INFORMATION FOR PROSPECTIVE FRANCHISEES REQUIRED BY FEDERAL TRADE COMMISSION

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TO PROTECT YOU, WE'VE REQUIRED YOUR FRANCHISOR TO GIVE YOU THIS INFORMATION. **WE HAVEN'T CHECKED IT, AND DON'T KNOW IF IT'S CORRECT**. IT SHOULD HELP YOU MAKE UP YOUR MIND. STUDY IT CAREFULLY. WHILE IT INCLUDES SOME INFORMATION ABOUT YOUR CONTRACT, DON'T RELY ON IT ALONE TO UNDERSTAND YOUR CONTRACT. READ ALL OF YOUR CONTRACT CAREFULLY. BUYING A FRANCHISE IS A COMPLICATED INVESTMENT. TAKE YOUR TIME TO DECIDE. IF POSSIBLE, SHOW YOUR CONTRACT AND THIS INFORMATION TO AN ADVISOR, LIKE A LAWYER OR AN ACCOUNTANT. IF YOU FIND ANYTHING YOU THINK MAY BE WRONG OR ANYTHING IMPORTANT THAT'S BEEN LEFT OUT, YOU SHOULD LET US KNOW ABOUT IT. IT MAY BE AGAINST THE LAW.

THERE MAY ALSO BE LAWS ON FRANCHISING IN YOUR STATE. ASK YOUR STATE AGENCIES ABOUT THEM.

FEDERAL TRADE COMMISSION,
WASHINGTON D.C.

ameci
PIZZA KITCHEN

STATE COVER PAGE
FRANCHISE DISCLOSURE DOCUMENT

AMECI PIZZA AND PASTA, INC.
6603 "B" Independence Ave.
Canoga Park, California 91303
(818) 712-0110

www.amecipizzaandpasta.com

The franchisee will operate an AMECI PIZZA KITCHEN® fast service, limited menu Italian restaurant.

The initial franchise fee is $25,000 for a single unit AMECI PIZZA KITCHEN® franchise. The estimated initial investment ranges from $225,000 - $325,000.

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant. Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit "E" for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. **The franchise agreement states that California law governs the agreement and this law may not provide the same protections and benefits as your local law. You may want to compare these laws.**

2. **AMECI may require you to acquire, install, and maintain additional or different fixtures or items of equipment designated by AMECI at any time more than 18 months before the date the original term or any renewal term of the Franchise Agreement expires. Such remodeling may not be required more than once per five-year period. The cost of those items may be substantial.**

3. **Even though you receive an exclusive territory and AMECI may sell Ameci brand retail products in grocery stores within your exclusive territory and may establish specialized Ameci outlets in specialized locations such as shopping malls or airports. You will face competition from the franchisor through these other channels of distribution.**

4. **Your spouse must also sign a personal guarantee making your spouse individually liable for your financial obligations under the agreement. The guarantee will place your spouse's martial and personal assets at risk if your franchise fails.**

5. **There may be other risks concerning this franchise.**

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.

Effective Date: ___________, 2018

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1.

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor is AMECI PIZZA AND PASTA, INC. The Franchisor is referred to as "AMECI" in this Disclosure Document. A person or entity who buys a franchise from AMECI is referred to as "you" in this Disclosure Document. If you are a corporation or other entity, certain references to "you" also applies to your owners.

AMECI is a California corporation, incorporated on February 11, 1985, and is doing business in California under the trade name "Ameci Pizza & Pasta" with the associated logo. AMECI's principal business address is 6603 "B" Independence Avenue, Canoga Park, California 91303. AMECI's agent for service of process is disclosed in Exhibit "E". Its principal business address is the same location as AMECI's. AMECI franchised AMECI PIZZA & PASTA Restaurants from November 17, 1986 through May 2015. AMECI has never offered franchises in any other line of business. AMECI is currently operating two Ameci Pizza & Pasta Restaurants and one Ameci Pizza Kitchen® Restaurant. AMECI's predecessor is Ameci Pizza & Pasta In & Out, a California partnership formed in February 1984 by Nicola Andrisano and Angelo Falato, two of the founders of AMECI, and later became incorporated in September 1993 as Fana Foods, Inc. AMECI's predecessor owned and operated three fast-service, limited menu, take-out Italian restaurants under the name AMECI Pizza & Pasta and opened an Italian food commissary in September 1984. Prior to forming the partnership, the two partners co-owned and operated two full-service Italian restaurants under the name "AMECI". Those restaurants were opened in April 1979 and February 1980, respectively.

On November 17, 1986, AMECI's predecessor entered into Franchise Agreements with AMECI for operation of its three fast-service restaurants as AMECI Pizza & Pasta Restaurant franchises on AMECI's standard terms and conditions, except that no initial franchise fee was paid and no royalty fees are paid for any of those franchises while a majority interest in the franchise is owned by any member of the immediate family of the present partners. If majority ownership of a partnership-owned franchise is transferred outside the family of the partners, the new owner will pay AMECI the standard royalty fee. Two of these franchises have been sold. The remaining franchise was transferred to Fana Foods, Inc., which continues to operate it. AMECI's predecessor has never offered franchises in any line of business.

AMECI grants the right to operate a fast service, limited menu Italian restaurant (the "Franchised Business"). You must sell only pizza, pasta, Italian-style sandwiches, soft drinks, and other items that are part of the AMECI standard menu. You must provide fast, take-out service and you may be required to offer some limited on-premises eating facilities and/or delivery service. From time-to-time AMECI may also offer for sale existing AMECI Pizza &

Pasta Restaurants that have been operated by AMECI since they opened or that were previously operated by a franchisee and reacquired through repurchase or termination.

You will compete with all other restaurants and eating establishments, including Italian restaurants, pizza parlors and fast food restaurants, including well established independent restaurants and local, region or national chains. The market for the products offered through the franchise is a mature and developed market, and intensely competitive. Your Franchise Location is typically in an urban area on a major thoroughfare in or near a shopping center/strip center. You will offer products and services to the general public. Exhibit "F" of this Disclosure Document summarizes the special regulations for restaurant services. AMECI has operated fast service, limited menu, take-out Italian restaurants under the trade name "Ameci Pizza & Pasta" since June 5, 1986.

AMECI has operated fast service, limited menu, take-out Italian restaurants under the trade name "Ameci Pizza Kitchen®" since 2010.

2.

BUSINESS EXPERIENCE

DIRECTOR, PRESIDENT AND CONTROLLER: **NICOLA ANDRISANO.**

Nicola Andrisano has been the President, Treasurer, Chairman and a member of the Board of Directors of AMECI since 1986. Since February 1984, he has been a partner in AMECI Pizza & Pasta In & Out, which subsequently became Fana Foods, Inc., the successor business entity of AMECI Pizza & Pasta In & Out, Inc. He has been AMECI's Controller since 202017.

DIRECTOR: **IDA T. ABBATE**

Ida T. Abbate has been a member of the Board of Directors of Ameci since 1994. Over that time, she has also been in the management of apartment buildings and commercial real estate for her personal family trust.

DIRECTOR AND VICE PRESIDENT OPERATIONS AND TRAINING: **MARIA FALATO**

Maria Falato has been a member of the Board of Directors of Ameci since January 1, 2010. During the last five years, she has been assisting in AMECI restaurant operations and has been training franchisees.

3.

LITIGATION

No litigation is required to be disclosed in this Disclosure Document.

Neither AMECI, nor any person or franchise broker identified in this Item 2, is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in that association or exchange.

4.

BANKRUPTCY

Neither AMECI nor any parent, predecessor affiliate, officer, or general partner of AMECI, or any other individual who will have management responsibility relating to the sale or operation of franchises offered by this document has, during the 10-year period immediately before the date of this Disclosure Document:

(a) Filed as a debtor (or had filed against it) a petition under the United States Bankruptcy Code ("Bankruptcy Code") or under the laws of foreign nations relating to bankruptcy;

(b) Obtained a discharge of its debts under the Bankruptcy Code or under the laws of foreign nations relating to bankruptcy;

(c) Been a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition under the Bankruptcy Code or under the laws of foreign nations relating to bankruptcy, or that obtained a discharge of its debts under the bankruptcy Code while, within one year after, the officer or general partner held the position in the company.

5.

INITIAL FEES

The franchise fee for a single unit Franchise is $25,000. If you qualify for and executed a Development Agreement for more than one Ameci Pizza Kitchen® restaurant you will pay a franchise fee of $15,000 for the second restaurant and a franchise fee of $10,000 for the third and each additional restaurant. If you sign a Development agreement you must pay, in addition to the initial franchise fee, a non-refundable deposit of $2,500 for each additional restaurant. You must pay the franchise fee and any deposits when you sign the Franchise Agreement. There are no refunds of the franchise fee or deposits under any circumstance.

If AMECI cancels the Franchise Agreement because you or your location manager fail to perform satisfactorily during or upon completion of AMECI's training program, the initial franchise fee is refunded. There are no refunds of the initial franchise fee under any other circumstance.

6.

OTHER FEES

Name of Fee	Amount	Due Date	Remarks
Royalty	6% of gross sales	Payable on Wednesday of each week by automatic debit to your account	"Gross Sales" will mean the total dollar sales received by the Franchisee from all customers of the Franchised Restaurant, and will include all cash and credit sales made by the Franchisee of every kind and nature made at, from, by or in connection with the Franchised Restaurant including, but not limited to, all dollars and income received from: (a) the sale of (i) foods, food products and food items, (ii) beverages and drinks, (iii) any and all goods and merchandise, and (iv) any other authorized products and services; (b) the redemption of gift cards and gift certificates by the Franchised Restaurant; and (c) any business interruption insurance payments made to the Franchisee by any insurance company. "Gross Sales" will not include any sales, use or gross receipts tax imposed by any federal, state, municipal or governmental authority directly upon sales, if the amount of the tax is added to the selling price and is charged to the customer;; the amount of all discounts and coupons which are taken or redeemed at the Franchised Restaurant,

Name of Fee	Amount	Due Date	Remarks
Additional Training (1)	Currently $300 per day for the first trainer and $200 per day for each additional trainer.	In advance of scheduled date of training	3 representatives may simultaneously attend initial training program without additional charge.
Transfer (2)	Currently $3,500 per franchise location	Before consummation of transfer	Payable when the Franchise Agreement, or any interest in whole or in part is transferred, except you may transfer between existing owners or family members of existing owners without paying the fee.
Renewal (3)	$1,000	Upon renewal	Terms and conditions upon renewal are same terms and conditions as then granted by AMECI for renewals.
Extension Fee	$2,500 per month	Prior to delayed opening	Optional Payment to extend the required opening date of any restaurant for one month. The maximum extension period is 12 months.
Accounting and Audit	Cost of bookkeeping and inspection or audit	As incurred	Bookkeeping expenses are borne entirely by you. AMECI may audit your records at any time. Audit fees, collection costs, attorneys' fees and interest are payable only if there is an understatement of any payment of 2% or more
Late Charge	$50 plus interest at the lesser of 1.5% per month or the maximum rate legally permitted for commercial transactions	5 business days after due date of any payment	Payable on all overdue amounts. NOTE: The Maximum Interest Rate allowed in California is 10% per annum.
Interest	Maximum interest rate legally permitted for commercial transactions – NOTE: CA maximum rate is 10%	At time of royalty payment	Payable on all overdue amounts. NOTE: The Maximum Interest Rate allowed in California is 10% per annum.

Name of Fee	Amount	Due Date	Remarks
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	Payable on demand or by the prevailing party in the event of a lawsuit.
Indemnification	Will vary under circumstances	As incurred	You must reimburse AMECI for all costs, expenses, and attorneys' fees in connection with claims from your Franchise operations.
Reimbursements	Costs of AMECI's expenses	30 days after billing	AMECI may pay certain reimbursable costs which are your responsibility.

Except for Accounting and Audit, all fees are imposed by and payable to AMECI. All fees are non-refundable. The Royalty Fee will be automatically debited from your account in accordance with the Auto Debit Agreement, Exhibit "J" to this Disclosure Document. The Auto Debit Agreement authorizes AMECI to debit your designated business checking or savings account for amounts due to AMECI. You must sign this Agreement prior to opening your Restaurant for business.

(1) The Additional Training Fee is currently $300 per day for the first trainer and $200 per day for each additional trainer r according to the fee schedule of the Manual, and is subject to change. AMECI notifies you when fees are revised. The expenses for attending training include travel, lodging and food. There is no training fee for mandatory refresher training.

(2) The Transfer Fee is currently $3,500 according to the fee schedule of the Manual, and is subject to change.

(3) The Renewal Fee is currently $1,000, according to the fee schedule of the Manual, and is subject to change.

7.

ESTIMATED INITIAL INVESTMENT

EXPENDITURE	AMOUNT LOW	HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Franchise Fee	$ 25,000	$ 25,000		Notes (1) and (2)	AMECI
Leasehold Improvement (3)	$ 60,000	$ 93,000		Non-refundable	Contractor
Fixtures & Equipment (4)	$ 65,000	$ 105, 000		Non-refundable	Equipment Supplier
Opening Inventory	$ 5,000	$ 6,000		Variable; non-refundable	Suppliers (Sections 8,9 below)
Your Expenses While Attending Training	$ 3,500	$ 6,000		As incurred	Suppliers of food, lodging and travel
Deposits, Prepaid Expenses (5)	$ 6,500	$ 10,000		Prior to opening, refundability varies	Landlord, taxes, insurance, utilities
Additional Funds (6)	$ 17,000	$ 25,000		Variable, non-refundable	Employees, vendors
Grand Opening	$ 5,000	$ 5,000		Prior to opening, refundability varies	Suppliers

Computer / POS	$20,000	$28,000		Prior to Opening, non-refundable	Computer Company
Working Capital	$15,000	$20,000		As Incurred	Various
Total Initial Investment	$225,000	$325,000			

FOOTNOTES TO ABOVE CHART:

(1) The $25,000 franchise fee is for each single location franchise. The franchise fee is paid when the franchise agreement is signed.

(2) AMECI does not provide any financing of franchise fees.

(3) If you develop a new location, you must pay leasehold improvement construction costs to the contractor in accordance with the construction contract. You may take advantage of any leasehold improvement financing or amortization offered by the lessor of the franchise location premises. These estimates assume that the new franchise location is leased unimproved, unfinished retail store-type unit. If you purchase a franchise location or construct a building, your initial investment is much greater, the exact amount depending upon the size and location of the franchise premises. Construction and remodeling costs vary widely, depending upon the location, design, configuration, and condition of the premises, the condition and configuration of existing services and facilities such as air conditioning, electrical, and plumbing, and the terms of the franchisee's lease of the franchise location.

(4) An equipment vendor may require a deposit for fixtures and equipment. You are required to prepare and sell all of the menu items from time-to-time designated by AMECI as part of its standard menu and to provide all standard services designated by AMECI from time to time. If any special or additional equipment or fixtures are required for those services or menu items, you must acquire that equipment or fixture, which may be costly. An Equipment List is attached to this Disclosure Document as Exhibit "H".

(5) Deposits and other prepaid expenses include real property lease security payments (estimated range of $2,500 to $6,000), utility company deposits (estimated at $1,000), license fees (estimated at $400), and insurance (estimated at $600). The circumstances under which deposits may be refunded are determined by the parties to whom they are given. A typical AMECI Pizza Kitchen® Restaurant franchise is in an urban area on a major thoroughfare or adjacent to or in a suburban shopping center. A typical location is 1,100 to 1,400 square feet. Typical rental costs usually range from $2.00 or lower per square foot per month, depending upon factors such as size, condition, and location. Monthly lease payments usually range from $2,000 to $2,800.

(6) These estimates do not include managerial salaries or any payments to you. The estimates do not account for finance charges, interest, and related costs if any portion of the initial investment is financed. The availability and terms of financing are unpredictable and depend upon such factors as the availability and terms of financing generally, your financial background, resources, and credit worthiness, your available security and lending institution

policies.

8.

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate the Franchised Business according to the specifications described in the Manual. Periodically, AMECI issues new specifications and revised specifications by changes to the Manual. No revision to the Manual unilaterally alters the fundamental rights and obligations created by the Franchise Agreement. The Manual regulates food products, ingredients, menus, recipes, equipment, fixtures, leasehold improvements, inventory requirements, lease terms, layout, plans and specification of Franchise Location, signs, miscellaneous materials and supplies, and trademarked items such as stationary, business cards and paper goods used in operating the Franchised Business, required or authorized products and product categories and authorized suppliers of these items (which may include AMECI or its affiliates). These required or authorized purchases and leases represent substantially all purchases and leases connected with your establishment of the Franchised Business.

To assure the uniform quality and freshness of the key ingredients of food products produced and sold at the franchise location and the uniform quality and appearance of paper goods, you must purchase mozzarella cheese, cold cuts, flour, tomatoes, spices, and pizza boxes and other paper goods from a designated supplier. Such supplier is not affiliated with AMECI. AMECI may derive monies from those purchases by its receipt of discounts, allowances, or payments based on sales to franchisees. During the fiscal year ended May 31, 2018, AMECI received total revenues of $2,996,300.00. Additional monies in the amount of approximately $89,500.00 were received from suppliers.

