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MAY 20 2014
STATE EFFECTIVE DATES
Dept. of Business Oversight

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates

California	Pending
Hawaii	Pending <u>May 12, 2014</u>
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	April 30, 2014
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending <u>May 5, 2014</u>
South Dakota	Pending <u>May 6, 2014</u>
Virginia	Pending
Washington	Pending
Wisconsin	Pending <u>May 5, 2014</u>

In all the other states, the effective date of this disclosure document is the issuance date of April 30, 2014

your staff You will be responsible for all salaries, travel, living, incidental and other expenses of your employees If you require additional on-site assistance, you will pay us a per diem fee of \$1,000 per day for our staff providing the assistance plus you will also be charged for their extended travel, living, incidental and other expenses for the additional time period (Franchise Agreement clauses 5 1 C and 5 2 A)

If you signed a Development Agreement with us, once you have successfully opened two Restaurants, you must acquire certification training from us to enable you to provide initial training for opening Restaurants and/or provide ongoing training to your Restaurant staff at your own cost Certification training will be up to 14 days, and will be free of charge, but you must pay for all salaries, travel, living, incidental and other expenses of your employees attending the certification training program and any of our or our affiliate's training team's travel, living, incidental and other expenses If any additional training is required, you will pay our training fee of \$1,000 per day plus expenses for travel, accommodation and local transportation of our trainers The training certification must be renewed annually Your trainers must satisfactorily complete our initial franchisee training program and any ongoing training we offer to maintain certification Training may occur at the headquarters of our affiliate in Dubai, UAE, in London, England, in the United States and/or other location (Development Agreement clause 3 10)

Site Selection and Opening

Development Agreement

Under the Development Agreement, before you acquire by lease or purchase any site within the designated area for a Restaurant, you must submit to us, in the form we specify, a description of the proposed site and information we may necessarily require If you are not in default of your obligations to us under the Development Agreement, or any other development, franchise or other agreement with us, we will evaluate the site promptly, but not more than 30 days after we receive your proposal, and provide you with written notice of acceptance or non-acceptance of the site Site acceptance does not assure that a Franchise Agreement will be executed (Development Agreement clause 3 7) If we accept the site, we will offer to sign a Franchise Agreement for the site with you, and you will have 20 days after you receive the Franchise Agreement to accept the offer and sign and return the Franchise Agreement After we and you sign the Franchise Agreement, development of the Restaurant will be governed by the Franchise Agreement, and you must open the Restaurant within nine months (Development Agreement clause 3 8, Franchise Agreement clauses 3 1 B and 3 7)

You must obtain our written approval of the sites for the Restaurants to be developed under the Development Agreement, and commence and complete development of each Restaurant in time to meet the development schedule that was mutually agreed upon (Development Agreement clause 3 1) If we disapprove a site, you may submit other proposed sites until we approve one If you fail to open Restaurants and as a result fail to meet the development schedule, it will be a material default under the Development Agreement and if you do not cure the default within 30 days after we provide you with written notice of default, we may terminate the Development Agreement ~~unless you mitigate the failure to develop by paying us the initial franchise fee or balance of the initial franchise fee that would have been paid if you had opened the required franchised Restaurant(s) and a monthly non-performance fee for each unopened Restaurant~~ (Development Agreement clauses 3 2 and 3 4)

Franchise Agreement

2014 FDD JF US

Item 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

F A = Franchise Agreement

D A = Development Agreement

Provision	Section in franchise or other agreement	Summary
a Length of the franchise term	F A 2 1 D A 2 3	5 years, unless terminated earlier Expires on the earlier of (1) last development deadline or (2) completion of Development Schedule, unless earlier terminated
b Renewal or extension of the term	F A 15 1 D A 2 3	Four renewal franchises with terms of 10 years each, unless terminated earlier, and unless we stop offering franchises in your state No right to renewal or successor agreement
c Requirements for franchisee to <u>renew</u> or <u>extend</u>	F A 15 2 , 15 3 D A None	Include notice, no material default, refurbish if necessary to be in compliance with specifications and standards for new outlets, maintain rights to occupy the Restaurant, no monetary defaults to us, the Marketing Fund or our affiliates, sign new franchise agreement, pay renewal fee, complete retraining if necessary to comply with our then-current training standards, adopt procedures and actions of our top quartile franchisees, if applicable, sign a release, and pay our legal fees and costs If you seek to renew your franchise at the expiration of the initial term or any renewal term, you may be asked to sign a new franchise agreement that contains terms and conditions materially different from those in your previous franchise agreement, such as different fee requirements and territorial rights Not Applicable

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