.2	Items 8 and 11

Obligation	Section in Franchise Agreement	Disclosure Document Item
b. Pre-opening purchases/leases	Sections 2.5, 5.8, 5.9, 5.10 and 8.5, and Articles 6 and 7	Items 5, 6, 7, 8 and 11
c. Site development and other pre-opening requirements	Articles 2 and 6	Items 7, 8 and 11
d. Initial and ongoing training	Section 6.4	Items 5, 6, 7 and 11
e. Opening	Section 2.6 and Article 6	Items 5, 6, 7 and 11
f. Fees	Sections 4, 8, 11, 14 and 18	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	Sections 2, 3, 6, 7, 8, 9, 10, 11, 12	Items 8, 11, 13, 14, and 16
h. Trademarks and proprietary information	Article 10, Sections 10.1 and 10.2, and Attachment D	Items 11, 13 and 14
i. Restrictions on products/services offered	Sections 7.5 and 7.10	Items 8 and 16
j. Warranty and customer service requirements	Articles 6 and 7	Item 8
k. Territorial development and sales quotas	Not applicable	Item 12
l. Ongoing product/service purchases	Article 7	Items 6 and 8
m. Maintenance, appearance and remodeling requirements	Sections 2.4, 2.5, 7.2, 7.3, 18.11, and 19.21	Items 8 and 11
n. Insurance	Article 12	Items 7 and 8
o. Advertising	Article 8	Items 6, 8 and 11
p. Indemnification	Article 15	Item 6
q. Owner's participation/management/staffing	Sections 6, 14, 15 and 19	Items 11 and 15
r. Records and Reports	Sections 4.2, 7.7, and 7.9 and Article 11	Item 6
s. Inspections and audits	Sections 2.5, 7.5, and 11.3	Items 6, 8 and 11
t. Transfer	Article 14	Items 6 and 17
u. Renewal	Section 3.2	Items 6 and 17
v. Post-termination obligations	Article 18	Items 6 and 17
w. Non-competition covenants	Article 10	Item 17
x. Dispute Resolution	Sections 19.7, 19.8, 19.8, and 19.10	Items 6 and 17

Obligation	Section in Franchise Agreement	Disclosure Document Item
y. Liquidated Damages	Section 18.14	Item 6

ITEM 10
FINANCING

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

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

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

Pre-Opening Obligations

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

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

5. We will provide you the list of our approved suppliers equipment, signs, fixtures, opening inventory, supplies and other materials that must be used in the development and operation of your Shop. However, we do not assist with providing equipment, signs, fixtures, opening inventory, and supplies (Franchise Agreement, Sections 5.9 and 7.4.)

6. We will provide initial training to you and your trainees. (Franchise Agreement, Sections 5.10 and 6.4.)

Obligations During the Operation of Your Shop

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

1. As we reasonably determine necessary, visits to and evaluations of the Shop and the products and services provided to make sure that our high standards of quality, appearance and service of the System are maintained. (Franchise Agreement, Sections 5.5 and 7.5.6.)

2. We will grant you access to our Manual, which we may revise during the term of your Franchise Agreement. (Franchise Agreement, Sections 5.4 and 10.1.)

3. We will give advice and provide written materials concerning techniques of managing and operating the Shop, including new developments and improvements in equipment, products, recipes, packaging and preparation. (Franchise Agreement, Section 5.7.)

4. Upon your request, we will, subject to the availability of our personnel, provide on-site training assistance to you. You must pay our per diem fee for each trainer providing the training as well as reimburse our trainer's expenses. (Franchise Agreement, Section 6.4.2.)

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

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

Grand Opening Advertising: We require that you conduct an advertising campaign announcing the grand opening of your Shop. You must receive our prior written approval of your grand opening campaign before you implement it. You must spend at least \$7,000 on your grand opening campaign, but depending on the density of population in the neighborhood of your Shop, we may require you to spend up to \$12,000 on your grand opening campaign.

Brand Development Fund: You must contribute 1% of the Gross Sales of your Shop to the Brand Development Fund (the "Fund"). This Fund contribution must be paid on a weekly basis in the same manner as the royalty payments. As of the issuance date of this disclosure document, all

Pokemoto franchisees are required to contribute to the Fund at the same rate. As of the issuance date of this disclosure document, Pokemoto Shops owned by our affiliates do not contribute to the Fund. In the fiscal year 2023, the Fund contributions were spent as follows: 50% on production, 25% on media placement, 10% on administrative expenses, and 15% on other miscellaneous expenses. The Fund will be maintained and administered by us or our designee as follows:

1. We direct all advertising programs and have exclusive control over creative concepts, materials and media used in the programs and their placement and allocation. The Fund is intended to maximize general public recognition and acceptance of the Marks and improve the collective success of all Pokemoto Shops operating under the System. In administering the Fund, we and our designees are not required to make expenditures for you that are equivalent or proportionate to your contribution or to make sure that any particular franchisee benefits directly or pro rata from the placement of advertising. We are not obligated to spend any amount on advertising in the vicinity of your Shop.

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

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

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

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

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

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

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

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

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

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

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

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

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

Training: No later than 30 days before the date you commence the operation of your Shop, you (or one of your Controlling Principals) and your General Manager must attend and complete, to our satisfaction, our mandatory initial training program which will be taught by our training instructors. We will conduct this training at our affiliate's Pokemoto Shop or at another location we designate. Initial training programs will be offered at various times during the year depending on the number of new franchisees entering the System, replacement general managers and other personnel needing training, the number of new Pokemoto Shops being opened and the timing of the scheduled openings of Pokemoto Shops. The initial training program takes approximate 2 weeks to complete and is mandatory for all franchisees and their general managers. We may replace any part of the in-person training program with virtual training via the Internet or pre-recorded training videos.

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

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

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

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

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Employment Handbook	1 ½	0	Wichita, KS or any affiliate owned Pokemoto Shop that we designate
Applications and Contracts	½	1	Wichita, KS or any affiliate owned Pokemoto Shop that we designate
Distributors and Vendors	½	2	Wichita, KS or any affiliate owned Pokemoto Shop that we designate
POS System	½	4	Wichita, KS or any affiliate owned Pokemoto Shop that we designate
Products & Recipes	½	4	Wichita, KS or any affiliate owned Pokemoto Shop that we designate
Food Preparation and Toppings Handling	½	12	Wichita, KS or any affiliate owned Pokemoto Shop that we designate
Opening and Closing Procedures	½	4	Wichita, KS or any affiliate owned Pokemoto Shop that we designate
Cleanliness/Cleaning Procedures	½	2	Wichita, KS or any affiliate owned Pokemoto Shop that we designate
Front End and Cashier Duties	½	6	Wichita, KS or any affiliate owned Pokemoto Shop that we designate
Back End “Back person” Duties	½	8	Wichita, KS or any affiliate owned Pokemoto Shop that we designate

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
General Store Operations	½	8	Wichita, KS or any affiliate owned Pokemoto Shop that we designate
Equipment and Machine Operation/Cleaning	½	2	Wichita, KS or any affiliate owned Pokemoto Shop that we designate
Store Inventory Control	½	2	Wichita, KS or any affiliate owned Pokemoto Shop that we designate
TOTAL	7.5	55	

The above “HOURS ON THE JOB TRAINING” entail a recommended minimum of five full days at Wichita, Kansas.

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

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

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

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

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

Computer and Point of Sale Systems: You must purchase or lease the following according to our standards and specifications in the Manuals (collectively, the “Computer System”): (a) back office data, audio, video, and voice storage, retrieval, and transmission systems; (b) point of sale systems; (c) physical, electronic, and other security systems; (d) printers and other peripheral devices; (e) archival back-up systems; (f) software and other hardware, and (g) internet access. Neither we and our affiliates nor any third-party contracted by us owes any obligations to provide ongoing, maintenance, repairs, or updates to the Computer Systems. We will have independent access to your Computer System and the data stored on it at all times. The Franchise Agreement does not limit our ability to require you to update and/or upgrade your Computer System.

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

ITEM 12 **TERRITORY**

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

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

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

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

Our affiliate, MMD, has franchised Muscle Maker Grill® branded restaurants that offer healthier alternatives to fast food using ingredients such as chicken, steak, turkey, seafood, etc. to offer

menu items like pastas, burgers, wraps, entrée salads, flatbread pizza, smoothies, and yogurt (including frozen yogurt), in a variety of assorted flavors. While we and MMD have the same principal business address and use the same office space for Pokemoto® and Muscle Maker Grill® corporate operations, we maintain separate training facilities for both these businesses.

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

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

ITEM 13
TRADEMARKS

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

You may not use the Marks as a part of your corporate or other legal name, and you must comply with our instructions in filing and maintaining trade name or fictitious name registrations. You must sign any documents we require to protect the Marks or to maintain their continued validity and enforceability. In addition, you may not directly or indirectly contest the validity of our or our affiliate’s rights in and to the Marks.

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

Mark	Registration Date	Registration Number
Pokemoto	October 30, 2018	5595624

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

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

are no other agreements which significantly limit our right to use or to license others to use the Marks.

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

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

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

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

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

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

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

agreement to protect or defend our copyrights, although we intend to do so. We do not know of any infringing uses of or superior rights in our copyrighted materials.

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

You must treat the Manual and any other manuals we create or approve for use in your operation of the Shop, and the information contained in them, as confidential. You must also use all reasonable efforts to maintain this information as secret and confidential and you must not duplicate, copy, record or otherwise reproduce these materials, in whole or in part, or make them available to any unauthorized person. The Manual remains our sole property and must be kept in a secure place on the Shop premises.

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

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

Neither you nor anyone on your behalf, will divulge or use for the benefit of any other person, persons, partnership, association or corporation any Confidential Information. You shall divulge such Confidential Information only to such personnel of your Shop who must have access to it in order to operate your Shop. Neither you nor anyone on your behalf shall at any time, without our prior written consent, copy, duplicate, record or otherwise reproduce any Confidential Information, in whole or in part, nor otherwise make any Confidential Information available to any unauthorized person. You must adopt, implement, and maintain administrative, physical and technical safeguards to prevent unauthorized use or disclosure of our Confidential Information, including by establishing reasonable security and access measures and restricting its disclosure to key personnel and/or by requiring persons who have access to such Confidential Information to be

bound by contractual obligations to protect such Confidential Information and preserve our rights and controls in such Confidential Information, in each case that are no less protective or beneficial to us than the terms of this Agreement.

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

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

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

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

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

You must also obtain covenants not to compete, including covenants applicable on the termination of the person's relationship with you, from your General Manager and any of your other personnel who have received or will have access to our training before employment, and any holder of a beneficial interest in you (except for any limited partners). You must have all of your management personnel sign covenants that they will maintain the confidentiality of information they receive, or have access to, based on their relationship with you.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must sell or offer for sale all menu items, food products, and other products and services we require, in the manner and style we require. You must sell and offer for sale only the menu items and other products and services that we have expressly approved in writing. You must not deviate from our System Standards without our prior written consent. You must discontinue selling and offering for sale any menu items, products or services that we may disapprove in writing at any time. We may change the types of menu items, products and services offered by you at the Shop at any time, and there are no limits on our right to make those changes.

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

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

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Franchise Agreement Section 3.1	Term continues for 10 years from the date of the Franchise Agreement unless terminated earlier.
b. Renewal or extension of the term	Franchise Agreement Section 3.2	Agreement may be renewed at your option for one additional term of five years.
c. Requirements for franchisee to renew or extend	Franchise Agreement Section 3.2	You must provide notice that you wish to renew your Franchise Agreement between six (6) and nine (9) months prior to the expiration of the then-current term of the Franchise Agreement; you must be current in all payments and not in default of your Franchise Agreement; if we require, you must renovate and/or upgrade your Shop (including equipment); you are able to maintain the possession of the premises of your Shop; you must sign release, sign renewal Franchise Agreement and pay renewal fee; pay us renewal fee. You may be asked to sign a contract with materially different terms and conditions than your original contract.
d. Termination by franchisee	N/A	You may terminate the Franchise Agreement on any grounds available under the applicable law.
e. Termination by franchisor without cause	N/A	We may not terminate the Franchise Agreement without cause.
f. Termination by franchisor with "cause"	Franchise Agreement Section 17.1.1	We may terminate the Franchise Agreement upon delivery of notice to you if you are in default under the terms of the Franchise Agreement, as further outlined below.

Provision	Section in Franchise Agreement	Summary
g. “Cause” defined – curable defaults	Franchise Agreement Sections 17.1.3 and 17.2	You will have the opportunity to cure your defaults under the Franchise Agreement, if: you or any of your affiliates to pay any monies owed to us, or our affiliates or vendors within five days after notice (or longer period required); you obtain signed copies of the confidentiality and non-competition covenants contained in the Franchise Agreement within five days after a request; propose a qualified replacement or successor General Manager in a timely manner; you rectify your unauthorized use the Marks within 24 hours after notice; and cure any other default that is susceptible of cure within 30 days after notice. A default under other franchise agreements or any other agreements in effect between us (or any of our affiliates) and you (or any of your affiliates), will constitute a default under the Franchise Agreement, which may be cured within the statutory or contractual cure period, if any.
h. “Cause” defined – non-curable defaults	Sections 17.1.2 and 17.1.3	You will not have the opportunity to cure your defaults under the Franchise Agreement, if: you become insolvent, make a general assignment for benefit of creditors; file a petition or have a petition initiated against you under federal bankruptcy laws, have outstanding judgments against you for over 30 days; sell unauthorized products or services; fail to acquire an accepted location within time required, fail to remodel when required; fail to open your Shop when required; fail to comply with any term and condition of any sublease or related agreement and have not cured the default within the given cure period; abandon or lose possession of your Shop’s premises; you are convicted of a felony or other crime that may have an adverse effect on the System or Marks; you transfer any interest without our consent; you maintain false books or records; repeated defaults (whether or not cured). A default under other franchise agreements or any other agreements in effect between us (or any of our affiliates) and you (or any of your affiliates), will constitute a default under the Franchise Agreement, and we may terminate the Franchise Agreement if such default is not cured within the statutory or contractual cure period, if any.
i. Franchisee’s obligations on termination/non-renewal	Franchise Agreement Section 18	You must: stop operating the Shop and using the Marks and System and completely de-identify the business; pay all amounts due to us or our affiliates; return the Manual and all other proprietary materials, comply with confidentiality requirements; pay liquidated damages (if applicable); and at our option, sell or assign to us your rights in all or a portion of the Shop premises and the equipment and fixtures used in the business.