AMECI may develop and distribute food products and ingredients based upon its secret, proprietary blends and recipes, including spice packets containing proprietary blends of spices used for flavoring the pizza sauce, pasta sauce, and other tomato-based sauces and cheese, used in your Franchised Business. You must use those proprietary food products and ingredients and must buy them from AMECI suppliers. AMECI will inform you of additional secret, proprietary food products or ingredients that you must purchase from AMECI suppliers through periodic supplements to the AMECI Manual. AMECI derives monies as a result of required food product and ingredient purchases by franchisees because AMECI may derive income from manufacturer or supplier allowances. Such allowances range from 2% to 2.5% of the total purchases by franchisee.

Purchases of ingredients, food products and paper goods are estimated to be approximately 30% of gross sales.

You must sell only items on AMECI's standard menu, as modified periodically by AMECI. AMECI may add items to or delete items from the standard menu and require you to offer those items.

Before you open the Franchised Business, you must purchase a complete opening inventory of the foodstuffs, products, ingredients, paper goods, and all other supplies, as specified in the Manual and you must continue to purchase and maintain a complete inventory of the foodstuffs, products, ingredients, paper goods, and other supplies required to operate the Franchised Business, in quantities specified in the Manual and sufficient to meet reasonably anticipated customer demand.

You must prepare all menu items according to AMECI's proprietary recipes, and AMECI's specified products and ingredients and according to the Manual. All foodstuffs, products, ingredients, paper goods, and other supplies purchased for use or sale at the AMECI Pizza & Pasta Restaurant not purchased directly from AMECI, or from a supplier it designates, are brands specified by AMECI or selected by you and authorized by AMECI in writing. If no particular brand is specified or authorized, the goods or supplies purchased by you must meet any quality requirements according to the Manual. You may purchase authorized brands from any source of supply that carries them; however, some brands may be available from only a single supplier.

AMECI may offer nonproprietary products for sale to all of its franchisees, including paper goods (maybe bearing AMECI's proprietary logo, trademarks, service marks, or trade name); cheeses; meats; tomatoes; sauces; spices; flour mix for pizza dough; and any other products meeting AMECI's standards. You may buy those products either from AMECI or from other suppliers selling AMECI authorized brands.

AMECI bases its approval of food product and ingredient brands on its subjective quality criteria such as taste and texture. AMECI also considers a particular brand's availability and the stability and reliability of the products' manufacturers and its suppliers. There is no fixed criteria for approving brands. When you request approval, AMECI has a reasonable time to investigate the product and its producer and suppliers. AMECI may require you to submit information regarding the producer and sources of supply and samples for testing and evaluation by AMECI or an independent laboratory. Approval cannot be unreasonably withheld, but is based on wholly subjective criteria. AMECI must give you prompt written notice of approval or disapproval. AMECI maintains and distributes a list of authorized brands in the Manual. You are notified of approval of new brands or revocation of existing approvals by receipt of revised lists for insertion in the Manual. Approval cannot be unreasonably withheld, but is based on wholly subjective criteria. AMECI must give you prompt written notice of approval or disapproval.

AMECI maintains and distributes a list of authorized brands in the Manual. You are notified of approval of new brands or revocation of existing approvals by receipt of revised lists for insertion in the Manual. AMECI's decisions are based upon franchisees' suggestions and AMECI's own monitoring of the industry and testing of products and ingredients.

Specifications for paper goods include standards for weight, size, ply, appearance, design, and printing quality, and may include standards for quantity availability and delivery. AMECI may also require use of its trade name and/or trade and service marks on any paper goods. The supplies specification sheet is part of the Manual. You are notified of changes in specifications by revisions to the specification sheets for insertion in the Manual.

AMECI may receive quantity discounts and/or promotional or administrative allowances, either directly or indirectly, from franchisees' purchase of designated or authorized products from other suppliers. The discounts and/or allowances range from 2% to 2.5% of the total purchases by franchisees.

AMECI prepares a layout, specifications, and plans for the franchise location. You must hire a contractor designated by AMECI (or, if AMECI does not designate, a contractor authorized by AMECI) to remodel, and/or construct all the interior improvements and perform all the interior finish work necessary for a new franchise location to conform to AMECI's layout, specifications, and plans (including the drop ceiling, interior walls and partitions, wall coverings, floor coverings, electrical outlets, and plumbing fixtures) and to install the fixtures and equipment required for a new franchise location (including plumbing fixtures, lighting fixtures, cooking equipment, and counters). The contractor designated by AMECI is not affiliated with AMECI. Neither AMECI nor any person affiliated with AMECI derives revenue as a result of your use of the designated contractor.

AMECI may require you to acquire, install, and maintain additional or different fixtures or items of equipment designated by AMECI at any time more than 18 months before the date the original term or any renewal term of the Franchise Agreement expires. The cost of those items may be substantial.

The cost of constructing or remodeling the franchise location improvements, the equipment and fixtures purchase price, and necessary opening inventory purchases from the supplier described above are estimated to be 85% of the total cost of establishing a new Franchised Business. If the leasehold improvements, fixtures, and equipment are leased or purchased on an installment basis, these purchases amount to approximately 40-50% of the total cost of acquiring and beginning operation of a new Franchised Business. If the leasehold improvements, fixtures, and equipment are leased or purchased on an installment basis, expenditures for those items amount to approximately 8-10% of average total operating expenses.

You may be required to acquire, install, and maintain additional or different fixtures or items of equipment designated by AMECI provided however that such "remodeling" shall not be required more than once every 5 years. The cost of those items may be substantial.

If you purchase an existing Restaurant location from AMECI, you must purchase from AMECI the food products, ingredients, and supplies on hand at the location. On the night before you assume the operation of the franchise location. AMECI will make an inventory of all food products, ingredients, and supplies on hand at the franchise location. You must purchase those items at cost by delivering payment the next morning. Those items are considered part of the opening inventory required for your franchise location.

The franchise location lease deposits and prepaid rent, fixtures and equipment purchase price, and inventory purchases of supplies, ingredients, and beverages paid by you in your purchase of an existing location are all part of the cost of acquiring and beginning operation of the Franchised Business and are estimated to be 85% of that cost. If you lease rather than purchase the leasehold improvements, fixtures, and equipment, these payments amount to approximately 40-50% of the total cost of acquiring and beginning operation of a franchise. If you purchase the leasehold improvements, fixtures, and equipment, payment on the lease amounts to between 6-8% of average total operating expenses. If the leasehold improvements, fixtures, and equipment are leased, expenditures for lease payments and existing inventory purchases will amount to approximately 8-10% of average total operating expenses.

You must obtain AMECI's prior approval of any lease of a new franchise location premises.

The lease must give AMECI: (1) the right to receive a copy of any notice of default under the lease simultaneously with the notice being sent to you and at least 30 days before any termination or cancellation of the lease; (2) the option to cure any default and cause the landlord to evict you and permit AMECI to take over your interest under the lease if you default under the lease; and (3) the right to succeed to your interest under the lease and cause the landlord to evict you if you are in default under the Franchise Agreement. Neither AMECI, nor any person affiliated with AMECI, derives any revenues from the lease.

You must obtain and maintain public liability, property damage, and product liability insurance; replacement value fire, theft, and extended coverage insurance on each franchise location in the amount of $2,000,000 per occurrence and $2,000,000 in the aggregate; and business interruption insurance in an amount equal to 52 times your weekly royalty fees Each insurance policy must name AMECI as an additional insured, contain cross-liability endorsements, and require notification to AMECI at least 30 days before cancellation or alteration. You must provide AMECI with certificates of insurance evidencing the required coverage no later than the date your AMECI Pizza Kitchen® Restaurant opens for business and before expiration of each policy.

Neither AMECI, nor any person affiliated with AMECI, derives any revenues from the required purchases of insurance.

You must maintain at least one telephone for each franchise location, with listings in all official and unofficial telephone directories identifying it exclusively with the franchise location. You must transfer all telephone numbers serving the franchise location to AMECI or its nominee upon expiration or termination of the Franchise Agreement. A Telephone Listing Agreement is attached to this Disclosure Document as Exhibit "I".

Neither AMECI, nor any person affiliated with AMECI, derives revenues from the required telephones or telephone listings.

AMECI's has no advertising program relating to the franchise system and has no obligation to conduct advertising or media coverage, whether local, regional, or national for the franchise system. AMECI is not required to, and does not, spend any amount on advertising in the area or territory where your franchisee is located. There is no Advertising Counsel or Advertising Fund associated with your franchise and you are not required to participate in any local or regional advertising cooperative or advertising fund. You are allowed to utilize any advertising or promotional materials so long as the materials are not obscene, immoral, do not utilize nudity, do not promote unlawful or illegal activity or behavior, do not tarnish or sully the AMECI name or brand, and does not represent AMECI in a negative light within the community. No advertising shall contain vulgar or offensive language and must comply with all laws, rules, statutes or codes within the state and city in which your franchise is located.

Your bookkeeping and accounting records, financial statements and reports submitted to AMECI must conform to the then current standards and requirements as described in the Manual.

9.

FRANCHISEE'S OBLIGATIONS

THIS TABLE LISTS YOUR PRINCIPAL OBLIGATIONS UNDER THE FRANCHISE AND OTHER AGREEMENTS. IT WILL HELP YOU FIND MORE DETAILED INFORMATION ABOUT YOUR OBLIGATIONS IN THESE AGREEMENTS AND IN OTHER ITEMS OF THIS DISCLOSURE DOCUMENT.

Obligation	Section in Franchise Agreement("FA") Development Agreement ("DA")	Item in Disclosure Document
(a) Site selection and acquisition/lease	FA – Article 11 DA – Article 6	Items 6, 7 and 11
(b) Pre-opening purchases/leases	FA - Articles 9 and 11 DA – Article 6	Item 8
(c) Site development and other pre-opening requirements	FA - Article 11 DA – Article 3	Items 6, 7 and 11
(d) Initial and ongoing training	FA - Article 14	Item 11
(e) Opening	FA - Article 8	Item 11
(f) Fees	FA - Articles 4, 6 and 16 DA – Article 4	Items 5 and 6
(g) Compliance with standards and policies/Manual	FA - Article 10	Item 11
(h) Trademarks and proprietary information	FA - Articles 2 and 10	Items 13 and 14
(i) Restrictions on products/services offered	FA - Article 9	Item 16
(j) Warranty and customer service requirements	None	
(k) Territorial development and sales quotas	DA – Article 3	
(l) On-going product/service purchases	FA – Article 9	Item 8
(m) Maintenance, appearance and remodeling requirements	FA - Articles 1, 8 and 11 DA – Article 6	Item 11
(n) Insurance	FA – Article 13	Items 6 and 8

Obligation	Section in Franchise Agreement("FA") Development Agreement ("DA")	Item in Disclosure Document
(o) Advertising	FA - Article 5	Items 6 and 11
(p) Indemnification	FA - Article 23 DA – Article 13	Item 6
(q) Owner's participation/ management/staffing	FA – Articles 2 and 14	Items 11 and 15
(r) Records/reports	FA - Article 7 DA – Article	Item 6
(s) Inspections/audits	FA - Article 8 DA – Article	Item 17
(t) Transfer	FA - Article 16 DA – Article 9	Item 17
(u) Renewal	FA - Articles 1 and 3 DA – Article	Item 17
(v) Post-termination obligations	FA – Article 19	Item 17
(w) Non-competition covenants	FA – Article 21	Item 17
(x) Dispute resolution	FA - Articles 24 DA – Article 14	Item 17
(y) Other: Guarantee of Franchisee Obligations	FA – Articles 1 and 30	

10.

FINANCING

Neither AMECI nor any agent or affiliate offers direct or indirect financing to you, guarantees any of your notes, leases or obligations, or has any practice or intent to sell, assign or discount to any 3rd party all or any part of any of your financing arrangements.

AMECI does not know whether you will be able to obtain financing for all or part of your investment and, if so, the terms of the financing. AMECI does not receive direct or indirect payments in connection with financing.

11.

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, AMECI is not required to provide you with any assistance.

1. Pre-Opening. Before you open your business, AMECI:

A. Designate your Assigned Area (Franchise Agreement-Section 1.13).

B. Review and consent to your selection of a franchise location (Franchise Agreement - Section 11.1). If you purchase a franchise for a new location and a franchise location is not determined at the time the Franchise Agreement is signed, AMECI will review any information you provide to it regarding the population density, demographics, compatibility with surrounding businesses, and overall quality of franchise locations proposed.

Although AMECI's review of your selection of a location and AMECI's consent to the location is required, you are solely responsible for selecting and obtaining a franchise location suitable for the Franchise. AMECI's consent is not a warranty of the desirability, suitability, condition, viability, or success of the location.

C. After the franchise location is selected and reviewed, AMECI will provide standard specifications and plans for the construction, remodeling, improvement, equipping, and fixturization of the franchise location by you (Franchise Agreement – 11.4).

D. AMECI will loan you with a copy of the Manual containing the standard operating procedures, policies, rules, and regulations established by AMECI (Franchise Agreement Article 10). The Manual also contains food preparation procedure guides and tips, instructions and reminders, systems and forms to assist in efficient restaurant operation, specifications for equipment, supplies, and fixtures, equipment and supply lists, and a basic bookkeeping system you may use. The Manual contains confidential and proprietary information which belongs to AMECI.

AMECI may supplement and amend the Manual so long as those changes do not materially diminish your rights under the Franchise Agreement. The Manual is the property of AMECI and you must return it to AMECI upon expiration or termination of the Franchise Agreement.

E. AMECI will provide you with a list of items required for the opening inventory, the designated or authorized brands or specifications of those items, and suggested suppliers (Franchise Agreement – Article 9.

F. Train up to 3 representatives of your company (Franchise Agreement - Section 14.1). This training is described in detail later in this Item.

2. Length of Time. A new AMECI Pizza Kitchen® Restaurant franchise location usually opens for business 18 to 26 weeks after the location is reviewed and the lease signed. Factors that may affect the length of time between signing of the Franchise Agreement and opening for business include the time necessary to find a satisfactory location, obtain any financing, obtain required permits and governmental agency approvals, fulfill local ordinance requirements, complete construction, remodeling, alteration, and improvement of the franchise location, including the installation of fixtures, equipment, and signs, and complete the hiring and training of personnel. Delays in construction may be caused by inclement weather, material or labor shortages, labor actions, slow deliveries, equipment shortages, and similar factors.

3. During Operation of the Franchise. AMECI will:

A. Loan you a copy of the Manual to use during the term of the Franchise Agreement. The Manual is the property of AMECI. The Manual and other materials owned by AMECI contain AMECI's confidential information. This information includes methods, formats, specifications, standards, systems, procedures and sales and marketing techniques used, and knowledge of and experience in developing and operating the Franchised Business; marketing programs for the Franchised Business; food products, ingredients, goods and supplies, equipment; and knowledge of specifications for and suppliers of certain supplies. You must operate the Franchised Business in strict conformity with the methods, standards and specifications in the Manual. AMECI may periodically revise the contents of the Manual so as to convey advancements and new developments in sales, marketing, operational techniques and other items and procedures relevant to the operation of the Franchised Business. (Franchise Agreement Article 10). The Table of Contents of the Manual is attached to this Disclosure Document as Exhibit "G".

B. Provide 2 representatives in the franchise location for up to 7 days during the first 30 days after it opens for business, to assist implementing the Operating System and training your employees (Franchise Agreement - Section 14.2). If AMECI believes the Franchised Business requires and would benefit from additional on-site supervision, AMECI provides supervision at additional cost as set forth in the Operations Manual.

C. Have its representatives visit the franchise location on an as needed basis (Franchise Agreement Section 8.9). During these visits the representative checks on the operation of the restaurant, consults with you about the Franchised Business, and answers any questions you have regarding the Franchised Business.

D. AMECI will indemnify and hold you harmless from any damages assessed against in any action or proceeding brought against you by any party other than AMECI arising out of your authorized use of the trade name AMECI Pizza Kitchen® and/or the licensed marks (Franchise Agreement - Section 2.8).

4. Advertising.

AMECI's has no advertising program for the franchise system and has no obligation to conduct advertising or media coverage, whether local, regional, or national for the franchise system. AMECI is not required to, and does not, spend any amount on advertising in the area or territory where your franchisee is located. There is no Advertising Counsel or Advertising Fund associated with your franchise and you are not required to participate in any local or regional advertising cooperative or advertising fund. You are allowed to utilized any advertising or promotional materials so long as the materials are not obscene, immoral, do not utilize nudity, do not promote unlawful or illegal activity or behavior, do not tarnish or sully the AMECI name or brand and does not represent AMECI in a negative light within the community. No advertising shall contain vulgar or offensive language and must comply with all laws, rules, statutes or codes within the state and city in which your franchise is located.

