

LETTER AGREEMENT

January __, 2022

Beast Investments, LLC
 740 SE Greenville Boulevard, Suite 400-163
 Greenville, North Carolina 27858

RE: MrBeast Burger Equity Grant and Brick and Mortar Restaurants

Dear Jimmy:

This Letter Agreement (this "**Agreement**") sets forth the terms and conditions under which Beast Investments, LLC or an affiliate thereof ("**BI**") would be granted equity in Virtual Concepts Holdings, Inc. ("**Holdings**"), the sole owner of Virtual Dining Concepts, LLC, the operating company for the Virtual Dining Concepts brand. In addition, this Agreement sets forth the proposed terms and conditions under which Virtual Dining Concepts, LLC or an affiliate thereof ("**VDC**") is willing to commit to jointly develop, own and manage with BI MrBeast Burger brick and mortar restaurants (the "**Business**"). All capitalized terms undefined herein shall have the meaning ascribed to such terms in that certain Endorsement and Services Agreement dated September 3, 2020, by and between BI and VDC's affiliate, Celebrity Virtual Dining, LLC (the "**Endorsement Agreement**").

Initial Equity Grant	<p>BI shall be transferred or issued 3,000,000 vested Class A common shares equivalent to a 3% ownership interest based on the fully diluted capitalization of Holdings before preferred, which shares will be subject to the terms and conditions of Holdings' certificate of incorporation, bylaws, standard issuance agreement, and any other applicable shareholder documents reasonably requested by Holdings. Such shareholder documents will provide that, subject to applicable laws, BI may sell, transfer, assign or convey its ownership interest in Holdings at any time to an affiliate.</p> <p>In the event of any sale, assignment or transfer of 49% or more of the then-outstanding shares of Holdings, whether directly or indirectly, standard tag-along and drag-along rights shall be applicable to BI's then existing equity interest in Holdings.</p> <p>Notwithstanding anything to the contrary, in no event may Holdings sell, assign or transfer 49% or more of the then-outstanding shares of Holdings or VDC, whether directly or indirectly, without BI's consent, in BI's sole, but reasonable discretion, to an individual or entity (or an affiliate thereof):</p> <ol style="list-style-type: none"> 1. principally associated with the adult industry and/or illicit drugs; or 2. headquartered (either physically or legally) in a country subject to a trade embargo imposed by the United States of America.
Milestone Based Equity Grant	<p>For each of the following 4 milestones which are satisfied, BI shall be transferred or issued 1,176,990 vested Class A common shares per milestone equivalent to a 1% ownership interest in Holdings based on the fully diluted capitalization of Holdings calculated as of the effective date of the Initial Equity Grant and subject to the terms and conditions noted above:</p> <ol style="list-style-type: none"> (1) BI posting a video at BI's expense in 2022 on MrBeast's main