Provision	Section in Franchise Agreement	Summary
j. Assignment of contract by franchisor	Franchise Agreement Section 14.1	We may transfer or assign the Franchise Agreement to any person or entity without restriction. However, no assignment will be granted except to an assignee who, in our good faith judgment, is willing and able to assume our obligations.
k. “Transfer” by franchisee – defined	Franchise Agreement Section 14.2.1	Includes sale, assignment (including but not limited to by operation of law, such as an assignment under bankruptcy or insolvency laws, in connection with a merger, divorce or otherwise), gift, conveyance, pledge, mortgage or other encumbrance of any interest in the Franchise Agreement, the Shop or you (if you are not a natural person).
l. Franchisor approval of transfer by franchisee	Franchise Agreement Section 14.2.2	You must obtain our consent before transferring any interest. We will not unreasonably withhold our consent.
m. Conditions for franchisor approval of transfer	Franchise Agreement Section 14.2.2	You must pay all amounts due us or our affiliates, not otherwise be in default, sign a general release, and pay a transfer fee. Transferee must meet our criteria, complete training program, sign current Franchise Agreement and related agreements, take over the lease for the Shop, and we may require the transferee to remodel the Shop.
n. Franchisor’s right of first refusal to acquire franchisee’s business	Franchise Agreement Section 14.4	Within 30 days after notice, we have the option to purchase the transferred interest on the same terms and conditions offered to you.
o. Franchisor’s option to purchase franchisee’s business	Franchise Agreement Sections 14.4 and 18.12	We also may repurchase all or a portion of the assets of your Shop on termination or non-renewal of your Franchise Agreement.
p. Death or disability of franchisee	Franchise Agreement Section 14.5	Upon your and/or your Principal’s death or permanent disability (as applicable), the distribute of your or such Principal’s interest must be approved by us, or franchise must be transfer to someone approved by us within 12 months after death or notice of permanent disability.

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

Provision	Section in Franchise Agreement	Summary
w. Choice of Law	Franchise Agreement Section 19.8	The Franchise Agreement is to be interpreted, governed and construed under the laws of the State of Texas (subject to applicable state law).

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

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

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

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

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Company-Owned (Note 1)	2021	7	8	+1
	2022	8	13	+5
	2023	13	8	-5

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchisee-Owned	2021	5	6	+1
	2022	6	13	+7
	2023	13	25	12
Total Outlets	2021	12	14	+2
	2022	14	26	+12
	2023	26	33	+7

Notes to Table 1:

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

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

State	Year	Number of Transfers
Connecticut	2021	0
	2022	1
	2023	0
Total	2021	0
	2022	1
	2023	0

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

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
CT	2021	2	1	0	0	0	0	3
	2022	3	4	0	0	0	0	7
	2023	7	4	0	0	0	1	10

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
FL	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
GA	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	1	0
	2023	0	0	0	0	0	0	0
KS	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
MA	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	1	0	0	0	1	3
MS	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
NJ	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
NY	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	1	0	0	0	0	2
RI	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
SC	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
TN	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1

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

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

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
CT	2021	6	0	0	0	0	6
	2022	6	0	0	0	0	6
	2023	6	0	0	0	4	2
FL	2021	0	0	0	0	0	0
	2022	0	2	0	1	0	1
	2023	1	1	0	0	0	2
KS	2021	0	0	0	0	0	0
	2022	0	1	0	0	0	1
	2023	1	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
MD	2021	0	1	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
NY	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
OK	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
PA	2021	0	0	0	0	0	0
	2022	0	1	0	0	0	1
	2023	1	0	0	1	0	0
RI	2021	1	0	0	0	0	1
	2022	1	0	0	1	0	0
	2023	0	0	0	0	0	0
VA	2021	0	0	0	0	0	0
	2022	0	4	0	1	0	3
	2023	3	0	0	3	0	0
Total	2021	7	1	0	0	0	8
	2022	8	8	0	3	0	13
	2023	13	3	0	4	4	8

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

States	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned* Outlets in the Next Fiscal Year
AL	1	1	0
CA	1	1	0
CT	4	2	0

States	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned* Outlets in the Next Fiscal Year
FL	2	2	0
MS	2	2	0
NJ	1	1	0
NY	1	1	0
PA	2	1	0
PR	1	1	0
RI	4	1	0
SC	2	2	0
TX	3	2	0
VA	1	1	0
TOTAL	25	18	0

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

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

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

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

ITEM 21 **FINANCIAL STATEMENTS**

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

ITEM 22
CONTRACTS

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

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

ITEM 23
RECEIPTS

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

EXHIBIT A
FINANCIAL STATEMENTS

POKE CO HOLDINGS LLC

Financial Statements

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

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Independent Auditor's report

Board of Directors and Members
Poke Co Holdings LLC

Opinion

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

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

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

Independent Auditor's Report

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

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

Kreit & Chin CPA LLP

New York, NY

March 26, 2024

Poke Co Holdings LLC
Balance Sheet

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

See Accompanying Notes to the Financial Statements

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

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

See Accompanying Notes to the Financial Statements

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

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

See Accompanying Notes to the Financial Statements

Poke Co Holdings LLC
Statement of Cash Flows

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

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

See Accompanying Notes to the Financial Statements

1. Nature of Operations

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

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

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

2. Summary of Significant Accounting Policies

Basis of Presentation and Financial Statements

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

Use of Estimates and Assumptions

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

Cash and Cash Equivalents

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

Accounts Receivable

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

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

Poke Co Holdings LLC

Notes to the Financial Statements

Revenue Recognition

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

Royalties

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

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

Initial Franchise Fees

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

Rebates

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

Deferred Revenue

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

Income Taxes

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

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

Fair Value of Financial Instruments

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

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

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

COVID-19 Impact on Concentration of Risk

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

Reclassifications

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

Subsequent Events

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

Poke Co Holdings LLC
Notes to the Financial Statements

2. Deferred Revenue

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

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

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

3. Notes Receivable

Notes Receivable consist of the following:

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

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

4. Due to / from Affiliates

Due to / from Affiliates consist of the following:

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

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

5. Accounts Payables and Accrued Expenses

Accounts payables and accrued expenses consist of the following:

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

6. Commitments and Contingencies

Franchising Agreements

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

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

Contingencies

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

7. Subsequent Events

Brokerage agreement

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

EXHIBIT B

FRANCHISE AGREEMENT

POKE CO HOLDINGS LLC
FRANCHISE AGREEMENT

FRANCHISEE

DATE _____

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ATTACHMENTS

- A - Approved Location; Statement of Ownership; Other Data
- B - Owner's Guaranty
- C - Form of Lease Rider
- D - Franchisee Disclosure Acknowledgment Statement

POKE CO HOLDINGS LLC

FRANCHISE AGREEMENT

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

W I T N E S S E T H:

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

WHEREAS, the System includes, among other things, specified exterior and interior designs, décor, color schemes, and furnishings; proprietary and non-proprietary products and ingredients; proprietary and non-proprietary recipes and special menu items; and specified standards, specifications, and procedures for operations, quality and uniformity of products and services, inventory management and financial controls, training and assistance, and advertising and promotional programs, all of which we may change, improve, discontinue, and further develop from time to time;

WHEREAS, we grant franchises for the right and license to use and be a part of the System, you have requested that we grant you a franchise to do so, and we are willing to grant your request on the terms and conditions contained in this Agreement.

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

ARTICLE 1 **GRANT**

1.1 Grant of Franchise

In reliance on the representations and warranties made to us by you (or your Controlling Principal (as defined in Section 19.17), if you are not a natural person), we hereby grant to you, upon the terms and conditions in this Agreement, the right and license, and you hereby accept the right and obligation, to develop and operate a Pokemoto Shop at a specific Approved Location (defined below), identified by the Marks and using the System in accordance with this Agreement (“your Shop”). You (or your Controlling Principal, if you are not a natural person) have represented to us that you have entered into this Agreement with the intention to comply fully with the obligations to develop and operate your Shop and not for the purpose of reselling or delegating to someone else the rights to do so.

1.2 Approved Location

The specific street address of your Shop location accepted by us will be set forth in Attachment A hereto (the “Approved Location”). This Agreement does not grant to you the right or license to operate your Shop or any other Pokemoto Shop at any other location, to offer or sell any products or services described under this Agreement at or from any other location, or to sell any products at wholesale or via the internet.

1.3 Relocation

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

1.4 No Protected or Exclusive Territory

Your rights are limited to the operation of your Shop at the Approved Location. You do not receive any protected or exclusive territory under this Agreement. You acknowledge and understand that the rights granted hereunder pertain only to the establishment of your Shop at the Approved Location and that our affiliates currently operate, or may in the future operate, Shops and other businesses under the same Marks or different marks and with operating systems that are the same as or similar to the System, and that such businesses might compete with your Shop.

1.5 Our Reserved Rights

We and our affiliates retain all rights with respect to Pokemoto Shops, the Marks, and the System including the right:

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

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

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

ARTICLE 2
SITE SELECTION, PLANS AND CONSTRUCTION

2.1 Your Responsibility to Develop your Shop

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

2.2 Approval of Location and Possession Agreement

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

2.2.2 You must submit to us and request our approval of the proposed Possession Agreement within 15 days following our written approval of your Approved Location but in no event later than 90 days following the Effective Date. You must provide us with a fully executed copy of the Possession Agreement within 10 days after its execution. If you intend to occupy the Approved Location under a lease or sublease, we require that it include certain provisions, including those reflected in our then-current form of lease rider (the current form of which is attached as Attachment C hereto), to ensure the continuity of the Pokemoto brand at the location and to protect the goodwill associated with the Marks.

2.3 Zoning Clearances; Permits; Licenses; Insurance

You are responsible for obtaining all required zoning classifications and clearances, and all permits, licenses and certifications required by the local government for the lawful construction and operation of your Shop. You agree to provide us with copies of all such documentation on our request. Before you begin construction activities on the site, you must obtain and provide us with certificates evidencing all insurance coverages required by local law and this Agreement.

2.4 Design of your Shop

You must obtain any architectural, engineering and design services necessary for the construction of your Shop at your own expense from an architectural design firm we approve, which approval will not be unreasonably withheld. We will provide you with our prototypical architectural and design plans and specifications, and you are responsible for working with your architects and contractors for adapting the prototypical plans and specifications as necessary to comply with local

laws and to accommodate the unique features of the Approved Location. You must obtain our written approval of all such adaptations and, once approved, you must construct your Shop in accordance with the approved adapted design plans and specifications. You acknowledge that our review of such plans relates only to compliance with the System and presentation of the Marks, and that acceptance by us of such plans does not constitute our representation, warranty, or guarantee, express or implied, that such plans are complete, free of error, or in compliance with all local laws and ordinances.

2.5 Build-Out of Your Shop

You will commence and diligently pursue construction or remodeling (as applicable) of your Shop at the Approved Location. During construction or remodeling, you will provide us with periodic reports regarding the progress of the construction or remodeling as we may reasonably request. In addition, we may make such on-site inspections as we may deem reasonably necessary to evaluate such progress. You will notify us of the scheduled date for completion of construction or remodeling no later than 30 days prior to such date. Within a reasonable time after the date of completion of construction or remodeling, we may, at our option, conduct an inspection of your Shop. You agree that you will not open your Shop for business without our written authorization and that our authorization to open will be conditioned upon your strict compliance with this Agreement.

2.6 Opening Date; Time is of the Essence

You acknowledge that time is of the essence. Subject to your compliance with the conditions stated below, you will open your Shop and commence business within 12 months after the Effective Date. The date your Shop actually opens to the general public for regular business is the “Opening Date.” Before the Opening Date, you must comply with all pre-opening obligations described in this Agreement to our reasonable satisfaction. By commencing operation of your Shop, you represent to us that (a) all such obligations have been satisfied, (b) your Shop has been fully constructed in accordance with the approved adapted design plans and specifications, fully equipped and furnished in accordance with such plans and specifications, and is fully staffed by your trained personnel, (c) all fees owed to us or our affiliates have been paid, (d) all required permits, licenses, and insurance have been secured, and (e) you have obtained all customary contractors’ sworn statements and partial and final waivers of lien for construction, remodeling, decorating and installation services. If you fail to reasonably comply with any of such obligations, except for delay caused by a force majeure act as described in Section 17.1.3(e), we will have the right to prohibit you from commencing business. Your failure to open your Shop and commence business in accordance with the foregoing will be deemed an event of material default under this Agreement.

ARTICLE 3

TERM AND RENEWAL

3.1 Term

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

3.2 Renewal

Subject to the provisions of this Section, you will have an option (exercisable only by written notice delivered to us between six (6) and nine (9) months prior to the end of the Term of this

Agreement) to renew the franchise hereunder for one (1) additional period of five (5) years (the “Renewal Term”), if the following conditions are met:

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

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

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

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

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

3.2.7 you and your related parties execute a general release of all claims against us and our related parties; and

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

ARTICLE 4

FEES

4.1 Initial Franchise Fee

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

4.2 Royalty Fee

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

4.2.2 Each such Royalty Fee will be preceded by a royalty report itemizing the Gross Sales for the preceding week (“Royalty Report”) and any other reports required hereunder.

Notwithstanding the foregoing, you will provide us in writing with such Gross Sales information on such day of the week and in such manner that we prescribe from time to time. You understand and acknowledge that the requirement for you to provide the Royalty Report is in addition to, and not in place of, our right to poll your computer system directly.

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

4.3 Brand Development Fee

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

4.4 Technology Fees

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

4.5 Payments to Us

By executing this Agreement, you agree that we will have the right to withdraw funds from your designated bank account by electronic funds transfer (“EFT”) in the amount of the Royalty Fee, Brand Development Fee and any other payments due to us and/or our affiliates. If you do not report your Shop’s Gross Sales, we may debit your account for one hundred twenty percent (120%) of the last Royalty Fee and Brand Development Fee that we debited. If the Royalty Fee and Brand Development Fee we debit are less than the Royalty Fee and Brand Development Fee you actually owe to us, once we have been able to determine your Shop’s true and correct Gross Sales, we will debit your account for the balance on a day we specify. If the Royalty Fee and Brand Development Fee we debit are greater than the Royalty Fee and Brand Development Fee you actually owe, we will credit the excess against the amount we otherwise would debit from your account during the following week. You will, upon execution of this Agreement or at any time thereafter at our request, execute such documents or forms as we or your bank determine are necessary for us to process EFTs from your designated bank account for the payments due hereunder. If payments are not received when due, interest may be charged by us in accordance with Section 4.6 below. Upon written notice to you, you may be required to pay such fees directly to us in lieu of EFT, at our sole discretion.

4.6 Interest on Overdue Amounts

You will not be entitled to withhold payments due us under this Agreement for any reason, including our alleged non-performance hereunder. Any payment or report not actually received by us on or before its due date will be deemed overdue. Time is of the essence with respect to all payments to be made by you to us. All unpaid obligations under this Agreement will bear interest from the date due until paid at the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed by applicable law. If for any reason interest in excess of the maximum rate allowed by applicable law will be deemed charged, required or permitted, any such excess will be applied as a payment and

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

4.7 Definition of Gross Sales

“Gross Sales” means the total selling price of all services and products and all income of every other kind and nature related to your Shop (including any sales or orders of food products or food preparation services provided from or related to your Shop), delivery and catering, whether for cash or credit and regardless of collection in the case of credit. In the event of a cash shortage, the amount of Gross Sales will be determined based on the records of the point-of-sale system and any cash shortage will not be considered in the determination. Gross Sales expressly excludes taxes collected from your customers and paid to the appropriate taxing authority, customer refunds or adjustments, or third-party delivery fees.

4.7 Payment of Additional Fees

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

ARTICLE 5 **OUR OBLIGATIONS**

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

5.1 Site Selection Assistance

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

5.2 Location Assistance; On-Site Evaluation

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

5.3 Prototype Design Plans

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

5.4 Confidential Operations Manual

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

5.5 Visits and Evaluations

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

5.6 Advertising and Promotional Materials

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

5.7 Management and Operations Advice

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

5.8 Products for Resale

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

5.9 Approved Suppliers

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

5.10 Initial Training Program

We will provide our initial training to you (or your Controlling Principal, if you are not natural person) and your Shop's General Manager in accordance with the provisions of Sections 6.4.