You must maintain a listing in all of the telephone directories distributed in the geographic area of your Franchise Location and display the telephone listing in all of your local promotional activity.

There are no restrictions on AMECI, or any other AMECI franchisee, from soliciting or accepting orders from consumers inside your territory. AMECI reserves the right to use other channels of distribution, such as the internet, telemarketing or other direct marketing sales, to make sales within your territory using AMECI's principal trademarks. You will not receive any compensation from AMECI for soliciting or accepting orders from inside your territory.

There are no restrictions on you from soliciting or accepting orders from consumers outside your territory. You may use other channels of distribution, such as the internet, telemarketing or other direct marketing sales, to make sales outside your territory.

5. Computer Systems. All of your bookkeeping and accounting records, all of your financial statements and all of your reports submitted to AMECI must conform to the then current standards and requirements as described in the Manuals. AMECI requires that you purchase and use the POS System designated in the Operations Manual which provides detailed sales reporting, inventory controls, food cost and labor cost analysis. The system must be purchased directly from the POS vendor specified in the Operations Manual. AMECI does not receive direct or indirect payments from POS vendor for purchases of the system. The cost of purchasing the system is approximately $20,000 (3 terminals). You may enter into individual agreements directly with POS vendor for maintenance, repairs, upgrades or updates of the system, but no such agreements are required by AMECI. AMECI will have independent access to any information that will be generated or stored in any computer system.

6. Operating Manual. The Operating Manual is a total of 145 pages. The Table of Contents of AMECI'S Operating Manual as of the last fiscal year-end is attached to this Disclosure Document as Exhibit "G".

7. Training. AMECI conducts a training program in the management and operation of the Franchised Business. You must attend and successfully complete the training program before the opening of the Franchised Business. If you fail to complete the training program to the satisfaction of AMECI, then AMECI may terminate the Franchise Agreement. Upon termination for failure to satisfactorily complete training, AMECI refunds the initial franchise fee to you. The training program will be conducted during normal business hours at AMECI's offices or any other place as AMECI may designate for your benefit. The training program covers all aspects of the operation of an AMECI Business.

Before you open for business, you, or at least one of your equity owners and any other manager must successfully complete AMECI's mandatory training course provided by AMECI at a location or locations designated by AMECI.

The training course is as follows:

Subject	**Classroom Training Hours**	**On The Job Training Hours**	**Location**
Introduction/Orientation & Serve Safe Class	6-Hrs	2-Hrs	Canoga Park, California or at a location designated by AMECI*

Subject	Classroom Training Hours	On The Job Training Hours	Location
Management Controls & Systems: • Opening Procedures • Intro Menu/Recipes • Propriety Products • Inventory System • Equip. Orientation • Health & Sanitation • Prep List & Procedures • Dough Prep • Intro To Closing Procedures	2-Hrs	6-Hrs	
Rest. Opening Procedures • Critical Items Inv. • Recipe Review • Production Stations • Intro To QSCC Evaluation • Closing Procedures	2-Hrs	6-Hrs	
Ops. Training- 2 days Review and Work On Previous Days Processes & Systems	2-Hrs	14-Hrs	

Subject	Classroom Training Hours	On The Job Training Hours	Location
Introduction to POS • Crew Sched & Mgt • Opening Procedures • Order Processing • Closing Procedures	2-Hrs	6-Hrs	
Intro Distribution System Placing & Receiving Orders • Equipment Maintenance & Trouble Shooting • POS Station Operation • Rest Management	1-Hrs	7-Hrs	
Systems Execution- 2-Days • Review Best Practices	1-Hrs	15-Hrs	
Intro APK Accounting Sys Hands –On Ops Training	2-Hrs	6-Hrs	

Subject	Classroom Training Hours	On The Job Training Hours	Location
Intro Management Duties • Staffing Strategies • Discuss Employee Handbook • Interview Workshop • Retention Program • Office Set-Up & Record Keeping Requirements Review Security Procedures Hands –On Ops Training	2-Hrs	6-Hrs	
Review Training Program & Prep for Final Exam	2-Hrs		
Total Classroom Hrs.	22-Hrs		
Total OJT Hrs.		68-Hrs	
Total Program Hours			90-Hrs

* Or other locations as may be designated by AMECI.

If AMECI determines that you or your trainees require and would benefit from more than 12 days of pre-opening training, AMECI will provide that training and you or your trainees must attend.

The training course is followed by additional training, preparation, and assistance at your Franchise Location for at least 7 days after opening, during which you operate your Franchise Location under the supervision of an AMECI representative. If AMECI determines that you and your Franchised Business would benefit from more than 7 days of post-opening training, AMECI will provide it and you will be required to operate the Franchise Location under AMECI's supervision for an additional period.

There is no additional charge for any of this training for you or your equity owners or manager who is trained simultaneously with you. However, if you wish to receive any additional training or if AMECI determines that any additional training is necessary, you must pay AMECI in advance the then current tuition fee in the Manual. The tuition fee as of the effective date of this Disclosure Document is $300 per day for the first trainer and $200 per day for each additional trainer.

Although not obligated to do so by any provision of the Franchise Agreement, AMECI may from time-to-time offer voluntary refresher training programs in addition to the annual mandatory refresher course. AMECI may charge you a reasonable fee for attendance at those voluntary programs, to reimburse AMECI for the cost of sponsoring the program.

If you contract to open multiple restaurants, you and your staff will receive one week of in store training at the opening of each additional restaurant. If you purchase an existing restaurant you and your staff must attend and successfully complete the training program outlined above based on one week of classroom training and one week of in store training after you take over operations.

12.

TERRITORY

1. Under the Franchise Agreement, you receive a non-exclusive right to use the AMECI trade name and marks in connection with the Franchised Business only from the AMECI licensed location. AMECI cannot operate or sell a franchise of another Italian-style restaurant within a certain designated area around the location. The designated area is determined by AMECI based upon the Franchise Location. The size of your designated area depends upon factors such as the size of the trade area for the franchise location, population density, and per capita income. The designated area in an urban area normally does not exceed a one mile radius; the designated area in a suburban area normally does not exceed a two mile radius. The designated area may also be expressed in city blocks or use other geographic landmarks to define its boundaries.

You cannot use AMECI's trade name or marks, the AMECI method of operation, or any trade secrets or proprietary information except from the Franchise Location. You may advertise or make sales outside the designated area. AMECI or other AMECI Pizza Kitchen® franchisees may advertise or make sales in your designated area.

AMECI may establish any other licensed, franchised, or company-owned business within the designated area of a particular franchise location, so long as that business uses a trade name, trademarks, and service marks other than the ones licensed to you and is not an Italian-style restaurant. AMECI can sell pizza, pasta, Italian-style sandwiches, and other food products in the designated area under the licensed name and marks at grocery stores, to institutional customers, or otherwise.

Your designated area may be altered only by prior written agreement between AMECI and you, except that if you exercise a right to renew, AMECI can reduce the size of the designated area at the end of the initial term of the Franchise Agreement and before commencement of the renewal term.

You can relocate the franchise to another mutually acceptable location if, through no fault of your own, you lose the right to occupy the franchise location before expiration of any lease of the location. However, you may not relocate the Franchised Business without AMECI's prior written consent.

You do not receive the right to acquire additional franchises within your designated area.

There is no minimum sales quota. You maintain rights to your designated area even though the population increases.

2. AMECI reserves the right, throughout the Territory, to engage in the following activities and to use in connection with such activities the Marks and/or such other trade names, service marks, trademarks, commercial symbols and logos as AMECI elects:

A. To offer, sell, market and distribute products, ingredients, frozen, packaged or prepared doughs, sauces, spice mixes or other foods, through any channel of distribution, retail, wholesale or otherwise, existing or later developed, and regardless of whether or not such products are, now or later authorized for use or sale at Franchised Outlet, or incorporated as part of the AMECI System, or competitive with products or services used, sold or provided by franchisees; and

B. To offer, sell, render and provide foods services of any kind, through any means, locations or channels of distribution now existing or later developed; provided, however, AMECI shall not operate an AMECI Restaurant similar to the Franchised AMECI Restaurants within the Territory.

13.

TRADEMARKS

AMECI grants you the right to use certain trademarks, service marks and other commercial symbols ("Trademarks") in operating the Franchised Business. AMECI's principal Trademarks are "AMECI PIZZA KITCHEN®" and "AMECI®".

You must follow AMECI's rules when using the Trademarks. You cannot use AMECI's name as part of any corporate or partnership name unless authorized by AMECI in writing. You must not use the Trademarks in any manner not authorized by AMECI.

Nicola Andrisano owns the service mark "AMECI", registered on the Principal Register of the United States Patent and Trademark Office, registration No. 1,209,238, registered on September 14, 1982. The Federal registration is active and continues to be in full force. On June 5, 1986 Mr. Andrisano licensed the service mark "AMECI" to AMECI in perpetuity.

Nicola Andrisano owns the service mark "AMECI PIZZA KITCHEN®", registered on the Principal Register of the United States Patent and Trademark Office, registration No. 3,834,632, registered on August 17, 2010. Mr. Andrisano licensed the service mark "AMECIPIZZA KITCHEN" to AMECI in perpetuity.

AMECI also claims common law rights with respect to the trade and service marks it licenses to you.

There are no presently effective material determinations of the Patent Office, the Trademark Administrator of this State or any court, any pending interference, opposition or cancellation proceeding or any pending material litigation involving the Trademarks.

You must notify AMECI of any infringement of, challenge to, or unauthorized use of the Trademarks or marks which comes to your attention. AMECI may take such action as it deems appropriate to protect its Trademarks. If AMECI decides to modify or discontinue use of the Trademarks, you must do so, but AMECI must reimburse you for tangible costs of complying with this obligation, for example, costs of changing signs. No other compensation as a result of the discontinuance or modification of any Trademark is required.

AMECI is not obligated to participate in your defense if you are a defendant in any administrative or judicial proceeding involving the Trademarks, but AMECI must indemnify you for all costs and expenses incurred by you in any action or proceeding brought against you by any third party as a result of your authorized use of AMECI's Trademarks, including attorney's fees, unless AMECI offers to provide you with counsel and you refuse. AMECI has the right, but no obligation, to control any litigation involving its Trademarks. You must not contest, directly or indirectly, AMECI's rights or interests in its Trademarks or contest the rights of AMECI to register, use, or license others to use its Trademarks.

AMECI entered into a Settlement Agreement and Release on December 12, 1995 with IN-N-OUT Burger, Inc. regarding AMECI's prior use of the words "In & Out" and AMECI has agreed to discontinue any use of the words "In & Out" in connection with its AMECI Pizza and Pasta Restaurant operations. There are no other agreements currently in effect which limit the rights of AMECI to use or license the use of its Trademarks which are material to the franchise.

AMECI does not know of any infringing uses that could materially affect your use of the Trademarks in this state.

14.

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

AMECI has no rights in any patent which is material to the Franchised Business. AMECI claims copyrights on its printed materials, including the Manual, but no copyright is currently registered. Item 11 describes limitations of the use of the Manual by you. As of the date of this Disclosure Document, there are no agreements which limit the rights of AMECI to use or license the use of the copyrights in any manner material to the Franchised Business.

AMECI's recipes, its particular method of producing pizza and pasta products and operating a fast-service, Italian-style restaurant, and all the information contained in the Manual are proprietary information owned by AMECI. You must not contest AMECI's exclusive ownership of the copyrights or any proprietary information to which AMECI claims exclusive rights. You are not given any rights in other proprietary information developed by AMECI in the future.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. As of the date of this Disclosure Document, there are no agreements which significantly limit AMECI's right to use or authorize you to use the copyrighted materials. Also, there are no infringing uses actually known to AMECI which materially affect your use of the copyrighted materials in any state. AMECI is not required by any agreement to protect or defend copyrights or confidential information, although it intends to do so when this action is in the best interests of the Franchise System.

15.

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You, or a managing equity owner or a qualified manager, must devote full time and best efforts to the day to day operations of the Franchised Business with no operational or management commitments in other businesses except other AMECI franchises. You, your managing equity owner, or your manager, must satisfactorily complete the training program conducted by AMECI before the opening of the Franchised Business.

AMECI can withdraw approval of a manager and require you to replace the manager with a new qualified manager trained by AMECI within 45 days if AMECI determines that the present manager is not operating the Franchised Business in complete compliance with the Franchise Agreement and the Manual, or is not demonstrating satisfactory ability to operate the franchise. These requirements apply to all single location franchises and to area franchises.

You, your manager, equity owners, and employees must observe all confidentiality requirements of the Franchise Agreement.

AMECI's Franchise Agreement restricts your rights to assign, sell, or transfer your interest in the Franchise under certain circumstances and to certain parties. Your spouse must sign and consent to the provisions of the Franchise Agreement as listed in the "Consent of Spouse" form attached as Exhibit "D".

16.

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer only those menu items and services authorized by AMECI as comprising the AMECI system and operate strictly in accordance with the AMECI system and menu, including compliance with AMECI's standards of operation materials. You must not use the AMECI name, marks or symbols in any business other than the operation of an AMECI Pizza Kitchen® Restaurant. You must not engage in any other business, or offer any other products or services, under the AMECI name without the prior written consent of AMECI. AMECI has the right to add additional authorized menu items, products or services that you are required to offer. There are no limits on AMECI's right to do so.

17.

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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.

Provision	Section in Franchise Agreement ("FA") Development Agreement ("DA")	Summary
(a) Term of the Franchise	FA - Articles 1.19, 3.1 and 3.2 DA - Articles 1.13 and 3	FA - 5 years. Term of DA dependent on development schedule.
(b) Renewal or extension of the term	FA - Articles 1.20 and 3.3 DA – NA	If you are in good standing, you can add up to 3 additional 5 year terms. Your notice of renewal must be at least 180 days prior to expiration of the initial or any renewal term.
(c) Requirements for you to renew or extend	FA - Article 3.3 DA – NA –	No defaults, no repeated pattern of defaults, notice to AMECI of your election to renew, sign new agreement, payment of renewal fee and agreement of remodel to then current image.
(d) Termination by you	FA - Article 18 DA – None	If AMECI defaults and no cure or corrective action commenced within 30 days.
(e) Termination by AMECI without cause	None	There is no provision for AMECI's termination without cause.
(f) Termination by AMECI with cause	FA - Article 17 DA – Article 10	AMECI can terminate only if you are in default.

(g) "Cause" defined - defaults which can be cured	FA - Article 17 DA – Article 10	(a) Failure to satisfactorily complete all mandatory training; (b) Failure to correct a violation of any applicable law, ordinance, rule or regulation with respect to any aspect of the premises or business of the Franchised Restaurant (c) Failure to correct any condition which may risk the health or safety of any person; (f) Failure to pay, when due, any Royalty Payment or other payment/amount; (g) Failure to make timely payment of undisputed bills or amounts due to third parties; (h) Failure to timely and accurately report Gross Sales; (i) Failure to maintain h the quality standards, specifications, menu, and operating procedures as set forth in the Operations Manual; (j) Refusal to allow Franchisor to audit reported sales; (k) Failure to engage the Bookkeeper and/ provide financial reports; (l) Failure to timely reopen or; (n) Withdrawal of Franchisee or Principals from the business of Franchisee without the prior written consent of Franchisor and such withdrawal continues for five (5) Business Days after Notice; (o) Allowing a final judgment against Franchisee to remain unsatisfied;

Provision	Section in Franchise Agreement ("FA") Development Agreement ("DA")	Summary
		(p) Failure to comply with any provision of this Agreement; (r) Failure to maintain required insurance coverage.

(h) "Cause" defined - defaults which cannot be cured	FA - Article 17 DA – Article 10	(a) Conviction of a felony offense; (b) Conviction of an offense which could disparage the goodwill associated with the Marks, (c) Failure to remain open the number of days provided in the Operations Manual without good cause or the prior written consent of Franchisor; (d) Two (2) or more defaults, breaches or violations of the Agreement within a twelve (12) month period, whether cured or not; (e) Failure of any of the warranties and representations by Franchisee; (f) Violation of the obligation of confidence; (g) Knowingly or negligently understating Gross Sales; (h) Establishing more than one Operating Account; (i) Violation of the provisions of Section 8.8 of this Agreement; (j) Failure to timely open the Franchised Restaurant; (k) Refusal to allow inspection of the Franchised Restaurant; (l) Receipt of ten (10) or more material customer complaints related to the quality of service in or products within any six (6) month period; or (m) Physical or verbal abuse of the employees or agents of Franchisor. The rights or obligations of Franchisee under

Provision	Section in Franchise Agreement ("FA") Development Agreement ("DA")	Summary
		this Agreement or any other agreement with Franchisor; (n) Voluntary abandonment of the franchise relationship or operations; (o) Failure to complete the requirements of ARTICLE 11 of this Agreement and open the Franchised Restaurant on or before the Required Opening Date; (p) Any Transfer or attempt to Transfer not in compliance with the Franchise Agreement (q) Prior to or at any time during the term of this Agreement (i) making false or misleading statements or omissions of fact in the franchise application, financial statements, business plan, or any other information relating to the franchise or the Franchised Restaurant, including information supplied pursuant to an audit; or (ii) acting fraudulently with respect to the rights or obligations of Franchisee under this Agreement or any other agreement with Franchisor.
(i) Your obligations on termination/ nonrenewal	FA - Article 19 DA - NA	Obligations include payment to AMECI of all amounts due, complete deidentification (also see "(r)" below).
(j) Assignment of contract by AMECI	FA - Article 16 DA – Article 9	AMECI has the right to assign or transfer its interest, and transferee under the Franchise Agreement must assume AMECI's obligations.

