

FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement") is made and entered into as of April 5, 2024, by and between:

FRANCHISOR: QuickBite Restaurant Systems Inc., a California corporation with its principal place of business at 789 Franchise Boulevard, Los Angeles, California 90001, United States ("Franchisor")

AND

FRANCHISEE: Golden Gate Dining LLC, a California limited liability company with its principal place of business at 456 Market Street, San Francisco, California 94102, United States ("Franchisee")

RECITALS:

WHEREAS, Franchisor has developed a distinctive system for establishing and operating fast-casual restaurants specializing in healthy food options under the trademark "QuickBite" in the restaurant and hospitality industry;

WHEREAS, Franchisee desires to obtain the right to establish and operate a QuickBite restaurant using the Franchisor's proprietary system, trademarks, and business methods;

1. GRANT OF FRANCHISE

Franchisor hereby grants to Franchisee, and Franchisee accepts, a non-exclusive franchise to establish and operate one (1) QuickBite restaurant (the "Franchised Business") at the following location: 456 Market Street, San Francisco, California 94102, subject to Franchisor's approval of the specific site.

2. TERM

The term of this Agreement shall be ten (10) years, commencing on the Opening Date, which shall be the date the Franchised Business opens for business to the public.

3. FRANCHISE FEE AND ROYALTIES

3.1 Initial Franchise Fee: Franchisee shall pay Franchisor an initial franchise fee of \$50,000 USD (Fifty Thousand US Dollars), which shall be due and payable upon execution of this Agreement. This fee is non-refundable.

3.2 Continuing Royalty Fee: Franchisee shall pay to Franchisor a continuing royalty fee equal to six percent (6%) of Gross Sales, payable monthly within ten (10) days after the end of each calendar month.

3.3 Marketing Fee: Franchisee shall contribute three percent (3%) of Gross Sales to the national marketing fund, payable monthly.

4. TRADEMARKS AND PROPRIETARY MARKS

Franchisee acknowledges that Franchisor is the owner of the QuickBite trademark and all related proprietary marks. Franchisee is granted a limited license to use such marks solely in connection with the operation of the Franchised Business and in accordance with this Agreement.

5. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any disputes shall be resolved through mediation, and if unsuccessful, through binding arbitration conducted in Los Angeles County, California.

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement as of the date first written above.

QUICKBITE RESTAURANT SYSTEMS INC.

By: Robert Thompson

Title: President and CEO

Date: April 5, 2024

GOLDEN GATE DINING LLC

By: Lisa Wong

Title: Managing Member

Date: April 5, 2024