5.11 Opening Assistance

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

5.12 Brand Development Fund; Advisory Council

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

ARTICLE 6

YOUR AGREEMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Operation of Shop

You agree to operate your Shop throughout the Term so as to achieve optimum sales and positive goodwill associated with the Marks.

6.2 Representations of Corporate Entity

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

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

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

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

6.2.4 The execution of this Agreement and the consummation of the transactions contemplated hereby are within the power granted to you under your governing documents and have been duly authorized by you;

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

6.2.6 Your Principals are accurately and completely described in Attachment A hereto, and you will maintain at all times a current list of all owners of record and all beneficial owners of any class of voting securities in you and immediately provide a copy of the updated list of all owners to us upon the occurrence of any change of ownership and otherwise make your list of owners available to us upon reasonable written request;

6.2.7 You will maintain stop-transfer instructions or other applicable restrictions against the transfer on your records of any of equity securities, and each certificate of ownership will have conspicuously endorsed upon it a statement in a form satisfactory to us that it is held subject to all restrictions imposed upon assignments by this Agreement; provided, however, that the requirements of this Section will not apply to the transfer of equity securities of a publicly held corporation (as defined in Section 19.17);

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

6.2.9 If, after the execution of this Agreement, any person ceases to qualify as your Principal or if any individual succeeds to or otherwise comes to occupy a position of your Principals,

you will notify us within ten (10) days after any such change and such person will execute such documents and instruments (including, as applicable, this Agreement) as may be required by us to be executed by others in such positions;

6.2.10 Each of your Principals will each execute and personally bind themselves, in writing, to the Owner's Guaranty attached hereto as Attachment B. The non-owner spouse of each guarantor must also sign the Guaranty in the capacity and for the purposes reflected in the Owner's Guaranty; and

6.2.11 The representations, warranties and covenants set forth above in Sections 6.2.1 through 6.2.10 are your continuing obligations and that any failure to comply with such representations, warranties and covenants will constitute a material event of default under this Agreement. You will cooperate with us in any efforts made by us to verify compliance with such representations, warranties and covenants.

6.3 General Manager

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

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

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

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

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

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

6.4 Training

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

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

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

In addition, if any person required to complete our initial training program fails to do so to our satisfaction, he or she must re-take the initial training program at your expense, including payment of our then-current training fee. If such person fails to complete the initial training program to our satisfaction a second time, we have the right to terminate this Agreement. You will be responsible for any and all expenses incurred by you, your General Manager and other personnel in connection with any initial training program, including costs of travel, lodging, meals and wages.

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

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

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

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

6.5 Franchisee Meetings

We reserve the right to hold meetings for all franchisees and other Pokemoto Shop operators, which meetings will not occur more frequently than annually. We will not be required to hold such meetings until we believe it is prudent to do so. These meetings may be used to provide additional training, introduce new products or changes to the System, or for other reasons. We reserve the right to designate that attendance at any franchisee meeting is mandatory for you and/or your General Manager. You will pay for all of the expenses incurred by your attendees at the meeting, including travel, lodging, meals and wages.

6.6 Hiring Practices

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

6.7 Compliance with Laws

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

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

“Anti-Money Laundering Anti-Terrorism Laws” include U.S. Executive Order 13224, the U.S. Foreign Corrupt Practices Act, the Bank Secrecy Act, the International Money Laundering Abatement

and Anti-terrorism Financing Act, the Export Administration Act, the Arms Export Control Act, the U.S. Patriot Act, and the International Economic Emergency Powers Act, and the regulations issued pursuant to these and other U.S. laws.

6.8 Compliance with All Other Obligations

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

ARTICLE 7

FRANCHISE OPERATIONS

7.1 Compliance with Standards

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

7.2 Maintenance of Shop

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

7.3 Remodeling and Redecorating

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

7.4 Approved Suppliers

You will comply with all of our standards and specifications relating to the purchase of all food and beverage items, ingredients, supplies, materials, fixtures, furnishings, equipment (including electronic cash register and computer hardware and software systems) and other products and services used or offered for sale at your Shop. You will obtain such products and services from suppliers

(including manufacturers, distributors and other sources) approved or designated by us from time to time, which may be limited to us or our affiliates.

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

7.5 Operation of Shop in Compliance with Our Standards

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

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

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

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

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

7.5.5 To purchase or lease and install, at your expense, all fixtures, furnishings, equipment (including point of sale and computer hardware and software systems), décor items, signs,

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

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

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

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

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

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

7.6 Advertising and Promotional Materials

You will require all advertising and promotional materials, signs, decorations, paper goods (including menus and all forms and stationery used in your Shop), and other items which may be designated by us to bear the Marks in the form, color, location and manner prescribed by us, including notations about the ownership of the Marks.

7.7 Complaints

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

7.8 Power of Attorney for Telephone Listings, etc.

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

7.9 Power of Attorney for Taxes

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 your Shop. This power of attorney will survive the expiration or termination of this Agreement.

7.10 Unapproved Products and Services

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

7.11 Customer Surveys

You will participate in all customer surveys and satisfaction audits, which may require that you provide discounted or complimentary products, provided that such discounted or complimentary sales

will not be included in the Gross Sales of your Shop. Additionally, you will participate in any complaint resolution and other programs as we may reasonably establish for the System, which programs may include providing discounts or refunds to customers.

7.12 Pricing

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

ARTICLE 8

ADVERTISING AND RELATED FEES

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

8.1 Participation in Advertising

We may from time to time develop and create advertising and sales promotion programs designed to promote and enhance the collective success of all Pokemoto Shops operating under the System. You will participate in all such advertising and sales promotion programs in accordance with the terms and conditions established by us for each program. In all aspects of these programs, including the type, quantity, timing, placement and choice of media, market areas and advertising agencies, the standards and specifications established by us will be final and binding upon you.

8.2 Local Advertising

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

8.3 Brand Development Fund

We have established the Fund for the purpose of advertising the System on a regional or national basis. You agree to contribute to the Fund as described in Section 4.3 above. You agree that the Fund will be maintained and administered by us or our designee as follows:

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

8.3.2 You agree that the Fund may be used to satisfy any and all costs of maintaining, administering, directing and preparing advertising (including the cost of preparing and conducting television, radio, magazine, newspaper and internet-based advertising campaigns; direct mail and outdoor billboard advertising; public relations activities; social media initiatives; employing advertising agencies to assist therein; development and maintenance of our website; and costs of our personnel and other departmental costs for advertising that is internally administered or prepared by us). All sums paid by you to the Fund will be maintained in a separate account by us and may be used to defray our expenses, if any, as we may incur in activities reasonably related to the administration or direction of the Fund and advertising programs for franchisees and the System. The Fund and its earnings will not otherwise inure to our benefit. The Fund is operated solely as a conduit for collecting and expending the Brand Development Fees as outlined above.

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

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

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

8.4 Conduct of Advertising; Our Approval

All advertising and promotion by you in any medium will be conducted in a professional manner and will conform to our standards and requirements as set forth in the Manuals or otherwise. You will obtain our approval of all advertising and promotional plans and materials prior to use if such plans and materials have not been prepared by us or previously approved by us during the twelve (12) months prior to their proposed use. You will submit such unapproved plans and materials to us, and we will have fifteen (15) days to notify you of our approval or disapproval of such materials. If we do not provide our specific approval of the proposed materials within this fifteen (15) day period, the proposed materials are deemed to be not approved. Any plans and materials that you submit to us for our review will become our property and there will be no restriction on our use or dissemination of such materials. You will not advertise or use the Marks in any fashion on the Internet, World Wide Web or via other means of advertising through telecommunication without our express written consent.

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

8.5 Grand Opening Advertising

We require that you conduct an advertising campaign announcing the grand opening of your Shop. You must receive our prior written approval of your grand opening campaign before you implement it. You must spend at least such amount that we designate on your grand opening campaign. You agree that we may designate different minimum grand opening marketing spend for different Pokemoto Shops depending on their location, demographics of the Approved Location, etc.

8.6 Website

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

8.6.1 We will have the right, but not the obligation, to establish and maintain a Website, which may promote the Marks, Pokemoto Shops and any or all of the products offered at Pokemoto Shops, the franchising of Pokemoto Shops, and/or the System. We will have the sole right to control all aspects of the Website, including its design, content, functionality, links to the websites of third parties, legal notices, and policies and terms of usage; we will also have the right to discontinue operation of the Website.

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

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

8.6.4 You are not permitted to promote your Shop or use any of the Marks in any manner on any social or networking websites without our prior written consent. We will control all social media initiatives. You must comply with our standards and specifications regarding the use of social media in your Shop’s operation, including prohibitions on your and your Shop’s employees posting or blogging comments about your Shop or the System, other than on a Website established or authorized by us (“social media” includes personal blogs, social and professional networks, live-

blogging tools, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools).

8.7 Advisory Councils

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

ARTICLE 9 MARKS

9.1 Use of Marks

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

9.2 Ownership of Marks; Limited License

You expressly understand and acknowledge that:

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

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

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

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

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

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

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

9.3 Limitation on Use of Marks

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

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

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

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

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

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

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

9.4 Notification of Infringement or Claim

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

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

10.1 Confidential Operations Manuals

10.1.1 To protect our reputation and goodwill and to maintain high standards of operation under the Marks, you will conduct your business in accordance with the Manuals, other written directives which we may reasonably issue to you from time to time whether or not such directives are included in the Manuals, and any other manuals and materials created or approved for use in the operation of the Franchised Business. The Manuals, any of our written directives, and any other manuals and materials, and the information contained therein constitute our Confidential Information (as defined in Section 10.2).

10.1.2 We may from time to time revise the contents of the Manuals and the contents of any other manuals and materials created or approved for use in the operation of the Pokemoto Shops. You expressly agree to comply with each new or changed standard.

10.2 Confidential Information

10.2.1 In connection with your franchise, you and your Principals and other personnel may from time to time be provided and/or have access to non-public information about the System and the operation of Pokemoto Shops (the "Confidential Information"), including: (1) training programs and Manuals; (2) market research and marketing strategies, including expansion strategies and targeted demographics; (4) specifications for and suppliers of equipment, inventory, supplies and other products and services, including pricing, supply chain management methods, and terms of sale; (5) any software or technology which is proprietary to us or the System, including digital passwords and identifications and any source code of, and data and reports generated by the software or similar technology; (6) the operating results and financial performance of Pokemoto Shops, including your Shop; (7) customer information, such as customer names, addresses, telephone numbers, e-mail addresses, buying habits, preferences, demographic information and related information, and any other information contained from time to time in the Computer System; and (8) any other information designated as confidential or

proprietary by us. Confidential Information does not include information, knowledge or know-how which is lawfully known to the public without violation of applicable law or an obligation to us or our affiliates. Our Confidential Information does not include any Restricted Data (as defined in Section 20.3).

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

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

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

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

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

10.3 Non-Competition

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

(a) have any interest as an owner (whether of record, beneficially, or otherwise), investor, partner, director, officer, employee, consultant, lessor, representative, or agent in any Competitive Business (as defined below), wherever located or operating (except that equity ownership of less than five percent (5%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this subparagraph);

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

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

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

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

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

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

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

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

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

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

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

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

10.4 Non-Disparagement

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

10.5 Failure to Comply

You acknowledge that any failure by you, your Principals, or their respective family members to comply with the requirements of this Section will constitute a material event of default under Article 17 hereof. Any violation of the terms of this Article 10 would result in irreparable injury to us for which no adequate remedy at law may be available. You agree that we may obtain such injunctive relief in addition to such further or other relief as may be available at law or in equity. You agree that we will not be required to post a bond to obtain injunctive relief and that your only remedy if an injunction is entered against you will be the dissolution of that injunction, if warranted, upon due

hearing (all claims for damages by injunction being expressly waived hereby). You agree to pay all court costs and reasonable attorneys' fees incurred by us in connection with the enforcement of Article 10, including payment of all costs and expenses for obtaining specific performance of, or an injunction against violation of, the requirements of Article 10.

ARTICLE 11

BOOKS AND RECORDS

11.1 Books and Records

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

11.2 Reports

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

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

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

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

11.3 Inspections; Audits

We or our designees will have the right, during normal business hours, to review, audit, examine and copy any or all of your books and records as we may require at your Shop. You will make such books and records available to us or our designees immediately upon request. If any required Royalty Fee, Brand Development Fee or other payments due to us are delinquent, or if an inspection should reveal that such payments have been understated in any report to us, then you will 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 will, in addition, reimburse us for all costs and expenses connected with the inspection (including reasonable accounting and attorneys' fees). These remedies will be in addition to any other remedies we may have at law or in equity.

11.4 Correction of Errors

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

11.5 Authorization of Us

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

ARTICLE 12 **INSURANCE**

12.1 You will procure and will maintain in full force and effect at all times during the Term (and for such period thereafter as is necessary to provide the coverages required hereunder for events having occurred during the Term) 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 your Shop.

12.2 Such policy or policies will be written by a responsible, duly licensed carrier or carriers reasonably acceptable to us and will include, at a minimum (except as additional coverages and higher policy limits may reasonably be specified by us from time to time), in accordance with standards and specifications set forth in writing, the required insurance coverages described in our Manuals.

12.3 You may, with our prior written consent, which consent may be withheld or denied, elect to have reasonable deductibles in connection with the coverages we require. Such policies will also include a waiver of subrogation in favor of us, our affiliates, and our respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees.

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

12.5 Your obligation to obtain and maintain the required insurance policy or policies in the amounts specified will not be limited in any way by reason of any insurance which may be maintained

by us, nor will your performance of that obligation relieve you of liability under the indemnity provisions set forth in Article 15 of this Agreement.

12.6 All general liability and property damage policies will contain a provision that we, our affiliates and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, although named as insureds, will nevertheless be entitled to recover under such policies on any loss occasioned to us or our servants, agents or employees by reason of the negligence of you or your servants, agents or employees.

12.7 Not later than thirty (30) days before your Shop initially opens for business, and thereafter thirty (30) days prior to the expiration of any such policy, you will deliver to us Certificates of Insurance evidencing the existence and continuation of proper coverage with limits not less than those required hereunder. In addition, if requested by us, you will deliver to us a copy of the insurance policy or policies required hereunder. All insurance policies required hereunder, with the exception of workers' compensation, will name us, our affiliates and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, as additional named insureds, and will expressly provide that any interest of same therein will not be affected by any breach by you of any policy provisions. Further, all insurance policies required hereunder will expressly provide that no less than thirty (30) days' prior written notice will be given to us in the event of a material alteration to or cancellation of the policies.

12.8 Should you, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by us in writing, we will have the right and authority (without, however, any obligation to do so) immediately to procure such insurance and to charge same to you, which charges will be payable by you immediately upon notice. The foregoing remedies will be in addition to any other remedies we may have at law or in equity.

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

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

ARTICLE 13

DEBTS AND TAXES

13.1 Taxes

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

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

13.2 Payments to Us

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

13.3 Tax Disputes

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

13.4 Compliance with Laws

You will comply with all federal, state and local laws, rules and regulations and will timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of your Shop, including 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 will notify and deliver to us, in writing within five (5) days of the commencement of any action, suit or proceeding and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of your Shop.