(k) "Transfer" by you - definition	FA - Article 16.2 DA – Article 9 and 22.25	FA - Includes transfer of contract or assets or equity ownership change.
(l) AMECI's approval of transfer by you	FA - Section 16.2 DA - NA	FA - AMECI has the right to approve all transfers but will not unreasonably withhold approval. DA – You do not have any right to transfer rights under the DA.
(m) Conditions for AMECI's approval of transfer	FA - Article 16 DA - NA	FA - New franchisee qualifies, transfer fee paid, assumption of franchise agreement by new franchisee and assumption of location lease, release signed by you, you have cured any breach of Franchise Agreement, all sums have been paid for or assumed by new franchisee (also see "(r)" below).
(n) AMECI's right of first refusal to acquire your business	FA - Article 20 DA - NA	AMECI can match any offer for an interest in your franchise.
(o) AMECI's option to purchase your business	None	
(p) Your death or disability	None	
(q) Non-competition covenants during the term of the franchise	FA - Article 21 DA – Article 11	No interest in or involvement with competitive business.

(r) Non-competition covenants after the franchise is terminated or expires	FA - Article 21 DA – Article 11	No interest in or involvement with competitive business for 2 years.
(s) Modification of the agreement	FA - Article 25.7 DA – Article 15.7	Only upon writing signed by AMECI and you, or by final order of court, but the Manual is subject to change.
(t) Integration/ merger clause	FA - Article 25.8 DA – Article 15.8	Only the terms of the Franchise Agreement (including Exhibits and the Manual) are binding (subject to state law). Any other promises may not be enforceable.
(u) Dispute resolution by arbitration or mediation	FA - Article 24 DA – Article 14	All disputes subject to mandatory non-binding mediation at a neutral site to be designated by the mediator.
(v) Choice of forum	FA - Article 25.10 DA - Article 15.10	Los Angeles County, California
(w) Choice of law	FA - Article 25.10 DA – Article 15.10	California Law applies.

SEE CALIFORNIA ADDENDUM FOR ADDITIONAL INFORMATION

18.

PUBLIC FIGURES

AMECI does not presently use any public figure to promote its franchise.

19.

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

AMECI does not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. AMECI also does not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, AMECI may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Nicola Andrisano, 6603 "B" Independence Ave., Canoga Park, California 91303, the Federal Trade Commission, and the appropriate state regulatory agencies.

20.

OUTLETS AND FRANCHISEE INFORMATION

(1)

Table No. 1

Note: The following tables include both Ameci Pizza Kitchen® Restaurants and Ameci Pizza & Pasta Restaurants. AMECI has operated one Ameci Pizza Kitchen® in California since it's conversion in 2010.

Systemwide Outlet Summary
For years 2016 to 2018

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2016	31	31	-0-
	2017	31	31	-0-
	2018	31	31	-0-
Company Owned	2016	3	3	-0-
	2017	3	3	-0-
	2018	3	3	-0-
Total Outlets	2016	34	34	-0-
	2017	34	34	-0-
	2018	34	34	-0-

(2)

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2016 to 2018

State	Year	Number of Transactions
CALIFORNIA	2016 2017 2018	-0- -0- -0-
TOTAL	2016 2017 2018	-0- -0- -0-

Table No. 3

Status of Franchised Outlets For Years 2016 to 2018

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Re-acquired by Franchisee	Ceased Operation Other Reasons	Outlets at End of the Year
CALIFORNIA	2016	34	0	0	0	0	0	34
	2017	34	0	0	0	0	0	34
	2018	34	0	0	0	0	0	34
Totals		102	0	0	0	0	0	102

Table No. 4

Status of Company-Owned Outlets

For years 2016 to 2018

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of The Year
CALIFORNIA	2016	3	0	0	0	0	3
	2017	3	0	0	0	0	3
	2018	3	0	0	0	0	3
Totals	2016	3	0	0	0	0	3
	2017	3	0	0	0	0	3
	2018	3	0	0	0	0	3

(3)

Table No. 5

Projected Openings As Of MAY 31, 2018

State	Franchise Agreements Signed but not opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company Owned Outlet In The Next Fiscal Year
CALIFORNIA	0	2	0
TOTAL	0	2	0

(4) Frachises operating as of the close of AMECI'S most recent fiscal year:

California:

Nazir Wasifi	30651 Thousand Oaks Blvd. # E Agoura Hills, CA 91301 818-889-7722
Abdul Ahmad	4550 E Balfour Rd. Brentwood, CA 94513 925-240-0000
Steve Lorenger	2390 Las Posas Rd. # E Camarillo, CA 93010 805-482-3031
Maurice Rasson	27554 Sierra Hwy. Canyon Country, CA 91351 661-252-2030
Lucien De Zilwa	21110 Devonshire St. Chatsworth, CA 91311 818-998-0591
Eric Landis	151 Ventura Rd. Fillmore, CA 93015 805-524-3500
Albino Robles	17910 1/2 Magnolia Ave. Fountain Valley, CA 92708 714-963-5790

Hayk Igraryan	728 S Glendale Ave. Glendale, CA 91205 818 247 9944
Rahim Azamy	16858 San Fernando Mission Rd. Granada Hills, CA 91344 818-363-0484
Naim Azamy	14775 Jeffrey Rd., # D Irvine, CA 92604 949-551-6500
Rohullah Lodin	18068 Culver Dr. Irvine, CA 92714 949-857-1900
Hayk Igraryan	3800 Foothill Blvd. La Crescenta, CA 91214 818-249-0400
Sayeed Haidriy	25431 Trabuco Rd. Lake Forest, CA 92630 949-830-6401
Walid Assoum	10847 Los Alamitos Blvd. Los Alamitos, CA 90740 562-594-7277
Frank Andrisano	1751 Artesia Blvd., #A Manhattan Beach, CA 90266 310-374-2245
Douglas Lorenger	1560 Newbury Rd., # E-3 Newbury Park, CA 91320 805-499-8300
Joel Montero	12450 Burbank Blvd., # H North Hollywood, CA 91607 818-509-1666
Mike Ostovar	1941 N Rose Ave., #660 North Oxnard, CA 93030 805-981-1400

Fred Najeed	1929 S. Patterson Rd. Oxnard, CA 93035 805-382-8888
Zabi Rasaie	11229 Tampa Ave. Northridge, CA 91326 818-368-4228
Maurice Rasson	28013 Seco Canyon Rd. Santa Clarita, CA 91390 661-296-6131
Farhad Sabzevar	4371 1/2 Woodman Ave. Sherman Oaks, CA 91423 818-981-2500
Juan Carlos Sanchez	2780 Tapo Canyon Rd., # B3 Simi Valley, CA 93063 805-581-9770
Maria Falato	1724 E. Avenida De Los Arboles Thousand Oaks, CA 91362 805-493-2914
Joseph Abbate	648 E 1st Street Tustin, CA 92780 714-368-1446
Jesus Robles	10225 Telephone Rd. Ventura, CA 93003 805-659-4483
Nicolo Andrisano Maria Falato	23709 Vanowen St. West Hills, CA 91307 818-710-9424
Sal Bosco	20021 Roscoe Blvd. Winnetka, CA 91306 818-886-1111
Abdullah Lodin	125 E. Harvard Blvd., #D Santa Paula, CA 93060 805-933-5544

Bashir Ghafarzadeh	15615 Ventura Blvd. Encino, CA 91436 818-906-0597
Michael Ammoun	19803 Ventura Blvd. Woodland Hills, CA 91364 818-348-7900

Corporate Owned Stores:

Nicolo Andrisano	27305 Live Oak Rd., # D Castaic, CA 91384 661-257-3855
Nicolo Andrisano	24268 Lyons Ave. Newhall, CA 91321 661-255-3500
Nicolo Andrisano	4861 Topanga Canyon Blvd. Woodland Hills, CA 91364 818-346-1500

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

21.

FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit "A" are Audited Financial Statements of AMECI as of May 31, 2018, May 31, 2017, and May 31, 2016.

22.

CONTRACTS

The following contracts are attached to this Disclosure Document as Exhibits:

Exhibit B -	Franchise Agreement With Exhibits
Exhibit C -	Restaurant Development Agreement
Exhibit D -	Consent Of Spouse
Exhibit I -	Telephone Listing Agreement
Exhibit J -	Auto Debit Agreement

23.

RECEIPT

The last 2 pages of this Disclosure Document are detachable receipts or acknowledgments (one for you and one for AMECI) of having received the Disclosure Document, Franchise Agreement and all other exhibits.

ADDENDUM TO THE DISCLOSURE DOCUMENT UNDER THE CALIFORNIA FRANCHISE INVESTMENT LAW TO AMECI PIZZA AND PASTA, INC. FDD ADDITIONAL CALIFORNIA DISCLOSURES

This Addendum may contain information which may limit application of one or more of the provisions listed in Item 17. The designated provisions in the Disclosure Document and all Exhibits attached thereto, including the Franchise Agreement, will be amended in accordance with the provisions provided below:

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

YOU MUST SIGN A GENERAL RELEASE IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE §31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE §§31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE §20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§22000 THROUGH 20043).

California Franchise Relations Act. The California Franchise Relations Act (Business and Professions Code Sections 20000 through 20043) provides certain rights to you concerning termination or non-renewal of a franchise. If the Franchise Agreement contains any provision that is inconsistent with the act, the act will control.

SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE TO YOU A DISCLOSURE DOCUMENT APPROVED BY THE DEPARTMENT OF BUSINESS OVERSIGHT BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

AMECI cannot solicit your agreement to a material modification in the Franchise Agreement without first delivering a written disclosure to you in the form and manner required by the California Department Of Business Oversight.

To the extent that California law conflicts with any covenant not to compete or arbitration provision contained in the Franchise Agreement, the law will control.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 USCA Section 101 et.seq.).

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671 certain liquidated damages clauses are unenforceable.

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

Neither AMECI nor any person or franchise broker in Item 2 of the UFDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in this association or exchange.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at www.dbo.ca.gov.

AMECI PIZZA AND PASTA, INC.
AMECI PIZZA KITCHEN®

EXHIBIT "B" TO OFFERING CIRCULAR

FRANCHISE AGREEMENT

AMECI PIZZA KITCHEN®
FRANCHISE AGREEMENT

FRANCHISE AGREEMENT INDEX

AMECI PIZZA KITCHEN

FRANCHISE AGREEMENT

This Agreement is entered into by and between the Franchisor and Franchisee hereafter named to be effective on the Effective Date set forth below.

ARTICLE 1

FUNDAMENTAL PROVISIONS

1.1 Effective Date:	
1.2 Franchisor:	Ameci Pizza & Pasta, Inc.
1.3 Franchisor's Address:	6603 Independence Ave Suite "B" Canoga Park, CA 91303 Fax: Email:
1.4 Franchisee:	
1.5 Franchisee's Address:	Fax: Email:
1.6 Operating Principal(s):	
1.7 Principals' Addresses:	Fax: Email:
1.8 Guarantors:	
1.9 Guarantors' Addresses:	Fax: Email:
1.10 Development Area:	The Following Geographical area ____________________________ less, save and except the Restaurants existing and those established in the Development Area at any time prior to execution of the Location Addendum and the assigned areas

	associated with each of these Restaurants.
1.11 Required Opening Date:	
1.12 Franchised Restaurant:	The Ameci Pizza Kitchen® Restaurant which is licensed hereunder to be located at the address set forth in a Location Addendum.
1.13 Assigned Area:	The area which will be described and illustrated in a "Location Addendum" in the form attached hereto which shall be completed and executed by the parties and which, upon completion, shall become a part of this Agreement for all purposes.
1.14 Franchise Fee:	Twenty-Five Thousand and No/100 Dollars ($25,000).
1.15 Grand Opening Advertising Expenditure:	Five Thousand and No/100 Dollars ($5,000.00)
1.17 Transfer Fee:	Three Thousand Five Hundred and No/100 Dollars ($3,500.00).
1.18 Primary Term:	The period beginning on the Effective Date and ending five (5) years from the date the Franchised Restaurant opens for business.
1.19 Renewal Term:	Five (5) years from expiration of the Primary Term or any Renewal Term.
1.20 Number of Renewals:	Three (3)
1.21 Renewal Fee:	$1,000.00
1.22 Location Addendum:	That certain addendum to this Agreement which will be entered into by and between Franchisor and Franchisee in the form attached hereto setting forth the Assigned Area and the address of the Franchised Restaurant which, when completed and executed by the parties, shall become a part of this Agreement for all purposes.
1.23 Franchisee Attorney or Other Advisor:	
1.24 Address of Franchise Attorney or Other Advisor:	Fax: Email:
1.25 Required Remodel Period:	Five (5) years
1.26 Royalty Payment(s):	Six percent (6%) of Gross Sales.

ARTICLE 2

GRANT OF FRANCHISE RIGHTS; LICENSE OF MARKS

2.1 Franchised Restaurant.

The Franchisor hereby grants the Franchisee the personal right to operate one Ameci Pizza Kitchen® Restaurant in conformity with the Operating System using the name "Ameci Pizza Kitchen®" and other specified Marks at the specific address specified in the Location Addendum attached to this Agreement. Except as provided to the contrary in this Agreement, the Franchisee will receive an Assigned Area consisting of the geographical area described in the Location Addendum when the address of the Franchised Restaurant is determined. The Assigned Area is exclusive to the extent that the Franchisor will not Develop an Ameci Pizza Kitchen® Restaurant in the Assigned Area. Notwithstanding the foregoing, the Franchisor will have the absolute right to:

(a) Develop other business concepts under other brand names even if the locations for the concepts are within the Assigned Area;

(b) Market, distribute and sell, on a wholesale or retail basis, food products, including the Foods, Products and Services, and other goods and services under any of the Marks, by direct sale, distributors, the Internet, mail order, infomercials, telemarketing or by any other marketing or distribution method, even if such sales are made to customers, distributors or retailers who are located in the Assigned Area;

(c) Develop Ameci Pizza Kitchen® Restaurants at locations within airports, office buildings (excluding mixed-use office and retail developments which will be included in the Assigned Area), and enclosed shopping malls located within the Assigned Area; and

(d) Develop Ameci Pizza Kitchen® Restaurants at locations anywhere outside the Assigned Area.

The Franchisee acknowledges that other franchisees of Franchisor will be able to deliver foods, food products, beverages or other items offered for sale by Ameci Pizza Kitchen® restaurants within the Assigned Area.

2.2 Undetermined Franchised Restaurant Location.

If the location of the Franchised Restaurant has not yet been determined as of the date of this Agreement, then the geographic area in which the Franchised Restaurant is to be located is the Development Area. At such time as the address of the Franchised Restaurant is determined, then the street address, city and state of the Franchised Restaurant will be inserted into the Location Addendum attached to this Agreement and signed by the parties.

2.3 Right to License Marks.

The Franchisor warrants that, except as otherwise provided for herein, it has the right to grant the Franchise and to license the Marks and the Operating System to the Franchisee. Any and all improvements made by the Franchisee to the Marks or the Operating System will be the sole and absolute property of the Franchisor, which will have the exclusive right to register and protect all such improvements in its name in accordance with applicable law. The Franchisee's right to use and identify with the Marks and the Operating System will exist concurrently with the term of this Agreement and such use by the Franchisee will inure exclusively to the benefit of the Franchisor.

2.4 Conditions to License of Marks.

The Franchisor hereby grants to the Franchisee the nonexclusive personal right to use the Marks and the Operating System in accordance with the provisions of this Agreement. The Franchisee's nonexclusive personal right to use "Ameci Pizza Kitchen®" as the name of the Franchised Restaurant and its right to use the Marks and the Operating System applies only to the Franchised Restaurant at the Franchised Restaurant and such rights will exist only so long as the Franchisee fully performs and complies with all of the conditions, terms and covenants of this Agreement. "Nonexclusive," for the purposes of this Article, will mean that the Franchisor has or will grant franchises to other franchisees, Entities or persons authorizing them to own and operate Ameci Pizza Kitchen® Restaurants in conformity with the Operating System using the name "Ameci Pizza Kitchen®" and the other Marks, and that the Franchisor, its affiliates and/or subsidiaries have operated and will continue to own and operate Ameci Pizza Kitchen® Restaurants.