	<p>YouTube channel promoting MrBeast Burger, which video should be comparable to MrBeast's December 19, 2020 video promoting the launch of MrBeast Burger, as evidenced by VDC's pre-approval of the creative concept for such video, which approval will not be unreasonably withheld</p> <p>(2) BI posting a video at BI's expense in 2023 on MrBeast's main YouTube channel promoting MrBeast Burger, which video should be comparable to MrBeast's December 19, 2020 video promoting the launch of MrBeast Burger, as evidenced by VDC's pre-approval of the creative concept for such video, which approval will not be unreasonably withheld.</p> <p>(3) MrBeast Burger aggregate gross sales (across all virtual and brick and mortar locations) exceeding \$200M in any calendar year between 2022 and 2027.</p> <p>(4) MrBeast Burger aggregate gross sales (across all virtual and brick and mortar locations) exceeding \$300M in any calendar year between 2022 and 2028.</p> <p>For sake of clarity, if (1) through (4) above are satisfied, BI would own 7,707,960 vested Class A common shares of Holdings.</p> <p>In the event of any sale, assignment or transfer of 49% or more of the then-outstanding shares of Holdings and such transaction eliminates one or more of BI's then outstanding milestone opportunities set forth above, effective immediately prior to and contingent on the closing of such sale, assignment or transfer, the equity grant associated with such terminated milestone opportunity shall vest in full.</p>
<p>Endorsement Agreement Amendments:</p>	<p>(1) The Term of the Endorsement Agreement shall be amended to extend indefinitely for so long as the MrBeast Burger virtual dining restaurant brand continues to operate. [see Business License section below in regard to the term for the brick and mortar business]</p> <p>(2) The BI exclusivity provision in the Endorsement Agreement shall be expanded to include all of BI's ownership interests and promotional activities in the restaurant space, both virtual and brick and mortar, and not just in the burger space as currently contemplated, excluding however promotional activities for or ownership interests in non-competitive brick and mortar restaurant brands. For example, so long as MrBeast Burger remains a brand focused on burgers, promoting Subway or Pizza Hut would be allowed, but promoting Red Robin or McDonalds would not be allowed.</p> <p>Notwithstanding the foregoing, all exclusivity obligations of BI under the Endorsement Agreement specific to brick and mortar restaurants (but not any other obligations) shall terminate immediately if (i) gross sales of the MrBeast Burger virtual business decrease by more than 50% over any three consecutive year period; (ii) VDC has not launched at least four brick and mortar locations within four years, or; (iii) if VDC closes any brick and mortar location without BI's advance written consent, which consent shall not be unreasonably withheld. In regards to (i), for example, if Year 1 gross sales are \$100 and Year 4 gross sales are \$45, irrespective of gross sales in</p>

	<p>Years 2 and 3, BI shall be released from BI's brick and mortar exclusivity obligations.</p> <p>(3) VDC agrees to add a covenant to the Endorsement Agreement that if VDC or Holdings intends to launch another burger brand, whether virtual and/or brick and mortar, endorsed by a digital creator comparable to MrBeast (including without limitation creators using YouTube, TikTok, Twitch, or any substantially similar platform, whether now known or hereafter created), that brand/individual shall be subject to BI's review and approval, in BI's sole and absolute discretion.</p> <p>(4) The parties agree to amend the assignment provision in the Endorsement Agreement such that either party may transfer the Endorsement Agreement as part of the sale of all or substantially all of such party's business without the other party's consent, but subject to the other provisions of this Agreement, but otherwise neither party may transfer the Endorsement Agreement without the approval of the other party, which approval shall not be unreasonably withheld.</p>
Business Structure:	A Florida limited liability company shall be formed to own the Business (the " <u>Company</u> "). The Company shall be owned 50% by BI and 50% by VDC. The Company will be manager-managed by two managers, one appointed by BI (the " <u>Beast Manager</u> ") and one appointed by VDC.
Business Management:	VDC shall operate and manage the Business on a day-to-day basis, however the Company's operating agreement (the " <u>Operating Agreement</u> ") will provide that any major decisions, including without limitation those set forth on <u>Appendix I</u> , must be approved by the Beast Manager.
Business Funding:	BI shall make an initial capital contribution to the Company equal to BI's Contract Year 1 Profit Royalty less BI's Contract Year 1 Minimum Royalty as contemplated under the Endorsement Agreement (the sum of which shall be known as the " <u>Initial Capital Contribution Amount</u> "). VDC shall simultaneously make an initial capital contribution to the Company equal to the Initial Capital Contribution Amount. To the extent the aggregate total of the Initial Capital Contribution Amounts funded by BI and VDC are insufficient to cover the buildout and opening costs of the first four MrBeast Burger brick and mortar restaurants when combined with operating cash flow from the first three restaurants as applicable, VDC shall loan the Company the balance reasonably necessary to buildout and open the first four MrBeast Burger brick and mortar restaurants subject to a reasonable market rate interest (the " <u>Loan</u> "), provided that the amount and terms of the Loan will be subject to approval by the Beast Manager. To the extent the aggregate total of the Initial Capital Contribution Amounts funded by BI and VDC are in excess of the amount needed to cover the buildout and opening costs of the first four MrBeast Burger brick and mortar restaurants, each party shall be distributed its proportional share of the balance. After the first four MrBeast Burger brick and mortar restaurants are open and operating, BI and VDC shall jointly agree on how to fund the Company going forward if and as necessary.