ARTICLE 14 **TRANSFER OF INTEREST**

14.1 Transfer by Us

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

You expressly affirm and agree that we may sell our assets, our rights to the Marks or to the System outright to a third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other corporations, or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and, with regard to any or all of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of said Marks (or any variation thereof) and/or the loss of association with or identification of us as

franchisor. Nothing contained in this Agreement will require us to remain in the restaurant or food business or to offer the same products and services, whether or not bearing the Marks, in the event that we exercise our right to assign our rights in this Agreement.

14.2 Transfer by You

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

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

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

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

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

(d) The transferor and its owners (if applicable) executes a general release, in a form reasonably satisfactory to us, of any and all claims against us, our owners, affiliates, officers, directors, partners, agents, representatives, independent contractors, servants and employees of each of them, in their corporate and individual capacities, including claims arising under this Agreement and federal, state and local laws, rules and regulations;

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

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

(g) The transferee executes, for a term ending on the expiration date of this Agreement and with such renewal terms as may be provided by this Agreement, the standard form franchise agreement then being offered to new System franchisees and other ancillary agreements as we may require for your Shop, which agreements will supersede this Agreement and its ancillary documents in all respects and the terms of which agreements may differ from the terms of this Agreement, including the then-current System-wide percentage Royalty Fee, Brand Development Fee and/or advertising expenditure requirement; provided, however, that the transferee will not be required to pay any initial franchise fee;

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

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

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

(k) You pay to us a transfer fee equal to Ten Thousand Dollars (\$10,000) to reimburse us for reviewing the application to transfer, including training expenses, legal and accounting fees;

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

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

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

14.3 Transfer to a Corporation or Limited Liability Company

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

14.4 Our Right to Purchase Business

14.4.1 If you or your Principals at any time wish to give effect to a Restricted Transfer, pursuant to any bona fide offer received from a third party, then you will promptly notify us in writing of each such offer, and will provide such information and documentation relating to the offer as we may require. The offer must include details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be in a dollar amount, and the proposed buyer must submit with its offer an earnest money deposit equal to 5% or more of the offering price. We may also require you to send us copies of any materials or information sent to the proposed buyer or transferee regarding the possible transaction.

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

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

(i) all fees for any such independent appraiser due from you hereunder and (ii) all amounts due from you to us.

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

14.5 Death or Disability

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

14.5.2 Upon your permanent disability (if you are a natural person) or upon the permanent disability of any of your Principals who is a natural person, we may, in our reasonable discretion, require such interest to be transferred to a third party in accordance with the conditions described in this Article 14 within twelve (12) months after notice to you. “Permanent disability” will mean any physical, emotional or mental injury, illness or incapacity which would prevent a person from performing the obligations under the Owner’s Guaranty for at least ninety (90) consecutive days and from which condition recovery within ninety (90) days from the date of determination of disability is unlikely. Permanent disability will be determined by a licensed practicing physician selected by us, upon examination of the person; or if the person refuses to submit to an examination, then such person automatically will be deemed permanently disabled as of the date of such refusal for the purpose of this Section 14.5.

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

14.6 No Waiver of Claims

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

ARTICLE 15 **INDEMNIFICATION**

15.1 Indemnification by You

You agree to, at all times, indemnify and hold harmless to the fullest extent permitted by law us, our affiliates, and our and their respective owners, directors, officers, employees, agents, successors, and assigns (“Indemnitees”), from all “losses and expenses” (as defined in Section 15.4.2

below) incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal), or any settlement thereof (whether or not a formal proceeding or action has been instituted) which arises out of or is based upon any of the following:

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

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

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

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

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

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

15.2 Notification of Action or Claim

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

15.3 We May Settle

Each Indemnitee may defend any claim against it at your expense (including choosing and retaining its own legal counsel). In order to protect persons or property, or our reputation or goodwill, or the reputation or goodwill of others, we may, at any time and without notice, as we in our reasonable judgment deem appropriate, consent or agree to settlements or take such other remedial or corrective

action as we deem expedient with respect to the action, suit, proceeding, claim, demand, inquiry, or investigation.

15.4 Losses and Expenses

As used in this Article 15, the phrase “losses and expenses” will include all losses, compensatory, exemplary or punitive damages, fines, charges, costs, expenses, lost profits, reasonable attorneys’ fees, court costs, settlement amounts, judgments, compensation for damages to our reputation and goodwill, costs of or resulting from delays, financing, costs of advertising material and media time/space, and costs of changing, substituting or replacing the same, and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

15.5 Recovery from Third Parties

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

ARTICLE 16 **RELATIONSHIP OF THE PARTIES**

16.1 No Relationship

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

16.2 Independent Contractor

During the Term, you will hold yourself out to the public as an independent contractor conducting your Shop operations pursuant to the rights granted by us. You agree to take such action as will be reasonably necessary to that end, including exhibiting a notice of that fact in a conspicuous place on your Shop premises established for the purposes hereunder and on all letterhead, business cards, forms, and as further described in the Manuals. We reserve the right to specify in writing the content and form of such notice.

16.3 You are Not Authorized

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

ARTICLE 17
TERMINATION

17.1 Automatic Termination – No Right to Cure

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

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

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

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

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

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

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

(e) If you at any time cease to operate or otherwise abandon your Shop, or lose the right to possession of the premises, or otherwise forfeit the right to do or transact business in the jurisdiction where your Shop is located; provided, however, that this provision will not apply in cases of force majeure events (acts of God, strikes, lockouts or other industrial disturbances, war, riot, epidemic, acts of terrorism, fire or other catastrophe or other forces beyond your control), if through

no fault of yours the premises are damaged or destroyed by an event as described above, provided that you apply within thirty (30) days after such event for our approval to relocate or reconstruct the premises (which approval will not be unreasonably withheld) and you diligently pursue such reconstruction or relocation; such approval may be conditioned upon the payment of an agreed minimum fee to us during the period in which your Shop is not in operation;

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

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

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

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

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

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

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

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

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

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

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

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

(r) 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;

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

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

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

17.2 Notice of Termination – 30 Days to Cure

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

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

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

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

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

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

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

17.4 Our Right to Discontinue Services to You

If you are in breach of any obligation under this Agreement, and we deliver to you a notice of termination pursuant to this Article 17, we have the right to suspend our performance of any of our obligations under this Agreement including the sale or supply of any services or products for which we are an approved supplier to you and/or suspension of your webpage on our Website, until such time as you correct the breach.

ARTICLE 18 **POST-TERMINATION**

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

18.1 Cease Operations

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

18.2 Stop Using the System

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

18.3 Cancellation of Assumed Names

You will immediately and permanently cease to use the Contact Identifiers for your Shop and take such action as may be necessary to cancel any assumed name or equivalent registration which contains the mark “Pokemoto”, or any part thereof, or any other service mark or trademark of ours, and you will furnish us with evidence satisfactory to us of compliance with this obligation within five (5) days after termination or expiration of this Agreement.

18.4 No Use of Similar Marks

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

18.5 Payment of Sums Owed

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

18.6 Payment of Damages, Costs and Expenses

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

18.7 Delivery of Manuals and Materials

You will immediately deliver to us all Manuals, software licensed by us, records, files, instructions, correspondence, all materials related to operating your Shop, including agreements, invoices, and any and all other materials relating to the operation of your Shop in your possession or control, and all copies thereof (all of which are acknowledged to be our property), and will retain no copy or record of any of the foregoing, except your copy of this Agreement and of any correspondence between the parties and any other documents which you reasonably need for compliance with any provision of law.

18.8 Confidential Information and Post Term Non-Compete Covenants

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

18.9 Advertising and Promotional Materials

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

18.10 Assignment to Us

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

18.11 Assignment of Lease

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

18.12 Our Right to Purchase

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

due from you to us and (iii) any costs incurred in connection with any escrow arrangement (including reasonable legal fees), against any payment therefor and will pay the remaining amount in cash.

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

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

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

18.13 Assignment of Options by Us

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

18.14 Liquidated Damages

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

The parties hereto acknowledge and agree that it would be impracticable to determine precisely the damages we would incur from this Agreement's termination and the loss of cash flow from Royalty Fees due to, among other things, the complications of determining what costs, if any, we might have saved and how much the Royalty Fees would have grown over what would have been this Agreement's

remaining term. The parties hereto consider this liquidated damages provision to be a reasonable, good faith pre-estimate of those damages.

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

18.15 Purchase Option

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

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

- (a) all customary agreements, in form and substance acceptable to us and in which you (i) provide all customary warranties and representations, including, without limitation, as to ownership and condition of and title to assets, no liens and encumbrances on assets, validity of contracts and agreements, and liabilities affecting the assets, contingent or otherwise; (ii) transfer good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us), with all sales and other transfer taxes paid by you; (iii) and assign the Possession Agreement and all of the licenses and permits for your Shop which are permitted to be assigned or transferred; and
- (b) an agreement, in form and substance satisfactory to us, voluntarily terminating the Agreement under which you and your owners release, in form and substance satisfactory to us, any and all claims you and your owners have against us and our shareholders, officers,

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

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

19.4 Our Prior Approval

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

19.5 No Warranty or Guaranty

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

19.6 Continued Obligation to Pay Sums

If a force majeure event will occur, then, in addition to payments required under Section 17.1.3(e), you will continue to be obligated to pay to us any and all amounts that you will have duly become obligated to pay in accordance with the terms of this Agreement prior to the occurrence of any force majeure event and the Indemnitees will continue to be indemnified and held harmless by you in accordance with Article 15. Except as provided in Section 17.1.3(e) and the immediately preceding sentence herein, none of the parties hereto will be held liable for a failure to comply with any terms and conditions of this Agreement when such failure is caused by an event of force majeure. Upon the occurrence of any event of the type referred to herein, the party affected thereby will give prompt notice thereof to the other parties, together with a description of the event, the duration for which the party expects its ability to comply with the provisions of the Agreement to be affected thereby and a plan for resuming operation under the Agreement, which the party will promptly undertake and maintain with due diligence. Such affected party will be liable for failure to give timely notice only to the extent of damage actually caused.

19.7 Arbitration

All controversies, disputes, or claims between us or any of our affiliates (and our and their respective shareholders, officers, directors, agents, and employees), on the one hand, and you (and your owners, guarantors, affiliates, and employees), on the other hand, arising out of or related to: (1) this Agreement or any other agreement between you (or any of your owners) and us (or any of our affiliates); (2) our relationship with you; (3) the scope or validity of this Agreement or any other

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

The arbitrator has the right to award or include in his or her awards any relief which he or she deems proper, including money damages, pre- and post-award interest, interim costs and attorneys' fees, specific performance, and injunctive relief, provided that the arbitrator may not declare any of the trademarks owned by us or our affiliates generic or otherwise invalid, or award any punitive or exemplary damages against any party to the arbitration proceeding (we and you hereby waiving to the fullest extent permitted by law any such right to or claim for any punitive or exemplary damages against any party to the arbitration proceeding). In any arbitration brought pursuant to this arbitration provision, and in any action in which a party seeks to enforce compliance with this arbitration provision, the prevailing party will be awarded its costs and expenses, including attorneys' fees, incurred in connection therewith.

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

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

In any arbitration arising as described in this Section, the arbitrator will have full authority to manage any necessary exchange of information among the parties with a view to achieving an efficient and economical resolution of the dispute. The parties may only serve reasonable requests for documents, which must be limited to documents upon which a party intends to rely or documents that are directly relevant and material to a significant disputed issue in the case or to the case's outcome. The document requests will be restricted in terms of time frame, subject matter and persons or entities

to which the requests pertain, and will not include broad phraseology such as “all documents directly or indirectly related to.” No interrogatories or requests to admit will be propounded, unless the parties later mutually agree to their use.

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

19.8 Governing Law; Consent to Jurisdiction; Injunctive Relief

ALL MATTERS RELATING TO MEDIATION AND/OR ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER FEDERAL LAW, THIS AGREEMENT (OR ANY OTHER AGREEMENT BETWEEN US AND OUR AFFILIATES, AND YOU AND YOUR AFFILIATES), THE FRANCHISE FOR YOUR SHOP, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT ANY STATE LAW REGULATING THE OFFER OR SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION.

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

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

19.9 LIMITATION OF CLAIMS

EXCEPT FOR CLAIMS ARISING FROM YOUR NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS YOU OWE US, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT (OR ANY OTHER AGREEMENT BETWEEN US AND

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

19.10 Waiver of Punitive Damages

You and we hereby waive, to the fullest extent permitted by law, any right to or claim or any punitive, exemplary, incidental, indirect, special, consequential or other damages (including loss of profits) against either party, their officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities, arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, either party will be limited to the recovery of any actual damages sustained by it. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions of waiver by agreement of punitive, exemplary, incidental, indirect, special, consequential or other damages (including loss of profits) will continue in full force and effect.

19.11 Execution in Multiple Counterparts

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

19.12 Delegation

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

19.13 Survival of Terms

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

19.14 Severability of Provisions

Except as expressly provided to the contrary herein, each portion, section, part, term and provision of this Agreement will be considered severable; and if, for any reason, any portion, section, part, term or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, this will not impair the operation of, or have any other effect upon, the other portions, sections, parts, terms or provisions of this

Agreement that may remain otherwise intelligible, and the latter will continue to be given full force and effect and bind the parties; the invalid portions, sections, parts, terms or provisions will be deemed not to be part of this Agreement; and there will be automatically added such portion, section, part, term or provision as similar as possible to that which was severed which will be valid and not contrary to or in conflict with any law or regulation.

19.15 Joint and Several Obligations

All references herein to the masculine, neuter or singular will be construed to include the masculine, feminine, neuter or plural, where applicable.

19.16 Rights and Remedies Cumulative

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

19.17 Terminology

The term “Principals” means any person that owns a direct or indirect ownership interest in you. The term “Controlling Principals” means any Principal who has been designated by us as a Controlling Principal hereunder. For purposes of this Agreement, a publicly held corporation is a corporation registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended, or a corporation subject to the requirements of Section 15(d) of such Act. References to “including” and its derivative forms mean “including, without limitation.” The term “affiliate” means any person or Entity directly or indirectly owned or controlled by, under common control with, or owning or controlling you or us. The term “control” means the power to direct or cause the direction of management and policies. The term “person” means any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative, or other legal or functional entity. The captions used in connection with the sections and subsections of this Agreement are inserted only for purpose of reference. Such captions will not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof nor will such captions otherwise be given any legal effect.

19.18 References

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

directors, and officers, as applicable, in the case of a limited liability company or any other entity or organization similar thereto.

19.19 No Rights or Remedies Except to the Parties

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

19.20 Effectiveness of Agreement

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

19.21 Modification of the System

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

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

We will not be liable to you for any expenses, losses or damages sustained by you as a result of any of the modifications contemplated hereby. You hereby covenant not to commence or join in any litigation or other proceeding against us or any third party complaining of any such modifications or seeking expenses, losses or damages caused thereby. You expressly waive any claims, demands or damages arising from or related to the foregoing activities including any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing.

19.22 Step-In Rights

We (or a third party we designate) may assume the management of your Shop under the following circumstances: (1) if you abandon or fail to actively operate your Shop; (2) if we are entitled to terminate the Agreement under Article 17 above; or (3) if the Agreement expires or is terminated and we are deciding whether to exercise our option to purchase your Shop under Section 18.15. If we exercise our rights under clauses (1) or (2) above, that will not affect our right to terminate the

Agreement under Article 17 above, and you agree to pay us (in addition to the Royalty Fee, the Fund contributions, and other amounts due under the Agreement) an amount equal to 5% of Gross Sales, plus the direct out-of-pocket costs and expenses incurred in the operation of your Shop, for any period we deem appropriate. If we or a third party we designate assumes the management of your Shop, you acknowledge that we or such third party will have a duty to utilize only reasonable efforts and will not be liable to you or your owners for any debts, losses, or obligations your Shop incurs, or to any of your creditors for any supplies, products, or other assets or services your Shop purchases, while we or such third party manages your Shop.