2.5 Franchisee's Authorized Use.

The Franchisee will only use the Marks designated by the Franchisor and only in the manner authorized and permitted by the Franchisor. The Franchisee's right to use the Marks is limited to the uses set forth in this Agreement and any unauthorized use will constitute an infringement of the rights of the Franchisor under this Agreement and under the Lanham Act (15 U.S.C. §1051 et seq.). The Franchisee will not have or acquire any rights in any of the Marks or the Operating System other than the right of use as provided herein. The Franchisee will have the right to use the Marks and the Operating System only in the manner prescribed, directed and authorized by the Franchisor in writing and will not have the right to use the Marks in connection with the sale of any products or services other than those prescribed or authorized by the Franchisor for sale by the Franchisee. If in the judgment of the Franchisor, the acts of the Franchisee are contrary to the limitations set forth in this Agreement or infringe upon or demean the goodwill, uniformity, quality or business standing associated with the Marks or the Operating System, then the Franchisee will, within five Business Days after receipt of written notice from the Franchisor, modify its use of the Marks or the Operating System in the manner prescribed by the Franchisor in writing.

2.6 Adverse Claims to Marks.

If there are any claims by any third party that its rights to any or all of the Marks are superior to those of the Franchisor and if legal counsel for the Franchisor is of the opinion that such claim by a third party is legally meritorious, or if there is an adjudication by a court of competent jurisdiction that any party's rights to the Marks are superior to those of the Franchisor, then upon receiving written notice from the Franchisor, the Franchisee will, at its sole expense, within five Business Days after receipt of written notice from the Franchisor (or such longer time as may be specified by court order, if applicable), adopt and use the changes and amendments to the Marks that are specified by the Franchisor. If so specified, the Franchisee will within five Business Days after receipt of written notice from the Franchisor (or such longer time as may be specified by court order, if applicable), cease using the Marks specified by the Franchisor at the Franchised Restaurant and in the Franchised Restaurant, and will, as soon as reasonably possible, commence using the new trademarks, trade names, service marks, logos, designs and commercial symbols designated by the Franchisor in writing at the Franchised Restaurant, and in connection with all advertising, marketing and promotion of the Franchised Restaurant. The Franchisee will not make any changes or amendments whatsoever to the Marks or the Operating System without the written approval of the Franchisor.

2.7 Defense or Enforcement of Rights to Marks.

The Franchisee will have no right to and will not defend or enforce any rights associated with the Marks or the Operating System in any court or other proceedings for or against imitation, infringement, prior use or for any other claim or allegation. The Franchisee will give the Franchisor immediate written notice of any and all claims or complaints made against or associated with the Marks and the Operating System and will, without compensation for its time and at its expense, cooperate in all respects with the Franchisor in any lawsuits or other proceedings involving the Marks and the Operating System. The Franchisor will have the sole and absolute right to determine whether it will commence or defend any litigation involving the Marks and/or the Operating System, and the cost and expense of all litigation incurred by the Franchisor, including attorneys' fees, specifically relating to the Marks or the Operating System will be paid by the Franchisor.

2.8 Tender of Defense.

If the Franchisee is named as a defendant or party in any action involving the Marks or the Operating System solely because the plaintiff or claimant is alleging that the Franchisee does not have the right to use the Marks or the Operating System, then the Franchisee will have the right to tender the defense of the action to the Franchisor, and the Franchisor will, at its expense, defend the Franchisee in the action provided that the Franchisee has tendered defense of the action to the Franchisor within seven days after receiving service of the pleadings or the summons and complaint relating to the action. The Franchisor will indemnify and hold the Franchisee harmless from any damages assessed against the Franchisee in any actions resulting solely from the Franchisee's use of the Marks or the Operating System at the Franchised Restaurant if the Franchisee has timely tendered defense of the action to the Franchisor.

2.9 Franchisee's Right to Participate in Litigation.

The Franchisee may, at its expense, retain an attorney to represent it individually in all litigation and court proceedings involving the Marks or the Operating System, and may do so with respect to matters involving only the Franchisee (i.e., not involving the Marks, the Franchisor or its interests); however, the Franchisor and its attorneys will control and conduct all litigation involving the Marks or the Operating System and the rights of the Franchisor. Except as expressly provided for herein, the Franchisor will have no liability for any costs that the Franchisee may incur in any litigation involving the Marks or the Operating System, and the Franchisee will pay for all costs, including attorneys' fees, that it may incur in any litigation or proceeding arising as a result of matters referred to under this Article, if the Franchisee has not timely tendered the defense to the Franchisor in accordance with this Article.

2.10 Conditions.

The Franchisee will not have the right to franchise, subfranchise, license or sublicense its rights under this Agreement. The Franchisee will not have the right to Transfer this Agreement or its rights under this Agreement, except as specifically provided for in this Agreement.

2.11 Personal Nature of Obligations.

Franchisee acknowledges and agrees that the personal qualifications, skills and abilities of Franchisee (and/or the Operating Principal(s) as individuals for corporate Franchisees) are a material part of the consideration for this Agreement and that Franchisor has entered into this Agreement in reliance on these personal qualifications, skills, abilities and the continued involvement of these individuals in the operation of Franchisee's business. Franchisee must notify Franchisor in advance of any proposed withdrawal of any Principal from Franchisee's business and obtain Franchisor's consent to such withdrawal in compliance with the provisions of Article 20, which consent may be withheld in Franchisor's sole discretion. Any withdrawal of Franchisee or any Principal from Franchisee's business without prior consent shall constitute a material breach of this Agreement.

2.12 Operating Principal.

Franchisee agrees to designate at least one (1) individual having who shall have and maintain at least a twenty percent (20%) ownership interest in Franchisee's business for term of this Agreement who will devote substantially all of his or her business time to the operation of one or more Franchised Restaurants, provided, however, that Franchisor may waive or modify one or more of the specific requirements for the Operating Principal at its sole election. The Operating Principal shall be considered a Principal for all purposes of this Agreement.

ARTICLE 3

TERM OF AGREEMENT

3.1 Term

The term of this Agreement will be for the Term, commencing on the date of this Agreement, unless earlier terminated in accordance with the terms and conditions of this Agreement. This Agreement will not be enforceable until it has been signed by both the Franchisee and the Franchisor.

3.2 Term to Coincide with Term of Lease.

If the term of the Lease for the Franchised Restaurant (excluding any renewal options) is for a term that is longer than the term of this Agreement, then the term of this Agreement will be automatically extended to coincide with the term of the Franchisee's Lease; however, the term of this Agreement will not exceed 6 years.

3.3 Franchisee's Option to Renew Franchise.

At the end of the term of this Agreement, the Franchisee will have the right to renew the Franchise for the Franchised Restaurant for three additional Renewal Terms, provided that the Franchisee has complied with all terms and conditions of this Agreement including the timely payment of all Royalty Payments and other fees due, and provided that:

(a) Franchisee has given the Franchisor written notice at least 180 days prior to the end of the term of this Agreement of its intention to reacquire the Franchise for the Franchised Restaurant;

(b) Franchisee has during the term of this Agreement complied with all material terms and conditions of this Agreement, including consistently passing quality, service, cleanliness and compliance ("QSCC") evaluations, and has paid or satisfied all monetary obligations owed by the Franchisee to the Franchisor prior to the end of the term of this Agreement;

(c) Franchisee has agreed, in writing, to make the capital expenditures necessary to remodel the Franchised Restaurant to reflect the then-current image of a Ameci Pizza Kitchen® Restaurant and to comply with the Franchisor's then-current image and décor specifications;

(d) Franchisee either owns or has the right to lease the Franchised Restaurant for a term that coincides with the additional Renewal Term;

(e) Franchisee and the employees required by the Franchisor have completed the training designated by the Franchisor; and

(f) Franchisee agrees to execute the Franchisor's then-current standard franchise Agreement.

ARTICLE 4

FEES

4.1 Franchise Fee.

The Franchisee will pay the Franchisor the Franchise Fee on the date the Franchisee signs this Agreement. The Franchise Fee will be fully earned by the Franchisor when the Franchise Fee is paid by the Franchisee.

4.2 No Refund of Franchise Fee.

The Franchise Fee paid by the Franchisee pursuant to ARTICLE 4.1 will not be refunded to the Franchisee under any circumstances.

4.3 Royalty Payments; Date Payable.

The Franchisee will pay the Franchisor weekly the Royalty Fee for the Franchisee's weekly Gross Sales for the preceding week. The weekly Royalty Fee will be payable by the Franchisee on Wednesday (or such other day of the week as may be specified by Franchisor in the Operations Manual) of each week for the preceding week by electronic funds transfer ("EFT") as provided for in ARTICLE 6 of this Agreement. The Franchisee's obligation to pay Royalty Payments to the Franchisor on a weekly basis will commence when the Franchised Restaurant begins to generate Gross Sales.

ARTICLE 5

ADVERTISING

5.1 AMECI's has no advertising program relating to the franchise system and has no obligation to conduct advertising or media coverage, whether local, regional, or national for the franchise system. AMECI is not required to, and does not, spend any amount on advertising in the area or territory where your franchisee is located. There is no Advertising Counsel or Advertising Fund associated with your franchise and you are not required to participate in any local or regional advertising cooperative or advertising fund. You are allowed to utilize any advertising or promotional materials so long as the materials are not obscene, immoral, do not utilize nudity, do not promote unlawful or illegal activity or behavior, do not tarnish or sully the AMECI name or brand, and does not represent AMECI in a negative light within the community. No advertising shall contain vulgar or offensive language and must comply with all laws, rules, statutes or codes within the state and city in which your franchise is located.

ARTICLE 6

PAYMENT OF FEES

6.1 Franchisee's Obligation to Pay.

The Franchisee's obligations to pay the Franchisor the Royalty Payments each Week pursuant to the terms of this Agreement are absolute and unconditional, and will remain in full force and effect for the entire term of this Agreement. The Franchisee will not have the "right of offset" and, as a consequence, the Franchisee will timely pay all Royalty Payments due to the Franchisor under this Agreement regardless of any claims or allegations the Franchisee may allege against the Franchisor.

6.2 Interest on Unpaid Fees.

If the Franchisee fails to timely remit any fees due to the Franchisor, then the amount of the past due payment will bear simple interest at the lesser of the maximum legal rate allowable by applicable law or 1½% per month. The Franchisee will pay the Franchisor an Administrative Fee of $50 for each delinquent payment within five (5) Business Days after the delinquent payment was due. The Franchisee will, immediately upon receipt of an invoice from the Franchisor, reimburse the Franchisor for any and all costs incurred by the Franchisor in the collection of any past due payments, including attorneys' fees and costs.

6.3 Electronic Funds Transfer.

The Franchisee will, from time to time during the term of this Agreement, execute such documents as the Franchisor may request to provide the Franchisee's unconditional and irrevocable authority and direction to its bank or financial institution authorizing and directing the Franchisee's bank or financial institution to transfer directly to the bank account of the Franchisor, and to charge to the account of the Franchisee, the amount of the Royalty Payments and other sums due and payable by the Franchisee to the Franchisor pursuant to this Agreement. The transfer authorizations will be in the form prescribed by the Franchisor's bank. Transfers will be made on Wednesday (or such other day of the week as may be specified by Franchisor in the Operations Manual) of each Week for Royalty Payments and payable for the preceding Week, as set forth in this Agreement or, if applicable, an addendum hereto, or upon the issuance of an invoice by the Franchisor for other amounts payable by the Franchisee. The Franchisee's authorizations will permit the Franchisor to designate the amount to be transferred from the Franchisee's account, and to adjust such amount from time to time for the Royalty Payments and any other fees or sums then payable to the Franchisor by the Franchisee. If the Franchisee fails at any time to provide the reports of Gross Sales required under this Agreement, then the Franchisor will have the right, in its sole discretion, to estimate the amount of Royalty Payments, and other fees or sums due and payable to the Franchisor, and to transfer such estimated amount from the

Franchisee's bank account to the Franchisor's bank account in accordance with the provisions of this Article. The Franchisee will at all times maintain a balance in its account at its bank or financial institution sufficient to allow the appropriate amount to be transferred from the

Franchisee's account for payment of the Royalty Payments, and other fees or sums payable by the Franchisee directly to the Franchisor's bank account.

6.4 Single Operating Account.

Franchisee shall at all times maintain a single business operating account for the franchise and shall keep Franchisor informed at all times concerning the account number and Federal Reserve routing number of the Bank where the account is maintained..

ARTICLE 7

REPORTS; FINANCIAL STATEMENTS

7.1 Reports.

The Franchisee will maintain an accurate record of the daily Gross Sales for the Franchised Restaurant and other information specified by the Franchisor, and will submit reports for the Franchised Restaurant using the forms, formats and procedures set forth in the Operations Manual. The reports will be electronically delivered to the Franchisor by Monday of each Week for the preceding Week. The reports will include the Franchisee's Gross Sales and such other information as may be required by the Franchisor in the Operations Manual or otherwise in writing.

7.2 Financial Statements.

The Franchisee will, at its expense, prepare monthly and year-to-date Financial Statements that will be delivered to the Franchisor within 15 days after the end of each calendar month. The Franchisee will also prepare annual Financial Statements that will be delivered to the Franchisor 90 days after the end of the Franchisee's fiscal year or as otherwise set forth in the Operations Manual. All Financial Statements will be in the form prescribed by the Franchisor and will conform to the standard chart of accounts prescribed by the Franchisor. The Financial Statements must be verified by an officer or Owner of the Franchisee as to accuracy and completeness. Franchisor shall have the right upon notice to designate a third party to prepare, at Franchisee's sole expense, all reports and financial statements required pursuant to this Agreement. Franchisor shall further have the right to draw payments for such services pursuant to the Electronic Funds Transfer provisions of this Agreement.

7.3 Income Tax Returns.

Within 120 days after the Franchisee's fiscal year end, the Franchisee will furnish the Franchisor with a signed copy of its federal income-tax returns for the Franchised Restaurant.

7.4 Audit Rights.

Within three Business Days after receiving written notice from the Franchisor, the Franchisee and the Franchisee's accountants will make all of their Financial Records available during business hours for the Franchisor or its designees to review, copy and audit. The Financial

Records for each fiscal year will be maintained by the Franchisee in a safe place for each of the last five years. The audit will be conducted at the location where the Franchisee maintains the Financial Records and the Franchisor will be provided with adequate facilities by the Franchisee to conduct the audit. The Franchisor will maintain the confidentiality of all Financial Records; however, if the Financial Records are relevant to any issue in any arbitration or court proceeding between the parties, then the Franchisor will have the right to disclose the Financial Records accordingly.

7.5 Payment of Audit Costs.

If an audit of the Franchisee's Financial Records reveals any deficiencies in the Royalty Fee payable to the Franchisor, then the Franchisee will, within five days after receipt of an invoice, pay to the Franchisor the total amount of the deficiency, together with interest and Administrative Fees as provided for herein. In addition, if an audit establishes that the Franchisee's Gross Sales were understated by 2% or more in any calendar quarter or in any year, then the Franchisee will, within five days after receipt of an invoice, pay the Franchisor for all costs and expenses incurred for the audit of the Franchisee's Financial Records (including employee salaries, Travel Expenses, and audit fees).

ARTICLE 8

STANDARDS REQUIRED OF FRANCHISEE

8.1 Quality and Service Standards.

The Franchisor has developed and will continue to develop uniform standards of quality, cleanliness and service regarding the business operations of the Franchised Restaurant to protect and maintain (for the benefit of the Franchisor and all of its franchisees) the distinction, valuable goodwill and uniformity represented and symbolized by the Marks and the Operating System.

The Franchisee agrees to maintain the uniformity and quality standards required by the Franchisor for all Foods, Products and Services associated with the Marks and the Operating System and agrees to the terms and conditions contained in this Article to assure the public that all Ameci Pizza Kitchen® Restaurants will be uniform in nature and will sell and dispense quality Foods, Products and Services.

8.2 Identification of Restaurant.

The Franchisee will operate the Restaurant so that it is clearly identified and advertised as an Ameci Pizza Kitchen® Restaurant. The style and form of the words "Ameci Pizza Kitchen®" and the other Marks used in any advertising, marketing, public relations or promotional program must have the prior written approval of the Franchisor. The Franchisee will use the name "Ameci Pizza Kitchen®," the authorized logos and all graphics commonly associated with the Operating System and the Marks on all materials in the manner prescribed by the Franchisor.

8.3 Compliance with Standards.

The Franchisee will use the Marks and the Operating System in strict compliance with the Franchisor's QSCC standards as well as the moral and ethical standards, quality standards, health standards, operating procedures, specifications, requirements and instructions required by the Franchisor.

8.4 Franchisee's Name.

The Franchisee will not use the name "Ameci Pizza Kitchen®" or any derivative thereof as the name of any Entity created by the Franchisee or any Entity affiliated with or controlled by the Franchisee. The Franchisee will hold itself out to the public as an independent contractor operating its Restaurant pursuant to a Franchise from the Franchisor. The Franchisee will file for a certificate of assumed name in the manner required by applicable state law to notify the public that the Franchisee is operating its Restaurant as an independent contractor.