Business Distributions:	The Operating Agreement will provide that until such time as the Loan is repaid in full, the Company will make (i) quarterly distributions in an amount reasonably estimated to cover the net taxable income or gain for federal income tax purposes of the parties and (ii) periodic distributions in an amount equal to 2.5% of adjusted gross sales. Thereafter, any and all remaining profit shall be used to repay the Loan, provided that no such distributions or payments will be made unless, as reasonably determined by the Managers, after the distribution or payment is made, the Company will be able to pay its debts as they become due in the ordinary course of business. Once the Loan is repaid in full, profit shall be distributed based on ownership percentages (i.e., 50-50). Distributions shall be made as frequently as both BI and VDC elect, but in no event less than once annually.
Business Expenses:	The Company shall reimburse both parties for all ordinary, reasonable and necessary costs and expenses incurred in furtherance of the Business, provided that such costs and expenses are approved by the Managers. Notwithstanding the preceding sentence, each party will be responsible for its own costs and expenses incurred prior to the execution of the Definitive Agreements (including without limitation, costs relating to the negotiation and drafting of this Agreement and the Definitive Agreements).
Business License:	For no additional consideration, BI shall license to the Business the right to use Jimmy Donaldson's name, image and likeness, including the name "MrBeast", for the life of the Business, consistent with the existing license in the Endorsement Agreement (" <u>Talent's Attributes</u> "), including MrBeast Burger merchandise and retail products, which license shall be subject to BI's right to review and approve all uses of Talent's Attributes consistent with the Endorsement Agreement. For the avoidance of doubt, any use of Talent's Attributes must be directly related to the commercial interests of the Business.
Business Intellectual Property and Data:	<p>All intellectual property developed by or for the Company shall be owned by the Company, excluding any videos or other content created by Jimmy Donaldson or BI and initially distributed through or posted to Jimmy Donaldson's or BI's own distribution channels (including without limitation YouTube and social media accounts), whether or not relating to or developed for the Company, and any rights in and to Talent's Attributes, each of which shall continue to be owned exclusively by BI and licensed to the Company for the life of the Business.</p> <p>Subject to applicable law, VDC will prepare and share all relevant user data with BI in a usable format for use in other BI owned businesses.</p>
Business Promotion:	For no additional consideration, BI shall promote the Business consistent with BI's existing promotional obligations in the Endorsement Agreement, including attending restaurant grand openings when reasonably available.
Transition to C-Corp:	On written notice to VDC at any time, BI may elect to initiate the formation of a parent entity, currently contemplated to be structured as a Delaware C-Corp, which parent entity would acquire 100% of the ownership interests in the MrBeast Burger business, both virtual and brick and mortar (such

	transaction, a " C Corp Transition "), and be owned 50% by BI (or an affiliate thereof) and 50% by VDC (or an affiliate thereof); provided however, the C Corp shall enter into a management and/or license agreement(s) with VDC such that VDC shall operate and manage the consolidated business in the ordinary course of business on a day-to-day basis, subject to major decision rights in favor of BI, including without limitation the reasonable approval of the General Manager and those other significant rights set forth on Appendix 1. Upon BI's election to initiate a C Corp Transition, the parties will negotiate in good faith regarding the terms of such C Corp Transition and the structure of the resulting entity, but subject to and generally consistent with the existing terms of the Operating Agreement.
Business Transfer of Interests and Tag-Along Rights:	The Operating Agreement will provide that (i) neither party may sell, assign, or otherwise transfer all or any portion of their interest in the Business whether directly or indirectly at any time without the other party's prior written approval (provided however, the transfer of less than 49% of the then-outstanding shares of VDC, whether directly or indirectly, shall not require the consent of BI and the transfer of 49% or more shall be in accordance with the last paragraph of the Initial Equity Grant section) and (ii) in the event either party intends to sell any portion of their interest in the Business, whether directly or indirectly, the other party shall have standard tag-along rights.
BI Termination Right	Notwithstanding anything to the contrary, BI shall have the right to terminate the MrBeast Burger business, both virtual and brick and mortar, subject to a commercially reasonable wind-down period, if at any time in the future (i) there are less than 400 outlets, whether virtual and/or brick and mortar, selling MrBeast Burger on average over any 30-day period, or (ii) MrBeast Burger tarnishes MrBeast's reputation in a material, irreparable fashion.
MrBeast Burger General Manager:	VDC shall retain a "General Manager" to manage the MrBeast Burger business on a day-to-day basis, both virtual and brick and mortar. Both the individual to be retained and the terms of his or her employment shall be subject to BI's review and approval, which approval shall not be unreasonably withheld. VDC shall solely bear the expense of the General Manager unless and until the C Corp Transition occurs, in which event the expense of the General Manager shall be borne by the C-Corp.
Confidentiality:	The terms and conditions of this Agreement and the transaction described herein, including the identity of the parties, shall be held by the parties in strict confidence and shall not be disclosed to anyone, other than their respective legal counsel, shareholders, directors, advisors, consultants, employees, agents and representatives who need to know such information in connection with the transaction contemplated hereby.
Definitive Agreements:	If countersigned, this Agreement shall be binding on the parties and VDC shall promptly draft the contemplated transaction documents on substantially the terms outlined in this Agreement, with such other terms as the parties may mutually agree. The parties shall use good faith, commercially reasonable efforts to negotiate and finalize the transaction documents, which