19.23 Costs and Legal Fees

If we are required to enforce this Agreement in a judicial or arbitration proceeding, you will reimburse us for our costs and expenses, including reasonable accountants', attorneys', attorney assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If we are required to engage legal counsel in connection with any failure by you to comply with this Agreement, you will reimburse us for any of the above-listed costs and expenses incurred by us.

ARTICLE 20 **TECHNOLOGY**

20.1 Computer Systems and Software

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

20.1.1 We will have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware to be used by, between, or among Pokemoto Shops, including: (a) back office and point of sale systems, data, audio, video, and voice storage, retrieval, and transmission systems; (b) Point of Sale Systems; (c) physical, electronic, and other security systems; (d) printers and other peripheral devices; (e) archival back-up systems; and (f) internet access mode and speed (collectively, the "Computer System").

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

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

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

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

20.2 Data

We may, from time to time, specify in the Manual or otherwise in writing the information that you will collect and maintain on the Computer System installed at your Shop, and you will provide to us such reports as we may reasonably request from the data so collected and maintained.

20.3 Privacy and Information Security

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

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

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

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

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

20.4 Telecommunications

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

20.5 Intranet

We may establish a website providing private and secure communications between us, you, franchisees, licensees and other persons and entities as determined by us, in our sole discretion (an “Intranet”). You will comply with our requirements (as set forth in the Manual or otherwise in writing) with respect to connecting to the Intranet, and utilizing the Intranet in connection with the operation of your Shop. The Intranet may include the Manuals, training other assistance materials, and management reporting solutions (both upstream and downstream, as we may direct). You will purchase and maintain such computer software and hardware as may be required to connect to and utilize the Intranet.

20.6 On-line Use of Marks

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

20.7 No Outsourcing Without Prior Written Consent

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

20.8 Changes to Technology

You and we acknowledge and agree that changes to technology are dynamic and not predictable within the Term. In order to provide for inevitable but unpredictable changes to

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

20.9 Branded Emails

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

ARTICLE 21 SECURITY INTERESTS

21.1 Collateral

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

21.2 Indebtedness Secured

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

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

21.2.2 All sums which we may, at our option, expend or advance for the maintenance, preservation, and protection of the Collateral, including payment of rent, taxes, levies, assessments, insurance premiums, and discharge of liens, together with interest, or any other property given as security for payment of the Indebtedness;

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

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

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

21.3 Additional Documents

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

21.4 Possession of Collateral

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

21.5 Our Remedies in Event of Default

You agree that, upon the occurrence of any default set forth above, the full amount remaining unpaid on the Indebtedness secured will, at our option and without notice, become due and payable immediately, and we will then have the rights, options, duties, and remedies of a secured party under, and you will have the rights and duties of a debtor under, the laws of the State of Texas or other applicable law, including 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 will be satisfied by mailing to you pursuant to the notice provisions set forth above.

21.6 Special Filing as Financing Statement

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

ARTICLE 22

YOUR REPRESENTATIONS AND ACKNOWLEDGMENTS

22.1 Your Representations

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

22.1.1 You do not have any material liabilities, adverse claims, commitments or obligations of any nature as of the date of execution of this Agreement, whether accrued, unliquidated, absolute, contingent or otherwise which are not reflected as liabilities on the balance sheets of your current financial statements, which you have furnished to us before the execution of this Agreement.

22.1.2 As of the date of execution of this Agreement, there are no actions, suits, proceedings or investigations pending or, to your knowledge or the knowledge any of your officers, directors, principal shareholders, proprietors, partners or principals (as applicable) after due inquiry, threatened, in any court or arbitral forum, or before any governmental agency or instrumentality, nor to the best of your knowledge or the knowledge of any such persons or entities (after due inquiry) is there any basis for any claim, action, suit, proceeding or investigation which affects or could affect,

directly or indirectly, any of your assets, properties, rights or business; your right to operate and use your assets, properties or rights to carry on your business; and/or which affects or could affect your right to assume and carry out in all respects the duties, obligations and responsibilities specified in this Agreement.

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

22.1.4 All of your representations and warranties contained in this Agreement are complete, correct and accurate as of the date of execution of this Agreement and will survive any termination or expiration of this Agreement.

[Signature Page to Follow]

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

FRANCHISOR:
POKE CO HOLDINGS LLC
a Connecticut limited liability company

ATTEST:

Witness

By: _____

Name: _____

Title: _____

Accepted On: _____

(the "Effective Date")

FRANCHISEE:

Witness

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A TO THE FRANCHISE AGREEMENT

APPROVED LOCATION; OWNERS; OTHER DATA

1. Franchisee

Name: _____

Address: _____

Phone: _____

Email: _____

(If Not a Natural Person):

Type of Entity: _____

State Formed: _____

Date Formed: _____

2. Ownership of You (If You Are Not a Natural Person): Following are all persons holding direct and indirect ownership or membership interests in you and a description of the nature of their interest:

Name	Address	Type of Interest	Percentage Held
			%
			%
			%
			%

3. Your Principals and Controlling Principal: Following are your Controlling Principal and all other Principals described in and designated pursuant to Section 19.17 of the Franchise Agreement:

Name	Designation
	Controlling Principal
	Principal
	Principal
	Principal
	Principal

4. Approved Location: Pursuant to Section 1.2 of the Franchise Agreement, your Shop will be located at the following site:

FRANCHISOR:
POKE CO HOLDINGS LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT B TO THE FRANCHISE AGREEMENT

OWNER'S GUARANTY

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS (“**Guaranty**”) is given by the persons indicated below who have executed this Guaranty (each a “**Guarantor**”) to be effective as of the Effective Date of the Agreement (defined below).

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement executed concurrently herewith (as amended, restated, or supplemented, the “**Agreement**”) by and between Poke Co Holdings LLC (the “**Franchisor**”), and _____ (“**Franchisee**”), each Guarantor hereby personally and unconditionally (a) guarantees to Franchisor, and its successor and assigns that Franchisee will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement, and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities.

Each Guarantor waives: (1) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed, and (4) any right such Guarantor may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (5) the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness or the performance of any obligation hereby guaranteed.

Each Guarantor hereby consents and agrees that:

(a) Franchisor may proceed against any Guarantor and/or Franchisee, jointly and severally, including by proceeding against Guarantor, without having commenced any action, or having obtained any judgment against any other Guarantor or Franchisee;

(b) Guarantor will render any payment or performance required under the Agreement on demand if Franchisee fails or refuses punctually to do so;

(c) Guarantor’s liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement;

(d) Guarantor is bound by the restrictive covenants, confidentiality provisions, and indemnification provisions contained in the Agreement, and any and all provisions that by their terms apply to owners of Franchisee;

(e) At Franchisor’s request, Guarantor agrees to provide the updated financial information to us as may be reasonably necessary to demonstrate his or her ability to satisfy the obligations of the franchise owners under the Agreement;

(f) This Guaranty will continue unchanged by the occurrence of any bankruptcy with respect to Franchisee or any assignee or successor of Franchisee or by any abandonment of the Agreement by a trustee of Franchisee. Neither Guarantor's obligations to make payment or render performance in accordance with the terms of this Guaranty nor any remedy for enforcement will be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Franchisee or its estate in bankruptcy or of any remedy for enforcement;

(g) Guarantor agrees to pay all costs and expenses (including attorneys' fees) incurred by Franchisor or any of its affiliates in connection with the enforcement of this Guaranty, including any collection or attempt to collect amounts due, or any negotiations relative to the obligations hereby guaranteed; and

(h) Guarantor agrees to be personally bound by the dispute resolution provisions under the Agreement, including, Section 19.7 (Arbitration), Section 19.8 (Governing Law; Injunctive Relief), Section 19.9 (Agreement Regarding Governing Law and Choice of Forum), and Section 19.10 (Waiver of Punitive Damages).

By signing below, the undersigned spouse of each Guarantor indicated below, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty. Each Guarantor represents and warrants that, if no signature appears below for such Guarantor's spouse, such Guarantor is either not married or, if married, is a resident of a state which does not require the consent of both spouses to encumber the assets of a marital estate.

Each Guarantor that is a business entity, retirement or investment account, or trust acknowledges and agrees that if Franchisee (or any of its affiliates) is delinquent in payment of any amounts guaranteed hereunder, that no dividends or distributions may be made by such Guarantor (or on such Guarantor's account) to its owners, accountholders or beneficiaries or otherwise, for so long as such delinquency exists, subject to applicable law.

This Guarantee is binding upon each Guarantor and its respective executors, administrators, heirs, beneficiaries, and successors in interest.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has affixed his signature to be effective as of the Effective Date.

GUARANTOR(S)	SPOUSE(S)
Name: _____ Sign: _____ Address: _____ _____	Name: _____ Sign: _____ Address: _____ _____
Name: _____ Sign: _____ Address: _____ _____	Name: _____ Sign: _____ Address: _____ _____

ATTACHMENT C TO THE FRANCHISE AGREEMENT

CURRENT FORM OF LEASE RIDER

FORM LEASE RIDER

TO LEASE AGREEMENT DATED _____
BY AND BETWEEN

_____, AS "LANDLORD"
AND

_____, AS "TENANT" FOR THE DEMISED
PREMISES ("PREMISES") DESCRIBED THEREIN

This Rider and the provisions hereof are hereby incorporated into the body of the lease to which this Rider is attached (the "Lease"), and the provisions hereof will be cumulative of those set forth in the Lease, but to the extent of any conflict between any provisions of this Rider and the provisions of the Lease, this Rider will govern and control.

1. Consent to Collateral Assignment to Franchisor; Disclaimer. Landlord acknowledges that Tenant intends to operate a Pokemoto Shop in the Premises, and that Tenant's rights to operate a Pokemoto Shop and to use the Pokemoto name, trademarks and service marks are solely pursuant to a franchise agreement ("Franchise Agreement") between Tenant and POKE CO HOLDINGS LLC ("Franchisor"). Tenant's operations at the Premises are independently owned and operated. Landlord acknowledges that Tenant alone is responsible for all obligations under the Lease unless and until Franchisor or another franchisee expressly, and in writing, assumes such obligations and takes actual possession of the Premises. Notwithstanding any provisions of this Lease to the contrary, Landlord hereby consents, without payment of a fee and without the need for further Landlord consent, to (i) the collateral assignment of Tenant's interest in this Lease to Franchisor to secure Tenant's obligations to Franchisor under the Franchise Agreement, or (ii) Franchisor's (or any entity owned or controlled by, or under common control with, Franchisor) succeeding to Tenant's interest in the Lease by mutual agreement of Franchisor and Tenant, or as a result of Franchisor's exercise of rights remedies under such collateral assignment or as a result of Franchisor's termination of, or exercise of rights or remedies granted in or under, any other agreement between Franchisor and Tenant, or (iii) Tenant's, Franchisor's or any other franchisee of Franchisor's assignment of the Lease to another franchisee of Franchisor with whom Franchisor has executed its then-standard franchise agreement. Landlord, Tenant and Franchisor agree and acknowledge that simultaneously with such assignment pursuant to the immediately preceding sentence, Franchisor will be released from all liability under the Lease or otherwise accruing after the date of such assignment (in the event Franchisor is acting as the assignor under such assignment), but neither Tenant nor any other franchisee will be afforded such release in the event Tenant/such franchisee is the assignor unless otherwise agreed by Landlord. Landlord further agrees that all unexercised renewal or extension rights will not be terminated in the event of any assignment referenced herein but will inure to the benefit of the applicable assignee.

2. Notice and Cure Rights to Franchisor. Prior to exercising any remedies hereunder (except in the event of imminent danger to the Premises), Landlord will give Franchisor written notice of any

default by Tenant, and commencing upon receipt thereof by Franchisor, Franchisor will have 10 additional days to the established cure period as is given to Tenant under the Lease for such default, provided that in no event will Franchisor have a cure period of less than (i) 10 days after Franchisor's receipt of such notice as to monetary defaults or (ii) 30 days after Franchisor's receipt of such notice as to non-monetary defaults. Landlord agrees to accept cure tendered by Franchisor as if the same was tendered by Tenant, but Franchisor has no obligation to cure such default. The initial address for notices to Franchisor is as follows:

Poke Co Holdings LLC
1169 N. Burlison Boulevard, Suite 107-226
Burlison, TX 76026

3. Non-disturbance from Mortgage Lenders. Notwithstanding anything contained in the Lease to the contrary or in conflict, it will be a condition of the Lease being subordinated to any mortgage, deed of trust, deed to secure debt or similar encumbrance on the Premises that the holder of such encumbrance agree not to disturb Tenant's rights under this Lease or Tenant's possession of the Premises, so long as Tenant is not in default of its obligations hereunder beyond an applicable grace or cure period provided herein (as may be extended from time to time pursuant to paragraph 6 immediately above).

CHECK THE FOLLOWING PARAGRAPH THAT APPLIES. CHECK ONLY ONE. IF NONE IS CHECKED, THEN CLAUSE a) BELOW WILL BE APPLICABLE, AND CLAUSE b) BELOW WILL BE DEEMED DELETED

A) Landlord represents and warrants that on the date hereof no mortgage, deed of trust, deed to secure debt or similar encumbrance encumbers the Premises.

B) A mortgage, deed of trust or deed to secure debt currently encumbers the Premises. It is a condition precedent to Tenant's obligations under this Lease that the holder of such encumbrance enter into a written subordination and non-disturbance agreement with Tenant, in form acceptable to Franchisor.

4. Financing of Trade Fixtures by Franchisor and Security Interest. Any security interest or Landlord's lien in Tenant's trade fixtures, 'trade dress', equipment and other personal property in the Premises is hereby subordinated to any security interest and pledge granted to Franchisor in such items. The parties acknowledge that there may be certain personal property in the Premises which are not owned by Tenant, which property will not be subject to any lien of Landlord. Upon request, Landlord will grant the party who owns such property reasonable access to the Premises for the sole purpose of removing such property, provided such party repairs any damage caused by such removal and otherwise complies with Landlord's reasonable requirements with respect to such access.

5. Third Party Beneficiary. For so long as Franchisor holds a collateral assignment of the Lease, Franchisor is a third party beneficiary of the Lease, including, without limitation, this Rider, and as a result thereof, will have all rights (but not the obligation) to enforce the same.

6. Franchisor Right to Enter. Landlord acknowledges that, under the Franchise Agreement, Franchisor or its appointee has the right to assume the management and operation of the Tenant's business, on Tenant's behalf, under certain circumstances (to-wit: Tenant's abandonment, Tenant's failure to timely cure its default of the Franchise Agreement, and while Franchisor evaluates its right to purchase the store). Landlord agrees that Franchisor or its appointee may enter upon the Premises

for purposes of assuming the management and operation of Tenant's store as provided in the Franchise Agreement and, if it chooses to do so, it will do so in the name of the Tenant and without assuming any direct liability under the Lease unless Franchisor exercises such rights to assume the Lease as set forth in Section 1 of this Rider. Further, upon the expiration or earlier termination of this Lease or the Franchise Agreement, Franchisor or its designee may enter upon the Premises for the purpose of removing all signs and other material bearing the Pokemoto name or trademarks, service marks or other commercial symbols of Franchisor.