8.5 Authorized Advertising.

The Franchisee will not conduct any advertising, marketing and/or promotion programs or events for its Restaurant without the written approval of the Franchisor. The Franchisee will submit proposals in writing, and the Franchisor will advise the Franchisee of approval or disapproval of the proposed advertising, marketing and/or promotion program or event within 30 days of receipt. The Franchisee's use of advertising, marketing and promotional materials that have been furnished by the Franchisor to the Franchisee will be deemed to have been authorized by the Franchisor. The Franchisee will not permit any other person or Entity to advertise its Restaurant, services or products at or near the Franchised Restaurant or in connection with the Franchised Restaurant.

8.6 Default Notices and Significant Correspondence.

The Franchisee will deliver to the Franchisor, immediately upon receipt by the Franchisee or delivery at the Franchised Restaurant, an exact copy of all:

(a) notices of default received from the landlord of the Franchised Restaurant or any mortgagee, trustee under any deed of trust, contract for deed holder, lessor, or any other party,

(b) notifications or other correspondence relating to any legal proceeding relating in any way to the Franchised Restaurant or to the Franchised Restaurant, and

(c) inspection reports or any other notices, warnings or citations from any governmental authority, including any federal, state or local health or safety authority. Within 10 days after the end of each calendar month, the Franchisee will provide the Franchisor with a written summary of all written consumer and employee complaints or claims. The Franchisee will provide all additional information requested by the Franchisor relating to any of these matters.

Within 10 days after the end of each calendar month, the Franchisee will provide the Franchisor with a written summary of all written consumer and employee complaints or claims. The Franchisee will provide all additional information requested by the Franchisor relating to any of these matters.

8.7 Compliance with Applicable Law.

The Franchisee will be responsible for the operation of its Restaurant, and will control, supervise and manage all the employees, agents and independent contractors who work for or with the Franchisee. The Franchisor will not have any right, obligation or responsibility to control, supervise or manage the Franchisee's employees, agents or independent contractors. The Franchisee will comply with all applicable federal, state, city, local and municipal laws, statutes, ordinances, rules and regulations pertaining to the construction or remodeling of the Franchised Restaurant and the operation of the Franchised Restaurant including, but not limited to:

(a) health and food service licensing laws;

(b) health and safety regulations and laws;

(c) environmental laws;

(d) employment law (including all wage and hour laws, employment laws, workers' compensation laws, discrimination laws, sexual harassment laws, disability and discrimination laws); and

(e) tax laws (including those relating to individual and corporate income taxes, sales and use taxes, franchise taxes, gross receipts taxes, employee withholding taxes, F.I.C.A. taxes, inventory taxes, personal property taxes and real estate taxes and federal, state and local income tax laws).

The Franchisee will, at its expense, be solely and exclusively responsible for determining the licenses and permits required by law for the Franchised Restaurant, for obtaining and qualifying for all licenses and permits, and for compliance with all applicable laws by its employees, agents and independent contractors the Franchisor will have no liability for any taxes which arise or result from the Franchised Restaurant and the Franchisee will indemnify the Franchisor for any such taxes that may be assessed or levied against the Franchisor which arise out of or result from the Franchised Restaurant. If any "franchise" or other tax which is based upon the Gross Sales, receipts, sales, business activities or operation of the Franchised Restaurant is imposed upon the Franchisor by any taxing authority, then the Franchisee will reimburse the Franchisor for all such taxes paid by the Franchisor.

8.8 Opening of Restaurant.

The Franchisee will not open and commence initial business operations until the Franchisor has given the Franchisee written authorization to open the Restaurant. The Franchisee must open and commence operating its Restaurant within six months after the date of this

Agreement. The failure to timely open the Restaurant is grounds for termination of this Agreement pursuant to ARTICLE 17 of this Agreement.

8.9 QSCC Evaluation.

The Franchisee will permit the Franchisor or its representatives to enter, remain on, and inspect the Restaurant without prior notice. The Franchisor may:

(a) interview the Franchisee's employees and customers;

(b) take photographs and videotapes of the interior and exterior of the Franchised Restaurant;

(c) examine and remove samples of the foods, beverages and other products sold or used at the Franchised Restaurant; and

(d) evaluate the quality of the foods, beverages, products and services provided by the Franchisee to its customers.

The Franchisee agrees that the Franchisor will have the right to use all interviews, photographs and videotapes of the Franchised Restaurant for such purposes as the Franchisor deems appropriate, including use in advertising, marketing and promotional materials, without compensating the Franchisee.

8.10 Security Interest in Franchise Agreement.

This Agreement and the Franchise granted to the Franchisee hereunder may not be used as collateral or be the subject of a security interest, lien, levy, attachment or execution by the Franchisee's creditors, any financial institution, or any other party, except with the written permission of the Franchisor.

8.11 Credit Cards; Gift Cards.

The Franchisee will honor all credit, charge, courtesy, gift and cash cards authorized by the Franchisor. The Franchisee will not create or issue any gift certificates or gift cards, except as authorized by the Franchisor, and will sell the gift certificates and gift cards that have been issued by the Franchisor and which are accepted at all Ameci Pizza Kitchen® Restaurants. The Franchisee will not issue coupons or discounts of any type except as authorized by the Franchisor in the Operations Manual or otherwise in writing.

8.12 Music and Music Selection.

The Franchisee will only play the music and music selections that have been authorized by the Franchisor as set forth in the Operations Manual or otherwise in writing.

8.13 Maintenance.

The Franchisee will, at its expense, repair and maintain the Franchised Restaurant in a clean and sanitary condition and will replace all decor items and equipment as they become worn-out, soiled or in disrepair. All mechanical equipment must be kept in good working order by the Franchisee. All replacement equipment and decor items used in the Restaurant must comply with the standards and specifications set forth in the Operations Manual or otherwise in writing by the Franchisor.

8.14 Remodeling of Restaurant Premises.

The Franchisee will make the reasonable capital expenditures necessary to extensively remodel, modernize, redecorate and renovate ("remodel" or "remodeling") the Franchised Restaurant and to replace and modernize the FF&E so that the Franchised Restaurant will reflect the then current image of a Ameci Pizza Kitchen® Restaurant and conform to the Franchisor's then current specifications. The Franchisee will commence remodeling the Restaurant within 120 days after receiving written notice from the Franchisor specifying the required remodeling, and will diligently complete such remodeling within a reasonable time after its commencement. Except as provided for in ARTICLE 8.13 of this Agreement, the Franchisee will not be required to remodel the Restaurant, or to replace and modernize its FF&E more than once each Required Remodeling Period.

8.15 Other Business.

The Franchisee will use the Franchised Restaurant solely for the operation of a Ameci Pizza Kitchen® Restaurant and will not directly or indirectly operate or engage in any other business or activity from the Franchised Restaurant. The Franchisee will not participate in any dual branding program, or in any other program, promotion or business pursuant to which another trademark, service mark, trade name, or commercial symbol is used in connection with the Franchised Restaurant or at the Franchised Restaurant.

ARTICLE 9

FOODS, PRODUCTS AND SERVICES

9.1 Limitations on Foods, Products and Services.

The Franchisee will sell only those Foods, Products and Services and will sell all Foods, Products and Services specified in the Operations Manual or otherwise in writing by the Franchisor. The Franchisee will maintain sufficient inventories to realize the full potential of the Restaurant and will conform to all customer service standards prescribed by the Franchisor in writing. The Franchisee will only sell on a retail basis, and will not offer or sell the Foods, Products and Services:

(a) on a wholesale basis;

(b) on a retail basis at any location other than the Franchised Restaurant;

(c) by means of the Internet, catalogue or mail order sales, or telemarketing; and/or

(d) by any other method of distribution.

9.2 Delivery.

The Franchisee may deliver foods, food products, beverages or other items offered for sale by the Franchised Restaurant either within or outside of the Assigned Area. The Franchisee acknowledges that other franchisees of Franchisor will be able to deliver foods, food products, beverages or other items offered for sale by Ameci Pizza Kitchen® restaurants within the Assigned Area.

9.3 Authorized Suppliers.

The Franchisee will purchase certain Proprietary Foods, Products and Services which will be used or sold by the Franchisee at its Restaurant only from Authorized Suppliers. The Franchisee will have the right to purchase such Foods, Products and Services from other suppliers provided they conform to the Franchisor's standards and specifications and provided that the Franchisor determines that the supplier's business reputation, quality standards, delivery performance, credit rating, and other criteria are satisfactory. If the Franchisee desires to purchase any Foods, Products or Services from other suppliers, then the Franchisee must, at its expense, submit samples, specifications, and product information requested by the Franchisor, for review and testing to determine whether these Foods, Products and Services comply with the Franchisor's standards and specifications. The Franchisor will also have the right to inspect the facilities of the proposed supplier, and the Franchisee will reimburse the Franchisor for the costs and expenses incurred to conduct the inspection. The Franchisor will complete all product testing within 30 days, and will notify the Franchisee of its determination within 45 days after the Franchisor receives the samples and other requested information from the Franchisee. The written approval of the Franchisor must be obtained before any previously unauthorized Foods, Products and Services are purchased, sold or used by the Franchisee.

9.4 Designated Suppliers.

The Franchisee will purchase only from Designated Suppliers those Foods, Products and Services designated in writing by the Franchisor which are to be used or sold by the Restaurant and which the Franchisor determines must meet the standards of quality and uniformity required to protect the valuable goodwill and uniformity symbolized by and associated with the Marks and the Operating System.

9.5 Brand Name Products.

The Franchisee will purchase and use in the operations of its Restaurant all of the brand name products specified by the Franchisor.

9.6 Branding of Products. Study.

The Franchisee will not have the right to:

(a) use or display the Marks on or in connection with any products or services that have not been authorized by the Franchisor;

(b) acquire, develop or manufacture any product using the name "Ameci Pizza Kitchen®" or any of the Marks, or direct any other person or Entity to do so;

(c) acquire, develop or manufacture any product that has been developed or manufactured by or for the Franchisor for use in conjunction with the Operating System and which is sold under any of the Marks, or direct any other person or Entity to do so; and

(d) use, have access to, or have any rights to any proprietary formulas, ingredients, or recipes for any product created by or at the direction of the Franchisor and sold under the name "Ameci Pizza Kitchen®" or any of the Marks.

9.7 Payments to Franchisor.

The Franchisee acknowledges that the Franchisor may receive commissions, volume discounts, purchase discounts, performance payments, bonuses, rebates, marketing and advertising allowances, co-op advertising, administrative fees, enhancements, price discounts, economic benefits and other payments ("Payments") based upon purchases of Foods, Products and Services from Designated Suppliers, Authorized Suppliers, the Franchisor, and/or other suppliers, vendors and distributors ("Suppliers" or "Supplier"). Any Payments received by the Franchisor from any Suppliers as a result of or based on the Franchisee's purchases from those Suppliers will be the exclusive property of the Franchisor to be used in the manner determined by the Franchisor, in its sole discretion, and the Franchisee will not have any right to receive any Payments made to the Franchisor from any Suppliers. If the Franchisor is a Supplier for any Foods, Products and Services and if the Franchisee purchases Foods, Products and Services from the Franchisor, then any Payments made to the Franchisor by any Supplier that is based on the Franchisee's purchases of any Foods, Products and Services from the Franchisor will be the exclusive property of the Franchisor and the Payment will be deemed to be a reduction of the price paid by the Franchisor for the Foods, Products and Services sold to the Franchisee by the Franchisor. The Franchisee will not, under any circumstances, have the right to receive any portion of any Payments made to the Franchisor by any Supplier for the sale of any Foods, Products and Services purchased by the Franchisor and thereafter sold to the Franchisee by the Franchisor.

9.8 Independent Shopping Services.

The Franchisor will have the right to hire independent shopping or other customer feedback services to:

(a) visit the Franchised Restaurant,

(b) interview the customers of the Franchised Restaurant electronically, by telephone, or in person,

(c) summarize customer information from comment cards and other evaluation methods or devices, and/or

(d) communicate with customers of the Franchised Restaurant by e-mail or in writing for the purpose of evaluating:

(i) the operations of the Franchised Restaurant,

(ii) the quality of the Foods, Products, and Services provided to customers by the Franchised Restaurant,

(iii) whether the Franchisee is in compliance with the operational and quality standards specified in the Operations Manual.

The Franchisor will determine the frequency, nature and extent of the evaluation services that will be provided and the form of the reports the evaluation service will provide to the Franchisor. The fees charged to evaluate the Franchised Restaurant will be paid by the Franchisor. The Franchisor will provide the Franchisee with copies of all evaluation reports prepared for the Franchised Restaurant.

ARTICLE 10

CONFIDENTIAL OPERATIONS MANUAL; CONFIDENTIAL INFORMATION

10.1 Compliance with Operations Manual.

The Franchisor will loan the Franchisee one copy each of the Operations Manual, or make the Operations Manual available to the Franchisee on a secure Internet website. The Franchisee will conform to the common Ameci Pizza Kitchen® image, identity and experience created by the foods, beverages, products, music, food portions, recipes, ingredients, food assembly and preparation techniques and processes, cleanliness, sanitation and services associated with Ameci Pizza Kitchen® Restaurants which are portrayed and described by the Operations Manual. The Franchisee will modify the operations of the Restaurant to implement all changes, additions and supplements made by the Franchisor to the Operating System which are reflected by the Operations Manual as promptly as reasonably possible. The Franchisee will not use the Operations Manual or any information contained therein for any purpose other than the operation of the Franchised Restaurant. The Franchisee acknowledges receiving one copy of the Operations Manual from the Franchisor.

10.2 Confidentiality of Operations Manual.

Franchisee will at all times treat the Operations Manual and any other manuals created for or authorized for use in the operation of the Franchised Restaurant as secret and confidential, and the Franchisee will use all reasonable means to keep such information secret and confidential, including, without limitation, storing the Operations Manual in a secure place off premises. Franchisee and its employees will not make any copy, duplication, record or reproduction of the Operations Manual and Training Guides available to any unauthorized person in whole or in part.

10.3 Revisions to Operations Manual.

The Operations Manual will at all times remain the sole and exclusive property of the Franchisor. The Franchisor may, from time to time, revise the Operations Manual, and the Franchisee expressly agrees to operate its Restaurant in accordance with all such revisions. The Franchisee will at all times keep its copy of the Operations Manual current and up-to-date, and in the event of any dispute regarding the Operations Manual, the terms of the master copy of the Operations Manual maintained by the Franchisor will be controlling in all respects. The Franchisor will have the right to "update" the Operations Manual by either mailing the updates to the Franchisee, or by making copies of the updates available on the secure Ameci Pizza Kitchen® Internet website.

10.4 Confidentiality of Other Information.

The Franchisor and the Franchisee expressly understand and agree that the Franchisor will be disclosing and providing to the Franchisee certain confidential and proprietary information concerning the Operating System and the procedures, operations, technology and data used in connection with the Restaurant. The Franchisee will not, during the term of this Agreement or thereafter, communicate, divulge or use for the benefit of any other person or Entity any such confidential and proprietary information, knowledge or know-how concerning the methods of operation of the Restaurant which may be communicated to the Franchisee, or of which the Franchisee may be apprised by virtue of this Agreement. The Franchisee will divulge such confidential and proprietary information only to its employees who must have access to it to operate the Franchised Restaurant. Any and all information, knowledge and know-how including, without limitation, drawings, client lists, materials, equipment, technology, methods, procedures, techniques, recipes, specifications, computer programs, software, systems and other data which the Franchisor copyrights or designates as confidential or proprietary will be deemed confidential and proprietary for the purposes of this Agreement.

10.5 Confidentiality and Noncompetition Agreement.

The Franchisee, the Franchisee's Managers, all of the Franchisee's employees who have access to the Operations Manual, Training Guides or any other confidential information, and all of the Franchisee's representatives who attend training pursuant to ARTICLE 14 must sign agreements in a form satisfactory to the Franchisor agreeing to maintain the confidentiality, during the course of their employment and thereafter, of all information copyrighted or designated by the Franchisor as confidential information. In addition, the Franchisee's Managers must sign a noncompetition agreement prepared by local counsel retained by the Franchisee in a form that is satisfactory to the Franchisor that prohibits competition against both the Franchisee and the Franchisor. The Franchisee may be required to obtain an opinion of local counsel stating that the noncompetition agreement is enforceable in the applicable jurisdiction. The Franchisee will be responsible for the enforcement of the confidentiality and noncompetition agreements signed by the Franchisee's Managers and employees, and the legal fees, costs and expenses associated with such enforcement.

