

## LOCATION AGREEMENT

This Location Agreement ("Agreement") is made effective this 1<sup>st</sup> day of September 2020 (the "Effective Date"), between **SUB ZERO FRANCHISING, INC.**, a Utah corporation ("Franchisor") and **SOHAIL LAKHANI**, an individual ("Lakhani"), and **LUCKY TRIO 3, LLC**, a Georgia limited liability company ("LuckyTrio1").

In April 2017, Franchisor, Lakhani and Lucky Trio, LLC concurrently entered into those certain three Sub Zero™ franchise agreements for franchised stores for to-be-determined locations in the Atlanta, Georgia metropolitan area (the "Franchise Agreements"). The Franchise Agreements also include that concurrent amendment (the "Amendment") which modified the payment schedule for certain of the Initial Franchise Fees due under the Franchise Agreements. In May 2017, LuckyTrio1 was added as a party to the Franchise Agreements through that certain "New Entity Agreement." Lakhani and LuckyTrio3 or their affiliates have opened the franchised stores under the first two of the Franchise Agreements prior to the Effective Date.

This Agreement constitutes the parties' mutual acknowledgment of the designation of the franchise location for the third franchised store pursuant to the third of the Franchise Agreements (the "Third Agreement"), as outlined in this Agreement.

Now, therefore, in consideration of the mutual covenants set forth below, the parties agree as follows:

**1. Location Acknowledgment.** The parties acknowledge and agree that the "Franchise Location" as defined and referred to in Section 2(a) and Exhibit 1 of the Third Agreement is:

**140 W Broad Street, Athens, GA 30601**

**2. Initial Fee Payment Due.** The parties acknowledge and agree that the remaining **\$10,000** balance for the third Initial Franchise Fee is now due and payable. Lakhani and LuckyTrio1 shall pay this amount to Franchisor promptly. Lakhani and LuckyTrio1 acknowledge and agree that failure to promptly pay this remaining balance of the third Initial Franchise Fee shall constitute a material default under and good cause to terminate the Third Agreement.

Lakhani and LuckyTrio1 acknowledge and agree that Franchisor is not in default in any way under the Franchise Agreements or any other agreement between Lakhani or LuckyTrio1 and Franchisor.

**3. Miscellaneous Provisions.** The Franchise Agreements (including all prior amendments, exhibits, addenda, etc.) together with this Agreement constitute the entire agreement between the parties with respect to their subject matter. This Agreement and its provisions prevail over an inconsistency or contradiction between this Agreement and any part of the Franchise Agreements. This Agreement may not be modified or amended except by written agreement signed by the parties.

This Agreement will benefit and bind the respective heirs, executors, administrators, successors, and assigns of the parties. This Agreement may be executed in counterparts.

This Agreement has been prepared by attorneys representing Franchisor. Lakhani and LuckyTrio3, Lucky Trio 1 have had opportunity to have this Agreement reviewed by attorneys of its own choice.

**[Signature Page Immediately Follows]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

**SUB ZERO FRANCHISING, INC.**

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

**SOHAIL LAKHANI** ("Lakhani")

By: \_\_\_\_\_  
Sohail Lakhani, an individual

**LUCKY TRIO 1, LLC** ("LuckyTrio1")

By: \_\_\_\_\_  
Sohail Lakhani, Managing Member

**LUCKY TRIO 3, LLC** ("LuckyTrio3")

By: \_\_\_\_\_  
Sohail Lakhani, Managing Member