7. Amendments. Tenant agrees that the Lease may not be terminated, modified or amended without Franchisor's prior written consent, nor will Landlord accept surrender of the Premises without Franchisor's prior written consent. Tenant agrees to promptly provide Franchisor with copies of all proposed modifications or amendments and true and correct copies of the signed modifications and amendments.

8. Counterparts. This Rider may be executed in one or more counterparts, each of which will cumulatively constitute an original. PDF/Faxed signatures of this Rider will constitute originals of the same.

SIGNATURE PAGE FOLLOWS

AGREED and executed and delivered under seal by the parties hereto as of the day and year of the Lease.

LANDLORD: _____

TENANT: _____

By:

Name:

Title:

By:

Name:

Title:

ATTACHMENT D TO THE FRANCHISE AGREEMENT

FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT

DO NOT SIGN THIS QUESTIONNAIRE IF YOU ARE A RESIDENT OF OR DOMICILED IN, OR YOUR SHOP WILL BE LOCATED IN, OR THE FRANCHISE GRANTED WILL BE SUBJECT TO THE FRANCHISE REGISTRATION OR DISCLOSURE LAWS IN: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

The purpose of this Statement is to demonstrate to Poke Co Holdings LLC (“Franchisor”) that the person(s) signing below (“I,” “me” or “my”), whether acting individually or on behalf of any legal entity established to acquire the franchise rights (“Franchisee”), (a) fully understands that the purchase of a Pokemoto Shop is a significant long-term commitment, complete with its associated risks, and (b) is not relying on any statements, representations, promises or assurances that are not specifically set forth in Franchisor’s Franchise Disclosure Document and Exhibits (collectively, the “FDD”) in deciding to purchase the franchise.

In that regard, I represent to Franchisor and acknowledge that:

<p>I understand that buying a franchise is not a guarantee of success. Purchasing or establishing any business is risky, and the success or failure of the franchise is subject to many variables such as my skills and abilities (and those of my partners, officers, employees), the time my associates and I devote to the business, competition, interest rates, the economy, inflation, operation costs, location, lease terms, the market place generally and other economic and business factors. I am aware of and am willing to undertake these business risks. I understand that the success or failure of my business will depend primarily upon my efforts and not those of Franchisor.</p>	<p>INITIAL:</p>
<p>I received a copy of the FDD, including the Franchise Agreement, at least 14 calendar days before I executed the Franchise Agreement. I understand that all of my rights and responsibilities and those of Franchisor in connection with the franchise are set forth in these documents and only in these documents. I acknowledge that I have had the opportunity to personally and carefully review these documents and have, in fact, done so. I have been advised to have professionals (such as lawyers and accountants) review the documents for me and to have them help me understand these documents. I have also been advised to consult with other franchisees regarding the risks associated with the purchase of the franchise.</p>	<p>INITIAL:</p>
<p>Neither the Franchisor nor any of its officers, employees or agents (including any franchise broker) has made a statement, promise or assurance to me concerning any matter related to the franchise (including those regarding advertising, marketing, training, support service or assistance provided by Franchisor) that is contrary to, or different from, the information contained in the FDD.</p>	<p>INITIAL:</p>

<p>My decision to purchase the franchise has not been influenced by any oral representations, assurances, warranties, guarantees or promises whatsoever made by the Franchisor or any of its officers, employees or agents (including any franchise broker), including as to the likelihood of success of the franchise.</p>	<p>INITIAL:</p>
<p>I have made my own independent determination as to whether I have the capital necessary to fund the business and my living expenses, particularly during the start-up phase.</p>	<p>INITIAL:</p>
<p>PLEASE READ THE FOLLOWING QUESTION CAREFULLY. THEN SELECT YES OR NO AND PLACE YOUR INITIALS WHERE INDICATED.</p> <p>Have you received any information from the Franchisor or any of its officers, employees or agents (including any franchise broker) concerning actual, average, projected or forecasted sales, revenues, income, profits or earnings of the franchise business (including any statement, promise or assurance concerning the likelihood of success)?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No (Initial Here: _____)</p> <p>If you selected “Yes,” please describe the information you received on the lines below:</p> <p>_____</p> <p>_____</p> <p>_____.</p>	<p>INITIAL:</p>

Prohibited Parties Clause. I acknowledge that Franchisor and its affiliates, officers, employees or agents are subject to U.S. laws that prohibit or restrict (a) transactions with certain parties, and (b) the conduct of transactions involving certain foreign parties. These laws include U.S. Executive Order 13224, the U.S. Foreign Corrupt Practices Act, the Bank Secrecy Act, the International Money Laundering Abatement and Anti-terrorism Financing Act, the Export Administration Act, the Arms Export Control Act, the U.S. Patriot Act, and the International Economic Emergency Powers Act, and the regulations issued pursuant to these and other U.S. laws. As part of the express consideration for the purchase of the franchise, I represent that neither I nor any of my affiliates, owners, officers, directors, employees, agents, or representatives, nor any other person or entity associated with me, is now, or has been listed on:

1. the U.S. Treasury Department’s List of Specially Designated Nationals;
2. the U.S. Commerce Department’s Denied Persons List, Unverified List, Entity List, or General Orders;
3. the U.S. State Department’s Debarred List or Nonproliferation Sanctions; or
4. the Annex to U.S. Executive Order 13224.

I represent and warrant that neither I nor any of my affiliates, owners, officers, directors, employees, agents, or representatives, nor any other person or entity associated with me, is now, or has been: (i) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or (ii) is owned or controlled by terrorists or sponsors of terrorism. I represent and warrant on behalf of myself and my affiliates, owners, officers, directors, employees, agents, and representatives, that I am now, and have

been, in compliance with U.S. anti-money laundering and counter-terrorism financing laws and regulations, and that any funds provided by me or my affiliates, owners, officers, directors, employees, agents, and representatives to Franchisor were legally obtained in compliance with these laws.

I covenant that neither I nor any of my affiliates, owners, officers, directors, employees, agents, and representatives, nor any other person or entity associated with me, will become a person or entity described above or otherwise become a target of any anti-terrorism law.

FRANCHISEE:

Sign here if you are taking the franchise as an
INDIVIDUAL(S)
(Note: use these blocks if you are an individual
or a partnership but the partnership is not a
separate legal entity)

Signature
Print Name: _____
Date: _____

Signature
Print Name: _____
Date: _____

Sign here if you are taking the franchise as a
CORPORATION, LIMITED LIABILITY
COMPANY OR PARTNERSHIP

Print Name of Legal Entity

By: _____
Signature
On behalf of Franchisee and its owners
Print Name: _____
Title: _____
Date: _____

EXHIBIT C

VETERAN'S INCENTIVE PROGRAM ADDENDUM

VETERAN’S INCENTIVE PROGRAM ADDENDUM

Poke Co Holdings LLC (“we”) and the “Franchisee” identified below (“you” and, together with us, the “Parties”) execute this Veteran’s Incentive Program Addendum (the “Addendum”) to supplement and amend that certain Franchise Agreement they have executed immediately prior to the execution of this Addendum (as it might have otherwise been amended, the “Franchise Agreement”). The “Effective Date” of this Addendum is the same as the Effective Date of the Franchise Agreement. Capitalized terms used but not defined in this Addendum have the meanings given to them in the Franchise Agreement. For valuable consideration, receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Representations Regarding Veteran Status.** You have asked to participate in our Veterans Incentive Program (the “Program”) and, in support of your request, have provided us with information, whether as part of the Application Materials or separately (the “Supporting Information”), to confirm your qualifications to participate in the Program. You represent and warrant to us that the Supporting Information is true and correct and that you satisfy all of our requirements for participation in the Program. In reliance on the foregoing, we approve your participation in the Program with respect to Franchise Agreement.

2. **Reduction of Initial Franchise Fee.** We agree that the initial franchise fee due under the Franchise Agreement is reduced to \$20,000. We reserve the right to revoke the foregoing reduction initial franchise fee at any time you cease to be in good standing, in which case, you will pay us the balance of the full initial franchise fee which, absent the foregoing reduction, is required under the Franchise Agreement. “Good Standing” means that you are in compliance with all material obligations under the Franchise Agreement, and you and your affiliates are in compliance with all material obligations under any other agreements between us and you or them. You agree that we will have sole discretion to determine whether particular obligations are “material” for purposes of determining good standing, and our decision will be final.

3. **Construction; Execution.** This Addendum forms an integral part of and is incorporated into the Franchise Agreement and represents the sole agreement between the Parties with respect to the matters set forth herein. Except as set forth herein, the Franchise Agreement remains in full force and effect. This Addendum may be executed in counterparts which, taken together, constitute a single document. Electronic execution is authorized, and photocopies of the Addendum and signatures hereto have the same force and effect as originals.

Thus executed on the dates shown below and made effective as of the Effective Date.

POKE CO HOLDINGS LLC,
a Connecticut limited liability company

FRANCHISEE:
[Name]

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT D

LIST OF EXISTING FRANCHISEES

LIST OF EXISTING FRANCHISEES AS OF DECEMBER 31, 2023

	Name of Franchisee	Address	City	State	Zip Code	Phone Number
1.	*LEM Group, LLC	196 Berlin Pike.	Berlin	CT	06037	959-208-3996
2.	GSE Properties, LLC	119 S. Main St.	Colchester	CT	06415	860-603-2905
3.	*KSM Enterprises, LLC	255 Route 12	Gorton	CT	06340	860-440-8651
4.	*KSM Enterprises, LLC	1065 Boston Post Rd.	Guilford	CT	06437	203-533-7672
5.	LB Holdings, LLC	2100 Dixwell Ave	Hamden	CT	06514	203-891-5560
6.	Chi Hing Sze	386 Main St.	Middletown	CT	06457	860-316-5869
7.	The Professional Group, LLC	99 Audubon St.	New Haven	CT	06510	203-691-6650
8.	The Professional Group, LLC	1145 Chapel St.	New Haven	CT	06511	647-831-3786
9.	Sultana PMH LLC	229 Main St	Stamford	CT	06901	203-658-8001
10.	Wallingford Eats, LLC	1094 N. Colony.	Wallingford	CT	06492	203-678-4991
11.	*KSM Enterprises, LLC	16240 Summerlin Rd	Ft. Meyers	FL	33908	201-788-9358
12.	Poke ICT, LLC	1028 W. Pawnee St	Wichita	KS	67213	316-516-8114
13.	Marcuz, Inc.	274 Franklin Village Dr.	Franklin	MA	02038	508-346-3365
14.	MYSJ, Inc.	1250 S. Washington St.	N. Attleboro	MA	02760	508-699-2666
15.	Z&Z Seekonk, Inc.	101 Commerce Way	Seekonk	MA	02771	917-251-5965
16.	PokeMS, LLC	112 Merchant Dr.	Oxford	MS	38655	662-638-3126
17.	Hoboken Poke, LLC	213 Washington St	Hoboken	NJ	07030	732-853-2724
18.	Luise, LLC	240 Main St.	White Plains	NY	10601	914-821-2046
19.	Tarrytown Eats, LLC	11 S. Broadway	Tarrytown	NY	10591	201-892-1347
20.	Tim O'Connor	26 S. County Commons Way	South Kingston	RI	02879	781-426-1127
21.	KLC Imports, LLC	201 Graduate Rd	Conway	SC	29526	847-668-0970
22.	Friendly Fish, LLC.	1025 Nashville Pike.	Gallatin	TN	37066	615-461-8929
23.	SSG Poke, LLC	3060 Justin Rd	Highland Village	TX	75077	832-597-7771
24.	*Judice Investments, LLC	2174 Spring Stuebner Rd.	Spring	TX	77373	337-254-9263
25.	S&S Enterprise, LLC	University Dr. & North St	Fairfax	VA	22030	703-403-8425

*Developed pursuant to an area development agreement.

**FRANCHISEES THAT HAVE SIGNED THE FRANCHISE AGREEMENT BUT NOT
OPENED THEIR SHOP AS OF DECEMBER 31, 2023**

	Name of Franchisee	City	State	Phone Number
1.	Piseth, LLC	Mobile	AL	832-726-8877
2.	EAM&CO Eats, LLC	Petaluma	CA	415-302-2323
3.	Tezar, LLC	Greenwich	CT	201-213-9752
4.	Criss Cross Partners, LLC	Uncasville	CT	781-426-1127
5.	N. Haven Eats, LLC	North Haven	CT	203-678-4991
6.	Danbury TG, LLC	Danbury	CT	203-675-0717
7.	Blessexpress, LLC*	Clermont	FL	407-480-9894
8.	Blessexpress, LLC*	Celebration	FL	407-480-9894
9.	Poke MS, LLC	Jackson	MS	704-654-9855
10.	Poke MS, LLC	Madison	MS	704-654-9855
11.	Capital Motionz, LLC	Old Bridge	NJ	201-892-1347
12.	Luise, LLC	Mamaroneck	NY	203-675-0717
13.	Sinh Thai	Philadelphia	PA	267-800-4735
14.	Poke Now, LLC	Bethlehem	PA	646-778-2721
15.	Caribbean Cravings Group, LLC	San Juan	PR	787-225-9137
16.	Criss Cross Partners, LLC	Newport	RI	781-426-1127
17.	Criss Cross Partners, LLC	Westerly	RI	781-426-1127
18.	Criss Cross Partners, LLC	East Greenwich	RI	781-426-1127
19.	Criss Cross Partners, LLC	Narragansett	RI	781-426-1127
20.	KLC Imports, LLC	Carolina Forest	SC	847-668-0970
21.	Qing Lin	Summerville	SC	917-862-2052
22.	Dough Tally, LLC	Missouri City	TX	281-725-1705
23.	Dough Tally, LLC	Houston	TX	281-725-1705
24.	Dough Tally, LLC	Houston	TX	281-725-1705
25.	Hamza Bisharat	Richmond	VA	267-242-1222

* Will be developed pursuant to an area development agreement.

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

EXHIBIT E

**LIST OF FRANCHISEES WHO LEFT SYSTEM OR NOT COMMUNICATED WITH
FRANCHISOR**

**LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM AS OF DECEMBER 31, 2023
OR HAVE NOT COMMUNICATED WITH US IN THE 10 WEEKS PRIOR TO THE ISSUANCE
OF THE DISCLOSURE DOCUMENT**

	Name of Franchisee	Address	Last Known Phone Number	Reason
1.	Trifecta, LLC	18 Main St., Northampton, MA	413-523-5555	Ceased operations
2.	Chi Hing Sze ¹	970 Farmington Ave., West Hartford, CT	860-904-2429	Ceased operations

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

¹ Chi Hing Sze owns and operates another Pokemoto Shop in Middletown, CT.