ARTICLE 11

SITE SELECTION

11.1 Selection; Purchase or Lease of Site.

The Franchisee will provide the Franchisor with a copy of the proposed Lease for the site selected by the Franchisee at least 10 days before the date the Lease is to be signed. The Franchisee will be solely responsible for all terms of the Lease, including the enforceability, economics and legality of all provisions in the Lease. The Franchisor will have no duty or obligation provide any assistance to the Franchisee in the purchase or lease of the Franchised Location. The Franchisor will not have any obligation, duty or liability to the Franchisee as a result of the site selected by the Franchisee and/or the purchase or lease of the Franchised Restaurant.

11.2 Site Information; Feasibility Study.

The Franchisee will provide the information specified by the Franchisor in the Site Selection Check List relating to the proposed site and the Franchisor may elect to visit any site proposed by the Franchisee. The review of any site information and any visits by the Franchisor to a proposed site will not constitute an approval of the site by the Franchisor or a warranty or representation by the Franchisor that the site for the Franchised Restaurant chosen by the Franchisee will be a financial or operational success. The Franchisor will have the right to require that the Franchisee obtain, at the Franchisee's expense, an economic feasibility study and a breakeven analysis (using the format provided by the franchisor) for the Franchised Restaurant. Any feasibility study required by the Franchisor will be completed by the franchise and assisted by a local real estate expert experienced in the retail leasing fundamentals in the proposed trade area. This person will be mutually agreed upon by the Franchisor and the Franchisee in writing.

11.3 Site Release.

The Franchisee hereby releases the Franchisor and its officers, directors, Owners, agents and employees, in their corporate and individual capacities, from any and all claims by the Franchisee arising from, in connection with, or as a result of the Franchisee's purchase or lease of the site selected by the Franchisee for the Franchised Restaurant.

11.4 Plans and Specifications.

The Franchisor will, at its expense, loan to the Franchisee a set of the CAD drawings for the Ameci Pizza Kitchen® Restaurant equipment layout of the proposed lease location after the exact dimensions of the space has been provided by franchisee. The Franchisee will, at its cost, retain a experienced building contractor who has built restaurant businesses in the local trade area and will be responsible for the preparation of working drawings and construction and architectural plans and specifications for the Franchised Restaurant. The Franchisee will be responsible for the accuracy of all drawings, plans and ensure that the specifications for its Restaurant conform to all local building codes and ordinances.

11.5 Compliance with Specifications.

The Franchised Restaurant and the Franchised Restaurant will conform to all plans, standards and specifications established by the Franchisor. The Franchisee will purchase and install the FF&E specified in the Operations Manual for the Franchised Restaurant. The Franchisee's failure to conform to the Franchisor's plans, standards and specifications will be a material breach of this Agreement.

11.6 Building / Construction Costs.

The Franchisee will be solely responsible for all costs and expenses incurred for the construction or remodeling of the Franchised Restaurant including, but not limited to, all costs for architectural plans and specifications, all modifications to the standard plans and specifications necessitated by the structure, construction or layout of the Franchised Restaurant, building permits, site preparation, heating, ventilation and air conditioning, interior décor and decorations, FF&E, leasehold improvements, labor, architectural and engineering fees, electricians, plumbers, general contractors and subcontractors.

11.7 Inspections.

The Franchisee will be solely responsible for complying with all required inspections during construction or renovation to confirm that the Franchised Restaurant is being constructed or renovated in a professional, workmanlike manner and according to the plans and specifications established by the Franchisor. The Franchisee will be solely responsible for complying with all federal, state and local laws, ordinances, statutes and building codes, and for acquiring all licenses and building and other permits required by law in connection with the construction or renovation of the Franchised Restaurant. The Franchisor will have no responsibility to the Franchisee or any other party if the Restaurant is not constructed or renovated by the Franchisee or its architect or contractor:

(a) according to the standard plans and specifications established by the Franchisor;

(b) in compliance with all applicable federal, state or local laws or ordinances; or

(c) in a workmanlike manner.

The Franchisee agrees that they will not open the new Ameci Pizza Kitchen® restaurant until they have passed all building inspections, received their Certificate of Occupancy ("CO"), provided a copy of the CO to the franchisor and received written approval from the Franchisor.

11.8 Authorized Signs.

All exterior and interior signs at the Franchised Restaurant (the "Signs") must comply with the standard sign plans and specifications established by the Franchisor and provided to the

Franchisee. The Franchisee will, at its expense, require their sign supplier to prepare complete and detailed plans and specifications for the new Ameci Pizza Kitchen® Signs and will submit them to the Franchisor for written approval. The Franchisor will have the absolute right to inspect, examine, videotape and photograph the Signs during the term of this Agreement. The Franchisee will be responsible for any and all installation costs, sign costs, architectural fees, engineering costs, construction costs, permits, licenses, repairs, maintenance, utilities, insurance, taxes, assessments and levies in connection with the construction, erection, maintenance or use of the Signs. The Franchisee will comply with all federal, state and local laws, regulations, building codes and ordinances relating to the construction, erection, maintenance and use of the Signs. The Franchisee may not alter, remove, change, modify, or redesign the Signs unless authorized by the Franchisor in writing. The Franchisor will have the right to redesign the specifications for the Signs without the approval or consent of the Franchisee. Within 90 days after receipt of written notice from the Franchisor, the Franchisee will, at its expense, either modify or replace the Signs so that the Signs displayed at the Franchised Restaurant will comply with the new specifications. The Franchisee will not be required to modify or replace the Signs more than once every five years.

11.9 Ownership of Franchised Restaurant.

If the Franchisee, any of the Owners, or an Entity owned by the Franchisee and/or any of the Owners, owns, leases or otherwise controls the Franchised Restaurant, including the land, building and related real estate, or if the Franchisee, any of the Owners, or an Entity owned by the Franchisee and/or any of the Owners own 50.1% or more of an Entity that owns, leases or otherwise controls the Franchised Restaurant, then the Franchisee will, as the lessee, enter into a Lease for the Franchised Restaurant for a term coextensive with the term of this Agreement containing terms and conditions that are commercially reasonable and substantially similar to a commercial lease that would be executed by unrelated parties in an arm's length transaction for similarly situated real estate. A copy of the Lease will be provided to the Franchisor within five days after execution and will be deemed to be a Major Asset of the Franchisee. This provision will not apply if the Franchisee owns the Franchised Restaurant and the Franchised Restaurant is reflected as an asset on the Franchisee's Financial Statements, in which event, the Franchised Restaurant will be deemed to be a Major Asset of the Franchisee.

ARTICLE 12

TECHNOLOGY

12.1 Telephone Equipment.

The Franchisee will, at its expense, maintain professional quality telephone equipment that includes a voice-mail system for the Franchised Restaurant which must at all times meet the Franchisor's then-current standards and specifications and interface with the required POS system.

12.2 Computer Hardware and Software.

The Franchisee will, at its sole expense, lease or purchase the point of sale system specified by franchisor, including computer hardware, software and computer peripherals that meet the specifications set forth in the Operations Manual (the "Computers and Software"). The Franchisee will, within 90 days of receiving written notice from the Franchisor, update the Computers and Software to the then-current standards and specifications set forth in the Operations Manual or otherwise in writing by the Franchisor; provided however that the Franchisor will not require acquisition of new Computers and Software more than once every two years. The Franchisee will be responsible for paying the Franchisor, suppliers and/or vendors the licensing or other fees, costs and expenses incurred to acquire, install and implement the required updates to the Computers and Software.

12.3 Internet Provider; E-Mail Address.

The Franchisee will, at the Franchisee's expense, have access to the Internet/World Wide Web (the "Internet"). The Franchisor may provide an e-mail address to the Franchisee for its Ameci Pizza Kitchen® Restaurant for the term of this Agreement to be used as a method for the Franchisee and the Franchisor to communicate with each other and to transmit documents and other information. The Franchisee's right to use the e-mail address will terminate immediately upon the termination or expiration of this Agreement. The Franchisor will also have the right to suspend, or temporarily or permanently discontinue the Franchisee's e-mail address at any time, in the Franchisor's sole discretion.

12.4 Internet Website.

The Franchisee has the right to establish a website or home page on the Internet to advertise, promote or conduct its Restaurant. You are allowed to design your website

so long as the website is not obscene, immoral, does not utilize nudity, does not promote unlawful or illegal activity or behavior, does not tarnish or sully the AMECI name or brand, and does not represent AMECI in a negative light within the community. No website shall contain vulgar or offensive language and must comply with all laws, rules, statutes or codes within the state and city in which your franchise is located. If your franchise operates a website as part of your business, AMECI's strongly recommends that you contact your web designer and discuss the requirements for complying with all state and federal regulations, including but not limited to the requirements of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.), the California's Unruh Civil Rights Act (California Civil Code § 51 *et seq.*) and the California Disabled Persons Act (California Civil Code § 54 *et seq.*).

ARTICLE 13

INSURANCE

13.1 Commercial General Liability Insurance.

The Franchisee will purchase and maintain, at its sole cost, (a) commercial general liability insurance with minimum coverage of $1,000,000 per occurrence and $2,000,000 aggregate, (b) Employer's Non Owned Automobile Liability ("ENOL") with a minimum coverage of $1,000,000 per occurrence and (c) business automobile liability insurance with minimum coverage of $1,000,000 per occurrence insuring the Franchisee and the Franchisor, and their officers, directors, agents and employees from loss, liability, claim, damage or expense, including bodily injury; personal injury; food poisoning or other sickness; death; property damage; products liability and other legal liability, resulting from the condition, operation, use, business or occupancy of the Franchised Restaurant, including the surrounding premises, parking area and the sidewalks.

13.2 Property Insurance.

The Franchisee will purchase and maintain in full force and effect, at its sole cost, (a) "all risk" or "special perils" property insurance coverage, which will include fire and extended coverage, for the inventory, machinery and FF&E owned, leased or used by the Franchisee at the Franchised Restaurant. The Franchisee's property insurance policy (including fire and extended coverage) must have coverage limits equal to the actual "replacement" cost of such property and (b) business income and extra expense insurance with limits equal to at least 52 times the weekly Royalty Fee and Advertising Contribution payable by the Franchise pursuant to this agreement, insuring the Franchisee for and against any and all compensable losses and damages resulting from an interruption in the operation of the Franchised Restaurant.

13.3 Building Insurance.

If the Franchisee, or any of the Franchisee's Owners, owns, either directly or indirectly, the building or the business premises at the Franchised Restaurant, then the Franchisee will procure and maintain in full force and effect, at its sole cost, "all risk" or "special perils" property insurance coverage insuring the building or the business premises for and against loss and damages in an amount equal to the actual "replacement" cost of such building or business premises. If the Franchised Restaurant is either partially or completely destroyed by fire or any other catastrophe, then the Franchisee will use the insurance proceeds to repair or reconstruct the Franchised Restaurant and recommence business as soon as reasonably possible. In connection with any construction, renovation, refurbishment, or remodeling of the Franchised Restaurant, the Franchisee will maintain builder's all risk insurance and performance and completion bonds in forms and amounts, and written by a carrier or carriers, satisfactory to the Franchisor, which insurance coverage will not expire until the Franchisee is issued a certificate of occupancy.

13.4 Umbrella Liability.

The Franchisee will purchase and maintain in full force and effect, at its sole cost, umbrella liability insurance with limits of at least $2,000,000 per occurrence and $2,000,000 aggregate that will provide liability insurance coverage for any and all loss, liability, claim, damage or expense incurred by the Franchisee in excess of the primary liability insurance coverage carried by the Franchisee.

13.5 Additional Insurance Specifications.

The Franchisee will, at its sole cost and expense, procure and maintain all other insurance required by state or federal law, including workers' compensation insurance for its employees. All insurance companies providing coverage to the Franchisee must be licensed in the state where coverage is provided and carry on A.M. Best limit of no less than A-:X. The Franchisee will provide the Franchisor with certificates of insurance evidencing the insurance coverage required of the Franchisee pursuant to this Article no later than the date the Franchisee opens for business, and the Franchisee will immediately provide, upon expiration, change or cancellation, a new certificate of insurance to the Franchisor. All insurance policies procured and maintained by the Franchisee pursuant to this Article will name the Franchisor as an additional insured and will contain endorsements by the insurance companies waiving all rights of subrogation against the Franchisor. All insurance policies will provide that the Franchisor will receive copies of all notices of cancellation, nonrenewal, or coverage reduction or elimination at least 30 days prior to the effective date of such cancellation, nonrenewal or coverage change.

ARTICLE 14

TRAINING; OPENING ASSISTANCE

14.1 Initial Training.

The Franchisor will provide an initial training program for the Franchisee, Operating Principal(s) and the Franchisee's Managers in a certified Ameci Pizza Kitchen® Training Restaurant, or another training site designated by the Franchisor, to educate, familiarize and acquaint them with the Operating System and the operations of an Ameci Pizza Kitchen® Restaurant. The Franchisee and the Franchisee's Managers must attend and successfully complete the training program and be certified in writing by the Franchisor at least four weeks prior to the scheduled or required opening of the Franchised Restaurant. The training program will be scheduled by the Franchisor in its sole discretion and will follow the timeline and format described in the Ameci Pizza Kitchen® Training Manual. The Franchisor will train up to three representatives of the Franchisee at no additional cost to the Franchisee. The Franchisor will charge a reasonable per day fee for each representative of the Franchisee trained by the Franchisor beyond three. If the Franchisee and the Franchisee's Managers do not successfully complete the required training program at least four weeks prior to the date the Franchised Restaurant is scheduled or required to open for business, they will not be permitted to participate in the operations of the Franchised Restaurant, and such failure will constitute a breach of this Agreement.

14.2 Training Team.

The Franchisor will provide at least two representatives of the Franchisor (the "New Restaurant Opening Team") at the Franchised Restaurant to assist the Franchisee in (a) implementing the Operating System at the Franchised Restaurant, and (b) training the Franchisee's employees. The New Restaurant Opening Team will be present at the Franchised Restaurant for up to seven (7) days (which need not be consecutive) within 30 days of the opening of the Franchised Restaurant. If the Franchisor determines that the New Restaurant Opening Team must include more than two representatives of the Franchisor (each representative "Extra Representative"), or the Franchisor determines if the New Restaurant Opening Team needs to remain at the Restaurant for more than seven (7) days (each day an "Extra Day"), then the Franchisee will also pay the Franchisor the Per Diem as set forth in the Operations Manual for each representative who works on an Extra Day. The Franchisor will refund any overpayment of Travel Expenses and will issue an invoice to the Franchisee for any underpayment. Such invoice will be payable within five days after receipt.

14.3 Supplemental Training.

The Franchisee, the Franchisee's Managers and certain personnel of the Franchisee may have the option to attend or, at the discretion of the Franchisor, may be required to attend such supplemental training programs and seminars as the Franchisor may offer from time to time. For all such programs and seminars, the Franchisor will provide the instructors and training materials; provided, however, the Franchisor reserves the right to impose a reasonable fee for such supplemental training programs and seminars.

14.4 Additional On-Site Remedial Training.

Upon the reasonable request of the Franchisee or as the Franchisor determines necessary, the Franchisor will, during the term hereof, subject to the availability of personnel, provide the Franchisee with additional trained representatives who will provide on-site remedial training to the Franchisee's personnel. The Franchisor may require Franchisee to pay the per diem fee then being charged to other franchisees for the services of such trained representatives, plus all Travel Expenses and the Salaries and Benefits (attributable to the on-site remedial training period) of the Franchisor's representatives.

14.5 Payment of Salaries and Expenses.

The Franchisor may require Franchisee to pay all Travel Expenses and the Salaries and Benefits for all persons who attend any Ameci Pizza Kitchen® training program on behalf of the Franchisee, whether supplemental, additional, remedial or otherwise classified.

ARTICLE 15

OTHER OBLIGATIONS OF FRANCHISOR

Consistent with the Franchisor's uniformity requirements and quality standards of the Operating System, the Franchisor will:

(a) provide the Franchisee with a written schedule of all Foods, Products and Services sold or used by all Ameci Pizza Kitchen® Restaurants, and the FF&E, POS System, Computers and Software, and supplies required for the operation of the Franchised Restaurant;

(b) provide the Franchisee with a list of Designated Suppliers and Authorized Suppliers for the Proprietary Ameci Pizza Kitchen® Foods, Products and Services for the Franchised Restaurant;

(c) make available to the Franchisee basic accounting and business procedures for use by the Franchisee in its Restaurant;

(d) make advertising and marketing recommendations to the Franchisee;

(e) visit the restaurant and perform a QSCC Evaluation of the Franchised Restaurant as often as the Franchisor deems necessary and render written reports to the Franchisee deemed appropriate by the Franchisor;

(f) protect, police and, when appropriate, enforce the Marks for the benefit of all Ameci Pizza Kitchen® franchisees in the manner deemed appropriate by the Franchisor;

(g) develop and, if applicable, register additional trademarks, trade names, service marks, tag lines, logos or commercial symbols for use in connection with the Operating System as deemed appropriate by the Franchisor;

(h) upon the reasonable written request of the Franchisee, render reasonable advisory services by telephone, email or in writing pertaining to the operation of the Franchised Restaurant; and

(i) loan to the Franchisee all supplements to the Operations Manual that may be posted by the Franchisor on the secure Ameci Pizza Kitchen® Internet website or otherwise published by the Franchisor.

