

OPERATOR RESTAURANT REFERRAL PROGRAM

Terms and Conditions

City Storage Systems (the “**Company**”) is continuously seeking more restaurant operators (the “**Potential Operator(s)**”) to fill our kitchen facilities. A current CloudKitchens operator (the “**Referring Operator**”) may refer a Potential Operator (the “**Referral**”) to the Company and receive a Bonus Credit per the terms and conditions provided herein.

Referring Operator Eligibility

Participation in the Operator Restaurant Referral Program is open to current CloudKitchens operators that are licensees under a Kitchens Services Agreement (the “**KSA**”).

Potential Operator Eligibility

Potential Operator Referrals must meet the following criteria for the Referring Operator to be eligible to receive a Bonus Credit:

- 1) The Potential Operator cannot currently be, or previously be, a licensee in a CloudKitchens facility;
- 2) The Potential Operator cannot have been referred by anyone else or be a Pre-Existing Opportunity. A “**Pre-Existing Opportunity**” exists where there have been active discussions between the Company and the Potential Operator or any of its affiliates within sixty (60) days of Referring Operator’s Referral;
- 3) The Potential Operator cannot have previously applied to become a CloudKitchens licensee and been rejected by the Company; and,
- 4) The Potential Operator must have signed the KSA for a minimum term of twelve (12) months, paid the required fees per the KSA, and also completed its first order.

Submitting Referrals

All Referrals must be submitted through the CloudKitchens Restaurant Referral form at <https://go.cloudkitchens.com/operator-referrals-program-ck-uscan>. Prior to submitting a Referral, the Referring Operator must have had a conversation with the Potential Operator regarding the opportunity. Proof of such conversation shall be required prior to receiving the Bonus Credit. The Referring Operator will be notified via email whether or not the Referral was successful.

Bonus Payment

If the Referring Operator and Potential Operator meet the above criteria, a credit of One Thousand Dollars (\$1,000) (the “**Bonus Credit**”) will be applied to the Referring Operator’s monthly license fee within sixty (60) days following the Potential Operator’s first order. Notwithstanding anything to the contrary herein, should the Referring Operator be delinquent in the payment of any fees under the KSA, the Bonus Credit shall first be applied to those delinquent amounts.

Miscellaneous

- The Operator Restaurant Referral Program is discretionary, and the Company reserves the right to determine the Referring Operator’s eligibility to receive a Bonus Credit and the amount of the Bonus Credit.
- The Company reserves the right to change or eliminate the program altogether, with or without notice.
- The Bonus Credit is deemed earned upon the date the Bonus Credit is scheduled to be applied to the Referring Operator’s account. If the Referring Operator is no longer a kitchen licensee once such Bonus Credit is to be applied, then the Referring Operator will not receive the Bonus Credit.
- Referring Operator must not make any guarantees to Potential Operators or make any statements that contradict the terms and conditions of the Operator Restaurant Referral Program.