EXHIBIT F

TABLE OF CONTENTS OF OPERATIONS MANUAL

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EXHIBIT G

STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

CALIFORNIA

Department of Financial Protection & Innovation
Commissioner of Financial Protection &
Innovation
1 (866) 275-2677

Los Angeles

320 West 4th Street
Suite 750
Los Angeles, California 90013
(213) 576-7505

Sacramento

2101 Arena Blvd.
Sacramento, California 95834
(916) 445-7205

San Diego

1455 Frazee Road, Suite 315
San Diego, California 92108
(619) 610-2093

San Francisco

One Sansome Street, Ste. 600
San Francisco, California 94104
(415) 972-8559

CONNECTICUT

State of Connecticut
Department of Banking
Securities & Business Investments Division
260 Constitution Plaza
Hartford, CT 06103-1800
(860) 240-8230

Agent: Banking Commissioner

HAWAII

(state administrator)

Business Registration Division
Securities Compliance Branch
Department of Commerce and Consumer Affairs
P.O. Box 40
Honolulu, Hawaii 96810
(808) 586-2722

ILLINOIS

Franchise Bureau
Office of the Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA

(state administrator)

Indiana Secretary of State
Securities Division, E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

(agent for service of process)

Indiana Secretary of State
200 West Washington Street, Room 201
Indianapolis, Indiana 46204
(317) 232-6531

MARYLAND

(state administrator)

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

(agent for service of process)

Maryland Securities Commissioner
at the Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

MICHIGAN

(state administrator)

Michigan Attorney General’s Office
Consumer Protection Division
Attn: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48933
(517) 373-7177

(agent for service of process)

Michigan Department of Commerce,
Corporations, Securities & Commercial
Licensing Bureau
P.O. Box 30018
Lansing, Michigan 48909

MINNESOTA

(state administrator)

Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

(agent for service of process)

Commissioner of Commerce
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

NEW YORK

(state administrator)

Office of the New York State Attorney General
Investor Protection Bureau
Franchise Section
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8236

(agent for service of process)

Attention: New York Secretary of State
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, NY 12231-0001
(518) 473-2492

NORTH DAKOTA

(state administrator)

North Dakota Securities Department
600 East Boulevard Avenue
State Capitol - Fourteenth Floor, Dept. 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

(agent for service of process)

Securities Commissioner
600 East Boulevard Avenue
State Capitol - Fifth Floor
Bismarck, North Dakota 58505
(701) 328-4712

OREGON

Department of Business Services Division of
Finance & Corporate Securities
350 Winter Street, NE, Room 410
Salem, Oregon 97310-3881
(503) 378-4387

RHODE ISLAND

Department of Business Regulation
Division of Securities
John O. Pastore Complex Building 69-2
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9645

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA

(state administrator)

State Corporation Commission
Division of Securities
and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9051

(agent for service of process)

Clerk, 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 41200
Olympia, Washington 98504-1200
(360) 902-8760

(agent for service of process)

Director
Department of Financial Institutions
Securities Division
150 Israel Road, S.W.
Tumwater, Washington 98501
(360) 902-8760

WISCONSIN

(state administrator)

Securities and Franchise Registration
Wisconsin Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-1064

(agent for service of process)

Office of the Secretary
Wisconsin Department of Financial Institutions
PO Box 8861
Madison, Wisconsin 53708-8861
(608) 261-9555

EXHIBIT H

FORM OF GENERAL RELEASE

FORM OF GENERAL RELEASE

Poke Co Holdings LLC, a Connecticut limited liability company having its principal place of business located at 1169 N. Burleson Boulevard, Suite 107-226, Burleson, TX 76026 (the “we”) and _____, a _____ having its principal place of business at _____ (“you” or “your”), currently are parties to that certain [franchise agreement/area development agreement] (the “**Agreement**”) dated _____, 20 _____. You have asked us to take the following action or to agree to the following request: [insert as appropriate for renewal or transfer situation]_____

_____. We have the right under the Agreement to obtain a general release from you (and, if applicable, your owners) as a condition of taking this action or agreeing to this request. Therefore, we are willing to take the action or agree to the request specified above if you (and, if applicable, your owners) give us the release and covenant not to sue provided below in this document. You (and, if applicable, your owners) are willing to give us the release and covenant not to sue provided below as partial consideration for our willingness to take the action or agree to the request described above.

Consistent with the previous introduction, you, on your own behalf and on behalf of your successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, owners, managers, directors, officers, principals, employees, and affiliated entities (collectively, the “Releasing Parties”), hereby forever release and discharge us and our current and former officers, directors, owners, managers, principals, employees, agents, representatives, affiliated entities, successors, and assigns (collectively, the “Released Parties”) of and from any and all claims, damages (known and unknown), demands, causes of action, suits, duties, liabilities, and agreements of any nature and kind (collectively, “Claims”), whether at law or in equity, that you and any of the other Releasing Parties now has, ever had, or, but for this document, hereafter would or could have against any of the Released Parties, including without limitation, any and all Claims in any way (1) arising out of or related to any of the Released Parties’ obligations under the Agreement, or (2) otherwise arising from or related to your and the other Releasing Parties’ relationship, from the beginning of time to the date of your signature below, with any of the Released Parties. You, on your own behalf and on behalf of the other Releasing Parties, further covenant not to sue any of the Released Parties on any of the Claims released by this paragraph and represent that you have not assigned any of the Claims released by this paragraph to any individual or entity who is not bound by this paragraph.

We also are entitled to release and covenant not to sue from your owners. By his, her, or their separate signatures below, your owners likewise grant to us the release and covenant not to sue provided above.

IF THE FRANCHISE YOU OPERATE UNDER THE AGREEMENT IS LOCATED IN CALIFORNIA OR ANY OF THE RELEASING PARTIES IS A RESIDENT OF CALIFORNIA, THE FOLLOWING SHALL APPLY:

SECTION 1542 ACKNOWLEDGMENT. IT IS YOUR INTENTION, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN

EXECUTING THIS RELEASE THAT THIS INSTRUMENT BE AND IS A GENERAL RELEASE WHICH SHALL BE EFFECTIVE AS A BAR TO EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION RELEASED BY YOU OR THE RELEASING PARTIES. YOU RECOGNIZE THAT YOU OR THE RELEASING PARTIES MAY HAVE SOME CLAIM, DEMAND, OR CAUSE OF ACTION AGAINST THE RELEASED PARTIES OF WHICH YOU, HE, SHE, OR IT IS TOTALLY UNAWARE AND UNSUSPECTING, WHICH YOU, HE, SHE, OR IT IS GIVING UP BY EXECUTING THIS RELEASE. IT IS YOUR INTENTION, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN EXECUTING THIS INSTRUMENT THAT IT WILL DEPRIVE YOU, HIM, HER, OR IT OF EACH SUCH CLAIM, DEMAND, OR CAUSE OF ACTION AND PREVENT YOU, HIM, HER, OR IT FROM ASSERTING IT AGAINST THE RELEASED PARTIES. IN FURTHERANCE OF THIS INTENTION, YOU, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, EXPRESSLY WAIVE ANY RIGHTS OR BENEFITS CONFERRED BY THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

YOU ACKNOWLEDGE AND REPRESENT THAT YOU HAVE CONSULTED WITH LEGAL COUNSEL BEFORE EXECUTING THIS RELEASE AND THAT YOU UNDERSTAND ITS MEANING, INCLUDING THE EFFECT OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND EXPRESSLY CONSENT THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH AND ALL OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO THE RELEASE OF UNKNOWN AND UNSUSPECTED CLAIMS, DEMANDS, AND CAUSES OF ACTION.

If the franchise you operate under the Agreement is located in Maryland or if any of the Releasing Parties is a resident of Maryland, the following shall apply:

All representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland franchise registration and disclosure law.

Nothing herein will amount to release of claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

IN WITNESS WHEREOF, the parties have executed and delivered this Release on the effective date stated below.

Witness:

FRANCHISEE:

Name: _____

Witness:

POKE CO HOLDINGS LLC:

By: _____
Name: _____
Title: _____

EXHIBIT I

**STATE ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT
AND AGREEMENT RIDERS**

**ADDITIONAL DISCLOSURES FOR THE
FRANCHISE DISCLOSURE DOCUMENT OF
POKE CO HOLDINGS LLC**

The following are additional disclosures for the Franchise Disclosure Document of Poke Co Holdings LLC required by various state franchise laws. Each provision of these additional disclosures will only apply to you if the applicable state franchise registration and disclosure law applies to you.

FOR THE FOLLOWING STATES: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

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

CALIFORNIA

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

2. SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF BUSINESS OVERSIGHT BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR MULTI-UNIT DEVELOPMENT AGREEMENT OR FRANCHISE AGREEMENT.

3. OUR WEBSITE, www.pokemoto.com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL INNOVATION & PROTECTION. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL INNOVATION & PROTECTION AT www.dfpi.ca.gov.

4. The following is added to the end of Item 3:

Neither we, our predecessor or affiliates nor any person in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities

association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. Sections 78a et seq., suspending or expelling such persons from membership in that association or exchange.

5. The following paragraphs are added at the end of Item 17:

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

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

The Franchise Agreement contains a covenant not to compete that extends beyond termination of the franchise. This provision might not be enforceable under California law.

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

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

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

The Franchise Agreement requires binding arbitration. The arbitration will be conducted at a suitable location chosen by the arbitrator that is within 50 miles of our or, as applicable, our successor's or assign's then current principal place of business (currently, Burleson, Texas), with costs being borne as provided in the Franchise Agreement. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California.

The Franchise Agreement requires you to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 might void a waiver of your rights under the Franchise Investment Law (California Corporations Code

Section 31000 – 31516). Business and Professions Code Section 20010 might void a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

Under the Franchise Agreement, we reserve the right to require that franchisees comply with maximum and minimum prices it sets for goods and services. The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the California’s Cartwright Act (Cal. Bus. and Prof. Code §§ 16700 to 16770).

6. Section 31512.1 of the California Corporations Code requires that any provision of the Franchise Agreement, Disclosure Document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable: (a) representations made by the franchisor or its personnel or agents to a prospective franchisee; (b) reliance by a franchisee on any representations made by the franchisor or its personnel or agents; (c) reliance by a franchisee on the franchise disclosure document, including any exhibit thereto; or (d) violations of any provision of this division.

ILLINOIS

1. The following Risk Factor is added to the Special Risk Factors Page:

Financial Condition. The Franchisor’s financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor’s financial ability to provide services and support to you.

2. The following language is added to the end of Items 5 & 7:

Payment of initial franchise fees will be deferred until we have met our initial obligations to you, and you have commenced operating your Shop. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to our financial condition.

3. The following language is added to the end of Item 17:

Except for the U.S. Federal Arbitration Act and other federal laws in the U.S., the laws of the State of Illinois will govern the Franchise Agreement.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to

waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are subject to sections 19 and 20 of the Illinois Franchise Disclosure Act.

MARYLAND

1. The following is added to the end of the “Summary” section of Item 17(m) titled “Conditions for franchisor approval of transfer”:

Pursuant to COMAR 02.02.08.16L, any release required as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

2. The following is added to the end of the “Summary” section of Item 17(h), titled “Cause’ defined – non-curable defaults”:

The Franchise Agreement provides for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

3. The following is added to the end of the “Summary” section of Item 17(v), titled “Choice of forum”:

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

MINNESOTA

1. “Renewal, Termination, Transfer and Dispute Resolution”. The following is added at the end of the chart in Item 17:

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

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J might prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring the Franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of Franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee’s rights to any procedure,

forum or remedies provided for by the laws of the jurisdiction.

Any release required as a condition of renewal or transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.

NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE DEVELOPER OR FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS DISCLOSURE DOCUMENT.

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

Except as provided above, with regard to us, our predecessor, our parent, affiliates, the persons identified in Item 2, or an affiliate offering franchises under our *principal trademark*:

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations. In addition, no such party has civil actions pending against that party, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

B. No such party has been convicted of a felony or pleaded nolo contendere to

a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices; or comparable allegations.

- C. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Except as provided above, with regard to us, our affiliate, our predecessor, officers or general partners, or any other individual who will have management responsibility relating to the sale or operation of franchises offered by this Disclosure Document, no such party, has during the 10-year period immediately before the date of the Franchise Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; or (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of the “Summary” sections of Item 17(c), entitled “Requirements for franchisee to renew or extend”, and Item 17(m), entitled “Conditions for franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

5. The following is added to the end of the “Summary” section of Item 17(d), titled “Termination by franchisee”:

You may terminate the Franchise Agreement on any grounds available by law.

6. The following is added to the end of the “Summary” section of Item 17(j), titled “Assignment of contract by franchisor”:

However, to the extent required by applicable law, no assignment will be made except to an assignee who, in our good faith judgment, is willing and financially able to assume our obligations under the Franchise Agreement.

7. The following is added to the end of the “Summary” sections of Item 17(v), titled “Choice of forum, and Item 17(w), titled “Choice of law”:

However, the governing choice of law and choice of forum shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the General Business Law of the State of New York.

NORTH DAKOTA

1. The following language is added to the end of Items 5 & 7:

Payment of the initial franchise fee will be deferred until all initial obligations owed to you under the Franchise Agreement or other documents have been fulfilled by us and you have commenced operating your Shop pursuant to the Franchise Agreement.

2. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for franchisee to renew or extend”, and Item 17(m), titled “Conditions for franchisor approval of transfer”:

However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

3. The following is added to the end of the “Summary” section of Item 17(r), titled “Non-competition covenants after the franchise is terminated or expires”:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we and you will enforce the covenants to the maximum extent the law allows.

4. The “Summary” section of Item 17(u), titled “Dispute resolution by arbitration or mediation” is deleted and replaced with the following:

To the extent required by the North Dakota Franchise Investment Law (unless such requirement is preempted by the Federal Arbitration Act), arbitration will be at a site to which we and you mutually agree.

5. The “Summary” section of Item 17(v), titled “Choice of forum”, is deleted and replaced with the following:

Litigation generally must be in the state where our or, as applicable, our successor’s or assign’s then-current principal place of business is located (currently Denver, Colorado), except that, subject to your arbitration obligation, and to the extent required by North Dakota Franchise Investment Law you may bring an action in North Dakota.

6. The “Summary” section of Item 17(w), titled “Choice of law”, is deleted and replaced with the following:

Except as otherwise required by North Dakota law, the laws of the State of Texas shall apply.

RHODE ISLAND

1. The following language is added to the end of Item 17:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act. To the extent required by applicable law Rhode Island law will apply to claims arising under the Rhode Island Franchise Investment Act.”

VIRGINIA

1. The following information is added to the end of the “Summary” section of Item 17(e), titled “Termination by franchisor without cause”:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

WASHINGTON

1. Risk Factor: Use of Franchise Brokers.

The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor’s current and former franchisees to ask them about their experience with the franchisor.

2. Risk Factor: Financial Condition.

The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

3. The following language is added to the end of Items 5 & 7:

In lieu of an impound of franchise fees, we will not require or accept the payment of any initial franchise fees until (a) you have received all pre-opening and initial training obligations that are entitled to you under the franchise agreement or offering circular, and (b) your Shop for business.

4. The following paragraphs are added at the end of Item 17:

The Securities Division of the State of Washington Department of Financial Institutions requires the following language:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable

against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE
STATE-SPECIFIC RIDERS TO THE
FRANCHISE AGREEMENT**

**RIDER TO THE POKE CO HOLDINGS LLC
FRANCHISE AGREEMENT
FOR USE IN ILLINOIS**

THIS RIDER (this “Rider”) is made and entered into by and between **POKE CO HOLDINGS LLC**, a Connecticut limited liability company with its principal business address at 1169 N. Burleson Boulevard, Suite 107-226, Burleson, Texas 76026 (“we”) and _____ a(n) _____, having its principal business address at _____ (“you”).