	once fully executed shall thereafter govern the parties' rights and obligations with respect to the subject matter thereof.
Non-Compete; Non-Solicitation:	For the life of the MrBeast Burger business, whether virtual and/or brick and mortar, neither BI nor Jimmy Donaldson, shall, directly or indirectly, own any interest in any competitor of VDC or otherwise compete with the business of VDC, including technology directed to the virtual dining and/or brick and mortar restaurant business, or hire, offer to hire, entice away, persuade or attempt to persuade any client, employee, officer, agent, independent contractor, supplier and/or vendor of VDC to discontinue its relationship with VDC.
Garden State Plaza Mall (Paramus, NJ):	The parties acknowledge and agree that VDC is currently working on leasing space for the first MrBeast Burger brick and mortar restaurant and that VDC is going to continue and finalize those efforts in reliance on this Agreement.

Please indicate BI's acceptance of these terms by countersigning below.

Virtual Dining Concepts, LLC,
a Florida limited liability company

By: _____
Name: Jeffrey C. Sirolly
Title: General Counsel and Secretary

ACCEPTED AND AGREED:

Beast Investments, LLC,
a North Carolina limited liability company

By: Susan Parisher, Jan 23, 2022
Name: Susan Parisher
Date: Authorized Representative

Appendix 1 Major Decisions

Without first obtaining the approval of the Beast Manager, the Company will not:

- Enter into any sale or other disposition of the Company assets other than in the ordinary course of the Company's business;
- Borrow money or otherwise incur indebtedness in the name of or on behalf of the Company if such borrowing or indebtedness either is not in the ordinary course of the Company's business or is in excess of \$100,000 in a single transaction or a series of related transactions;
- File a voluntary petition in bankruptcy on behalf of the Company;
- Dissolve the Company;
- Convert the Company to another type of entity;
- Merge the Company with another entity;
- Borrow funds from the Company;
- Do any act that makes it impossible to carry on the business of the Company;
- Do any act in contravention of the Operating Agreement;
- Amend the Operating Agreement or the Company's Articles of Organization;
- Issue additional units of membership interest in the Company;
- Admit a new Manager;
- Enter into any transaction between the Company and a Member or a Member's Affiliate, where "Affiliate" is defined as any person or entity a Member controls, is controlled by or is under common control with, as determined through possession, directly or indirectly of at least fifty percent (50%) of the voting equity the entity, or the power to direct or cause the direction of the management or policies of an entity whether through ownership of securities, by contract or otherwise, including without limitation any purchase of units of membership interest in the Company from a unitholder or unitholder's Affiliate;
- Create a subsidiary that is not one hundred percent (100%) owned by the Company;
- Introduce any new menu item, or make any replacement of or material modification to an existing menu item, including without limitation any modification to the name of any item, any ingredients or recipes, or the packaging of any item; or
- Enter into any agreement to do any of the foregoing.