1. BACKGROUND. We and you are parties to that certain Franchise Agreement dated _____, 20__ (the “Franchise Agreement”) that has been executed concurrently with this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are domiciled in the State of Illinois, or (b) the offer of the franchise was made or accepted in the State of Illinois and the Pokemoto Shop that you develop under the Franchise Agreement is or will be operated in the State of Illinois.

2. FEE DEFERRAL. The following is added to the end of Section 4.1 of the Franchise Agreement:

Payment of initial franchise fees will be deferred until we have met our initial obligations to you, and you have commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to our financial condition.

3. ILLINOIS FRANCHISE DISCLOSURE ACT. The following language is added as Section 23 of the Franchise Agreement:

Except for the U.S. Federal Arbitration Act and other federal laws in the U.S., the laws of the State of Illinois will govern the Franchise Agreement.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are subject to sections 19 and 20 of the Illinois Franchise Disclosure Act.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

FRANCHISOR:

POKE CO HOLDINGS LLC

a Connecticut limited liability company

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

**RIDER TO THE POKE CO HOLDINGS LLC
FRANCHISE AGREEMENT
FOR USE IN MARYLAND**

THIS RIDER (this “Rider”) is made and entered into by and between **POKE CO HOLDINGS LLC**, a Connecticut limited liability company with its principal business address at 1169 N. Burleson Boulevard, Suite 107-226, Burleson, Texas 76026 (“we”) and _____ a(n) _____, having its principal business address at _____ (“you”).

1. BACKGROUND. We and you are parties to that certain Franchise Agreement dated _____, 20__ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of the State of Maryland; or (b) the Pokemoto Shop that you will develop or operate under the Franchise Agreement is or will be operated in the State of Maryland; or (c) the offer to sell the franchise was made in the State of Maryland; or (d) the offer to buy the franchise was accepted in the State of Maryland.

2. RELEASES. The following is added to the end of Sections 3.2.7 and 14.2.2(d) of the Franchise Agreement:

Pursuant to COMAR 02.02.08.16L, any release required as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

3. TERMINATION OF AGREEMENT BY US. The following is added to the end of Section 17.1.2 of the Franchise Agreement:

The provisions in this Agreement which provide for termination upon your bankruptcy might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

4. CONSENT TO JURISDICTION. Section 19.8 of the Franchise Agreement is supplemented by adding the following to the end of the Section:

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

5. ARBITRATION. Section 19.7 of the Franchise Agreement is supplemented by adding the following to the end of the Section:

A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Registration and Disclosure Law. In light of

the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

FRANCHISOR:

POKE CO HOLDINGS LLC

a Connecticut limited liability company

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

**RIDER TO THE POKE CO HOLDINGS LLC
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA**

THIS RIDER (this “Rider”) is made and entered into by and between **POKE CO HOLDINGS LLC**, a Connecticut limited liability company with its principal business address at 1169 N. Burleson Boulevard, Suite 107-226, Burleson, Texas 76026 (“we”) and _____ a(n) _____, having its principal business address at _____ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20__ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the Pokemoto Shop that you will develop under the Franchise Agreement will be operated wholly or partly in the State of Minnesota; (b) you either a resident of, domiciled it, or actually present in the State of Minnesota; and/or (c) any of the offering or sales activity relating to the Franchise Agreement occurred in the State of Minnesota.

2. **RELEASES.** The following is added to the end of Sections 3.2.7 and 14.2.2(d) of the Franchise Agreement:

Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

3. **RENEWAL AND TERMINATION.** The following is added to the end of Sections 3.2 and 17.2 of the Franchise Agreement:

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

4. **MINNESOTA LAW.** Notwithstanding anything to the contrary contained in the Franchise Agreement, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring you to waive your rights to a jury trial or to waive your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties or judgment notes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

FRANCHISOR:

POKE CO HOLDINGS LLC

a Connecticut limited liability company

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

**RIDER TO THE POKE CO HOLDINGS LLC
FRANCHISE AGREEMENT
FOR USE IN NEW YORK**

THIS RIDER (this “Rider”) is made and entered into by and between **POKE CO HOLDINGS LLC**, a Connecticut limited liability company with its principal business address at 1169 N. Burleson Boulevard, Suite 107-226, Burleson, Texas 76026 (“we”) and _____ a(n) _____, having its principal business address at _____ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, (the “Franchise Agreement”) that has been signed concurrently with this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the offer to sell the franchise was made in the State of New York; or (b) the offer to buy the franchise was accepted in the State of New York; or (c) if you are domiciled in the State of New York, the Pokemoto Shop that you develop under the Franchise Agreement is or will be operated in the State of New York.

2. **TRANSFER BY US.** The following language is added to the end of Section 14.1 of the Franchise Agreement:

However, to the extent required by applicable law, no transfer will be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under this Agreement.

3. **RELEASES.** The following language is added to the end of Sections 3.2.7 and 14.2.2(d) of the Franchise Agreement:

Notwithstanding the foregoing all rights enjoyed by you and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force to the extent required by the non-waiver provisions of GBL Sections 687.4 and 687.5, as amended.

4. **TERMINATION OF AGREEMENT - BY YOU.** The following language is added to the end of the Franchise Agreement:

You also may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

5. **GOVERNING LAW.** The following statement is added at the end of Section 19.8 of the Franchise Agreement:

This Section shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the New York State General Business Law, as amended, and the regulations issued thereunder.

6. **CONSENT TO JURISDICTION.** The following is added to the end of Sections 19.8 of the Franchise Agreement:

This Section shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the New York State General Business Law, as amended, and the regulations issued thereunder.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

FRANCHISOR:

POKE CO HOLDINGS LLC

a Connecticut limited liability company

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

**RIDER TO THE POKE CO HOLDINGS LLC
FRANCHISE AGREEMENT
FOR USE IN NORTH DAKOTA**

THIS RIDER (this “Rider”) is made and entered into by and between **POKE CO HOLDINGS LLC**, a Connecticut limited liability company with its principal business address at 1169 N. Burluson Boulevard, Suite 107-226, Burluson, Texas 76026 (“we”) and _____ a(n) _____, having its principal business address at _____ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20__ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the offer to sell the franchise was made in the State of North Dakota; or (b) the offer to buy the franchise was accepted in the State of North Dakota; or (c) you are domiciled in the State of North Dakota, the Pokemoto Shop that you develop under your Franchise Agreement is or will be operated in the State of North Dakota.

2. **RELEASES.** The following is added to the end of Sections 3.2.7 and 14.2.2(d) of the Franchise Agreement:

However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

3. **FEE DEFERRAL.** The following is added to the end of Section 4.1 of the Franchise Agreement:

Payment of the initial franchise fee will be deferred until all initial obligations owed to you under the Franchise Agreement or other documents have been fulfilled by us and you have commenced doing business pursuant to the Franchise Agreement.

4. **COVENANT NOT TO COMPETE / NON-INTERFERENCE.** The following is added to the end of Section 10.3 of the Franchise Agreement:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we will enforce the covenants to the maximum extent the law allows.

5. **LOST REVENUE DAMAGES.** The following language is added to the end of Section 18.15 of the Franchise Agreement:

We and you acknowledge that certain parts of this provision might not be enforceable under the North Dakota Franchise Investment Law. However, we and you agree to enforce the provision to the extent the law allows.

6. **ARBITRATION.** The following language is added to the end of Section 19.7 of the Franchise Agreement:

Notwithstanding the foregoing, to the extent otherwise required by the North Dakota Franchise Investment Law (unless such a requirement is preempted by the Federal Arbitration Act), arbitration shall be held at a site to which we and you mutually agree.

7. **GOVERNING LAW.** Section 19.8 of the Franchise Agreement is deleted and replaced with the following:

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other United States federal law, this Agreement, the franchise and all claims arising from the relationship between us and you will be governed by the laws of the State of Colorado, without regard to its conflict of laws rules, except as otherwise required by North Dakota Law, and except that (1) any state law regulating the offer or sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this section, and (2) the enforceability of those provisions of this Agreement which relate to restrictions on you and your owners' competitive activities will be governed by the laws of the state in which your Shop is located.

8. **CONSENT TO JURISDICTION.** The following is added to the end of Section 19.8 and 19.9 of the Franchise Agreement:

Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, and subject to your arbitration obligations, you may bring an action in North Dakota for claims arising under the North Dakota Franchise Investment Law.

9. **WAIVER OF PUNITIVE DAMAGES.** To the extent required by the North Dakota Franchise Investment Law, Section 19.10 of the Franchise Agreement is deleted.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

FRANCHISOR:

POKE CO HOLDINGS LLC

a Connecticut limited liability company

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

**RIDER TO THE POKE CO HOLDINGS LLC
FRANCHISE AGREEMENT
FOR USE IN RHODE ISLAND**

THIS RIDER (this “Rider”) is made and entered into by and between **POKE CO HOLDINGS LLC**, a Connecticut limited liability company with its principal business address at 1169 N. Burleson Boulevard, Suite 107-226, Burleson, Texas 76026 (“we”) and _____ a(n) _____, having its principal business address at _____ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20____, (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms an integral part of the Franchise Agreement. This Rider supersedes any inconsistent or conflicting provisions of the Franchise Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Franchise Agreement. This Rider is being signed because (a) you are domiciled in Rhode Island and the Pokemoto Shop that you will operate under the Franchise Agreement is or will be located in Rhode Island; (b) the offer to sell the franchise was made in the State of Rhode Island; or (c) the offer to buy the franchise was accepted in the State of Rhode Island.

2. **VENUE; GOVERNING LAW.** The following language is added to the end of Section 19.8 of the Franchise Agreement:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this act.” To the extent required by applicable law, Rhode Island law will apply to claims arising under the Rhode Island Franchise Investment Act.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

FRANCHISOR:

POKE CO HOLDINGS LLC

a Connecticut limited liability company

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

**RIDER TO THE POKE CO HOLDINGS LLC
FRANCHISE AGREEMENT
FOR USE IN VIRGINIA**

THIS RIDER (this “Rider”) is made and entered into by and between **POKE CO HOLDINGS LLC**, a Connecticut limited liability company with its principal business address at 1169 N. Burleson Boulevard, Suite 107-226, Burleson, Texas 76026 (“we”) and _____ a(n) _____, having its principal business address at _____ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20____, (the “**Franchise Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms an integral part of the Franchise Agreement. This Rider supersedes any inconsistent or conflicting provisions of the Franchise Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Franchise Agreement. This Rider is being signed because the Pokemoto Shop that you will operate under the Franchise Agreement is or will be established or maintained in Virginia.

2. **TERMINATION BY EITHER PARTY.** The following language is added to Section 17 of the Franchise Agreement:

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

FRANCHISOR:

POKE CO HOLDINGS LLC

a Connecticut limited liability company

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

**RIDER TO THE POKE CO HOLDINGS LLC
FRANCHISE AGREEMENT, REPRESENTATION STATEMENT, AND
RELATED AGREEMENTS**

FOR USE IN WASHINGTON

THIS RIDER (this “Rider”) is made and entered into by and between **POKE CO HOLDINGS LLC**, a Connecticut limited liability company with its principal business address at 1169 N. Burleson Boulevard, Suite 107-226, Burleson, Texas 76026 (“we”) and _____
_____, a(n) _____
_____, having its principal business address at _____ (“you”).

1. BACKGROUND. We and you are parties to that certain Franchise Agreement dated _____, 20____ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in the State of Washington; or (b) you are a resident of the State of Washington; or (c) the Pokemoto Shop that you will develop or operate under your Franchise Agreement is or will be located or operated, wholly or partly, in the State of Washington.

2. FEE DEFERRAL. The following is added to the end of Section 4.1 of the Franchise Agreement:
In lieu of an impound of franchise fees, we will not require or accept the payment of any initial franchise fees until (a) you have received all pre-opening and initial training obligations that are entitled to you under the franchise agreement or offering circular, and (b) your Shop is open for business.

3. SITE SELECTION. The following language is removed from Section 2.2.1 of the Franchise Agreement:

“or that your Shop operated at the Approved Location will be profitable or otherwise successful”.

4. NO WARRANTY OR GUARANTY. The following language is removed from Section 19.5 of the Franchise Agreement: “upon which you may rely”.

5. WASHINGTON LAW. The following paragraphs are added to the end of the Franchise Agreement

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal

of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

FRANCHISOR:

POKE CO HOLDINGS LLC

a Connecticut limited liability company

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

NEW YORK REPRESENTATIONS PAGE

FRANCHISOR REPRESENTS THAT THIS FRANCHISE DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

California	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	November 16, 2023; as amended _____
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	March 29, 2024

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans

EXHIBIT J

RECEIPTS

**RECEIPT
(OUR COPY)**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Poke Co Holdings LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Poke Co Holdings LLC or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Under Iowa law, we must give you this disclosure document at the earlier of our 1st personal meeting or 14 calendar days before you sign an agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. Under New York law, we must provide this disclosure document at the earlier of the 1st personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

If Poke Co Holdings LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit G.

Issuance Date: **March 29, 2024**

The franchisor is Poke Co Holdings LLC., located at 1169 N. Burleson Boulevard, Suite 107-226, Burleson, TX 76026. Its telephone number is 832-604-9568.

Michael J. Roper
1169 N. Burleson Boulevard, Suite
107-226, Burleson, TX 76026
832-604-9568

Mike Spavelko
1169 N. Burleson Boulevard, Suite
107-226, Burleson, TX 76026
832-604-9568

1169 N. Burleson Boulevard, Suite
107-226, Burleson, TX 76026
832-604-9568

See Exhibit G for Poke Co Holdings LLC’s registered agents authorized to receive service of process.

I have received a disclosure document dated **March 29, 2024** that included the following Exhibits:

Exhibit A	Financial Statements	Exhibit F	Table of Contents of Operations Materials
Exhibit B	Franchise Agreement	Exhibit G	State Administrators and Agents for Service of Process
Exhibit C	Veteran’s Incentive Program Addendum	Exhibit H	Sample General Release
Exhibit D	List of Existing Franchisees	Exhibit I	State Riders and Addenda
Exhibit E	List of Franchisees Who Have Left The System	Exhibit J	Receipts

Date

Signature

Printed Name

Date

Signature

Printed Name

Please sign this copy of the receipt, print the date on which you received this disclosure document, and return it, by mail to Poke Co Holdings LLC, 1169 N. Burleson Boulevard, Suite 107-226, Burleson, TX 76026, Attn: Legal. Tel: 832-604-9568. Email: info@pokemoto.com.

**RECEIPT
(YOUR COPY)**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Poke Co Holdings LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Poke Co Holdings LLC or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Under Iowa law, we must give you this disclosure document at the earlier of our 1st personal meeting or 14 calendar days before you sign an agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. Under New York law, we must provide this disclosure document at the earlier of the 1st personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

If Poke Co Holdings LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit G.

Issuance Date: **March 29, 2024**

The franchisor is Poke Co Holdings LLC., located at 1169 N. Burleson Boulevard, Suite 107-226, Burleson, TX 76026. Its telephone number is 832-604-9568.

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Exhibit D	List of Existing Franchisees	Exhibit I	State Riders and Addenda
Exhibit E	List of Franchisees Who Have Left The System	Exhibit J	Receipts

Date

Signature

Printed Name

Date

Signature

Printed Name

PLEASE SIGN THIS COPY OF THE RECEIPT, PRINT THE DATE ON WHICH YOU RECEIVED THIS DISCLOSURE DOCUMENT AND KEEP IT FOR YOUR RECORDS.