ARTICLE 16

TRANSFER

16.1 Transfer by Franchisor.

This Agreement may be unilaterally assigned by the Franchisor to a person or Entity without the approval of the Franchisee and will inure to the benefit of the successors and assigns of the Franchisor. The Franchisor will provide the Franchisee with written notice after the Transfer has been completed, and the assignee will be required to fully perform all obligations of the Franchisor under this Agreement.

16.2 Transfer by Franchisee.

Subject to the provisions of ARTICLE 20, the Franchisee will not Transfer any interest in or any part of this Agreement to any person or Entity without the prior written approval of the Franchisor. The Franchisor will not withhold its written consent to any Transfer of this Agreement, if the Transfer does not violate any of the terms of this Agreement, if the Franchisor does not exercise its rights under ARTICLE 20 of this Agreement, and if the Franchisee and/or the assignee franchisee are in full compliance with the following terms and conditions:

(a) the Franchisee has provided written notice to the Franchisor of the proposed Transfer of this Agreement at least 45 days prior to the transaction;

(b) all of the Franchisee's monetary obligations due to the Franchisor have been paid in full, and the Franchisee is not otherwise in default under this Agreement;

(c) the Franchisee has agreed in writing to observe all applicable provisions of this Agreement, including the covenants not to compete contained in this Agreement;

(d) the Franchisor and the Franchisee have executed a joint and mutual release, in a form satisfactory to the Franchisor, of any and all claims against the Franchisor and/or the Franchisee and their officers, directors, Owners, agents and employees, in their corporate and individual capacities, arising from, in connection with, or as a result of this Agreement or the Franchisee's purchase of the Franchise including, without limitation, all claims arising under any federal or state franchising laws or any other federal, state or local law, rule or ordinance; provided, however, that the Franchisor and the Franchisee may exclude from the coverage of the release any prior or concurrent written agreements between them for other Ameci Pizza Kitchen® Restaurants owned by the Franchisee;

(e) the assignee franchisee has demonstrated to the satisfaction of the Franchisor that he, she or it meets the managerial, financial and business standards required by the Franchisor for new franchisees, possesses a good business reputation and credit rating, and that its management possesses the aptitude and ability to operate the Business in an economic and businesslike manner (as may be evidenced by prior related business experience or otherwise);

(f) the assignee franchisee and all of the assignee franchisee Owners execute the legal agreements required by the Franchisor or its legal counsel to document the Transfer of this Agreement to the assignee franchisee;

(g) the assignee franchisee has purchased or leased the Franchised Restaurant for a term consistent with the remaining term of this Agreement;

(h) the assignee franchisee has purchased or otherwise acquired a valid food service license for the Business at the Franchised Restaurant; and

(i) the assignee franchisee and its General Manager have successfully completed the training program required under this Agreement.

16.3 Transfer of Ownership Interest.

No Owner will have the right to Transfer an Ownership Interest in the Franchisee without the prior written approval of the Franchisor; provided, however, that an existing Owner may Transfer its Ownership Interest in the Franchisee, in whole or in part, to another existing Owner of the Franchisee, or a member of the Owner's immediate family (i.e. a spouse, child, parent or sibling), without the prior written approval of the Franchisor, and without the payment of an Transfer Fee or compliance with ARTICLE 20 of this Agreement. The Franchisor will not withhold its written consent if the Transfer of the Ownership Interest by the Owner complies in all respects with the terms of this Agreement, and if the Franchisor does not exercise its right of first refusal to acquire the Ownership Interest in the Franchisee pursuant to ARTICLE 20. This Agreement may be Transferred to a new Entity without the payment of an Transfer Fee and without complying with ARTICLE 20 if:

(a) the Franchisee is an individual who Transfers this Agreement to an Entity 100% owned and controlled by the Franchisee, or

(b) if the Franchisee is an Entity and the Owner(s) of the new Entity are the same person(s) who signed this Agreement as the Owner(s) of the Franchisee.

16.4 Acknowledgment of Restrictions.

The Franchisee and the Owners acknowledge and agree that the restrictions on Transfer imposed herein are reasonable and necessary to protect the Operating System and the Marks, as well as the reputation and image of the Franchisor, and are for the protection of the Franchisor, the Franchisee and all other franchisees who own and operate Ameci Pizza Kitchen® Restaurants. Any Transfer permitted by this Article will not be effective until the Franchisor receives a completely executed copy of all Transfer documents and the Franchisor consents to the Transfer in writing. Any attempted Transfer made without complying with the requirements of this Article will be void.

16.5 Transfer Fee.

If this Agreement is Transferred to another person or Entity, or if any of the Owners Transfer any Ownership Interest in the Franchisee to a third party, then the Franchisee will pay the Franchisor, on or before the date of the Transfer, the Transfer Fee. The Transfer Fee is to cover the costs incurred by the Franchisor in connection with the Transfer and the costs to provide the initial training program to the assignee franchisee and its Managers. The assignee franchisee will be responsible for all Salaries and Benefits, Travel Expenses and other expenses incurred by all people attending the initial training program on behalf of the assignee franchisee.

ARTICLE 17

TERMINATION RIGHTS OF FRANCHISOR

17.1 Curable Defaults by Franchisee.

Subject to applicable law, upon an event of default, as specified below, which Franchisee fails to cure within the cure period specified (or, if it is impossible to cure within the time specified, Franchisee fails to commence corrective action in good faith within the cure period specified and fails to diligently pursue to completion such corrective action to the reasonable satisfaction of Franchisor), Franchisor may, at its sole election and without prejudice to any other rights or remedies provided herein or by applicable law, terminate the license granted herein:

(a) Failure to complete all mandatory training in a manner satisfactory to Franchisor within sixty (60) days after Notice;

(b) Failure to correct a violation of any applicable law, ordinance, rule or regulation with respect to any aspect of the premises or business of the Franchised Restaurant within five (5) Business Days after Notice, provided that certain violations which may risk the health or safety of any person shall also be subject to the provisions of (c) through (e) below;

(c) Failure to correct any condition which may risk the health or safety of any person cited by the Health Department or similar local or state government agency within the time required by such Health Department or other agency;

(d) Failure to immediately correct any condition which may risk the health or safety of any person immediately upon Notice from Franchisor, if such condition can be immediately corrected;

(e) Failure to cease operation of the Franchised Restaurant immediately upon Notice from Franchisor of any condition which may risk the health or safety of any person, if such condition cannot be corrected immediately; or failure to correct such condition within five (5) Business Days after such Notice;

(f) Failure to pay, when due, any Royalty Payment, Advertising Contribution or other payment/amount owed to Franchisor or its Affiliates and such failure continues for five (5) Business Days after Notice;

(g) Failure to make timely payment of undisputed bills or amounts due to suppliers, vendors, lender(s) or lessor(s) within five (5) Business Days after Notice;

(h) Failure to accurately report Gross Sales by 5 P.M. Pacific Standard Time on the day of each calendar week as specified by Franchisor or at such other times and in the manner required by Franchisor in the Operations Manual or otherwise, and such failure continues for five (5) Business Days after Notice;

(i) Failure to maintain and operate the Franchised Restaurant in accordance with the quality standards, specifications, menu, and operating procedures as set forth in the Operations Manual and failure to correct any violation or deficiency with respect to the Operations Manual within five (5) Business Days after Notice;

(j) Refusal to allow Franchisor to audit reported sales within five (5) Business Days after Notice;

(k) Failure to obtain and/or maintain the Bookkeeper as required by this Agreement and/or provide directly or through the Bookkeeper any financial reports required or requested by FRANCHISOR within five (5) Business Days after Notice;

(l) Failure to reopen at the same location within one hundred eighty (180) days after a casualty;

(m) Failure to relocate if Franchisor, at its sole election, grants permission to relocate, or, in the case of (iv) below, requires relocation, within one hundred eighty (180) days after:

(i) the expiration of the lease for the Franchised Restaurant;

(ii) any taking by eminent domain;

(iii) any other cause (other than casualty) beyond Franchisee's control which renders the Franchised Restaurant inoperable; or

(iv) the expiration of the Primary Term;

(n) Withdrawal of Franchisee or Principals from the business of Franchisee without the prior written consent of Franchisor and such withdrawal continues for five (5) Business Days after Notice;

(o) Allowing a final judgment against Franchisee to remain unsatisfied of record for thirty (30) days (unless an appeal bond has been filed) or allowing levy of execution to be made upon the license granted by this Agreement or any property used in the Franchised Restaurant which is not discharged within five (5) Business Days of said levy;

(p) Failure to comply with any provision of this Agreement, including obligations to make payments, reimburse expenses or provide documents, reports or other items to Franchisor, which non-compliance is not cured within the time period specified, if any, or if no time period is specified, within five (5) Business Days after Notice;

(q) Failure to cure, within the time allowed for cure, any curable default, or the existence of a non-curable default which continues for five (5) Business Days, in any other agreement with Franchisor or Franchisor's Affiliates or in any agreement of loan for, or lease or purchase of the premises of the Franchised Restaurant;

(r) Failure to maintain required insurance coverage as outlined in Article 13 of this Agreement within three (3) Business Days after Notice; and (s) Failure to obtain and maintain an Operating Principal who meets all the requirements of this Agreement within five (5) Business Days after Notice.

17.2 Effect of Cure.

In the event Franchisee cures the default within the allowed period, then, except as set forth in Section 17.3(d) hereof, this Agreement shall continue in full force and effect.

17.3 Non-curable Defaults by Franchisee.

Subject to applicable law, upon the occurrence of an event of default specified below, Franchisor, at its sole election, without prejudice to any other rights or remedies provided herein or by applicable law, may terminate the license granted by this Agreement:

(a) Conviction of Franchisee in a court of competent jurisdiction of a felony offense;

(b) Conviction of an offense or engaging in conduct or taking any action which could, as determined in the sole discretion of Franchisor, disparage or have an adverse affect on the goodwill associated with the Marks, the system of Ameci Pizza Kitchen® Restaurants or the Franchised Restaurant;

(c) Failure to remain open the number of days provided in the Operations Manual without good cause or the prior written consent of Franchisor;

(d) Two (2) or more defaults, breaches or violations of the Agreement within a twelve (12) month period, whether cured or not;

(e) Failure of any of the warranties and representations by Franchisee in this Agreement to be true and correct at the time of execution hereof and at all times throughout the term hereof and any renewals or extensions thereof;

(f) Violation of the obligation of confidence set forth in Article 10 of this Agreement;

(g) Knowingly or negligently filing a financial statement or other report, including any sales report, which understates Gross Sales for the period reported;

(h) Establishing more than one Operating Account without the prior written consent of Franchisor;

(i) Violation of the provisions of Section 8.8 of this Agreement;

(j) Failure to timely open the Franchised Restaurant by the Required Opening Date;

(k) Refusal to allow Franchisor to inspect the Franchised Restaurant;

(l) Receipt of ten (10) or more material customer complaints related to the quality of service in or products sold at the Franchised Restaurant within any six (6) month period; or

(m) One or more material occurrences of physical or verbal abuse of the employees or agents of Franchisor and its Affiliates.

17.4 Automatic Termination Events.

Upon the occurrence of the following events of default (Automatic Termination Events), unless, Franchisor, at its sole election, waives or defers such automatic termination, this Agreement and the license granted hereby shall, subject to applicable law, automatically terminate without the requirement of Notice of any kind:

(a) Voluntary abandonment of the franchise relationship or operations. For the purpose of this Agreement, "voluntary abandonment" shall include any of the following (if undertaken without the prior written approval of Franchisor):

(i) failure to respond either positively or negatively with regard to a location proposed by Franchisor for a Franchised Restaurant within thirty (30) days of the date of such proposal;

(ii) unilateral closure of the Franchised Restaurant (regardless of whether Franchisee continues to operate another business from the premises);

(iii) cessation of use of the Marks;

(iv) in connection with correspondence calling for a response, failure to respond to such correspondence from Franchisor within thirty (30) days or within such shorter period as may be called for in such correspondence from Franchisor; or

(v) failure to secure on or before the Required Opening Date, or to maintain thereafter, the legal right to possession of the premises of the Franchised Restaurant; or

(vi) failure to occupy the premises of the Franchised Restaurant without the prior written consent of Franchisor;

(b) Failure to complete the requirements of ARTICLE 11 of this Agreement and open the Franchised Restaurant on or before the Required Opening Date;

(c) Any Transfer or attempt to Transfer the license or rights granted by this Agreement which is not in compliance with the requirements of ARTICLE 16 without the prior written consent of Franchisor; or

(d) Prior to or at any time during the term of this Agreement (i) making false or misleading statements or omissions of fact in the franchise application, financial statements, business plan, or any other information relating to the franchise or the Franchised Restaurant, including information supplied pursuant to an audit; or (ii) acting fraudulently with respect to the rights or obligations of Franchisee under this Agreement or any other agreement with Franchisor.

17.5 Other Franchisor Rights Not Affected.

The giving by Franchisor of any Notice of any event of default as provided in this Article shall not constitute an election or exclusion of remedies and shall not affect any other rights or remedies afforded Franchisor pursuant to the terms of this Agreement.

17.6 Good Cause.

It is expressly understood and agreed by Franchisee that the occurrence of any one or more of events of default set forth in this Article shall constitute good cause for Franchisor to terminate this Agreement.

17.7 Default by Franchisor.

If Franchisee believes Franchisor to be in default with respect to any provisions of this Agreement, Franchisee shall within sixty (60) days of an event of default by Franchisor give Notice to Franchisor of said default, and Franchisor shall have one hundred twenty (120) days after receipt of such Notice to correct said default. If Franchisor timely and in good faith commences corrective action and diligently pursues to completion such corrective action and is successful in correcting the deficiencies or defaults complained of, then Franchisor shall be deemed to have timely cured said default. The failure of Franchisee to timely give Notice of default and opportunity to cure to Franchisor shall estop Franchisee from alleging or complaining of such default for any purpose.

17.8 Bankruptcy; Relief From Automatic Stay.

If Franchisee, Principals or Guarantors become the subject of any insolvency, bankruptcy, or receivership, dissolution, reorganization or similar proceeding, voluntary or involuntary, pursuant to any present or future federal or state law or act, then, subject to applicable law, this Agreement and the license granted hereby shall terminate automatically and Franchisee, Principals and Guarantors expressly and knowingly:

(a) waive any right they may have under the provisions of the Bankruptcy Code and consent to the termination of this Agreement or any other relief which may be sought by Franchisor in a complaint filed by Franchisor to lift the provisions of the Automatic Stay of the Bankruptcy Code; and

(b) agree that Franchisor is entitled to the automatic and absolute lifting of any Automatic Stay, prohibition or restraint as to the enforcement of its remedies under this

Agreement and any other agreements executed in connection herewith, including specifically, the Automatic Stay imposed by Section 362 of Title 11 of the United States Code.

Franchisee, Principals and Guarantors hereby consent to the immediate lifting of any such Automatic Stay, will not contest any motions of Franchisor seeking to lift such stay and will not seek an injunctive order from any court in any jurisdiction relating to insolvency, reorganization or arrangement proceedings which would have the effect of staying or enjoining this provision. Notwithstanding, if Franchisor is precluded by applicable law from automatically terminating this Agreement upon an event of insolvency, bankruptcy, or receivership, dissolution, reorganization or similar proceeding due to applicable law, then Franchisor shall the right to terminate this Agreement upon Notice to Franchisee on the first date such termination is permitted under applicable law.

Franchisee, Principals and Guarantors acknowledged and agree that the preceding event of insolvency, bankruptcy, or receivership, dissolution, reorganization or similar proceeding shall be deemed good cause for any subsequent termination of this Agreement.

17.9 Additional Remedies.

If any default, which, in the case of a curable default, has not been cured within the time allowed for cure, in addition to any and all other remedies Franchisor may have by law or under this Agreement and whether or not Franchisor elects to terminate this Agreement or this Agreement is otherwise subject to termination, Franchisor shall have the right, but no obligation, to require or do any or all of the following:

(a) If Franchisee has failed to do or perform any thing or act required of it after Notice by Franchisor, Franchisor or its independent contractors or agents shall have the right to come on the premises of the Franchised Restaurant (or the building or property which was the Franchised Restaurant prior to a termination of this Agreement), without being guilty of trespass, tort, any crime or civil liability or penalty, and cause such thing or act to be done (including covering or removing signs or other property which display any of the Marks); Franchisee shall pay, upon demand, all costs incurred by Franchisor in connection with the performance thereof and Franchisee shall indemnify Franchisor in accord with the provisions of Article 23 herein for any loss or expense arising from or in any way connected with any acts performed pursuant to this Section 17.9(a);

(b) Franchisor may require such additional or specialized training of Franchisee or any of its owners or personnel as Franchisor deems necessary or advisable and Franchisee shall pay all costs, including travel and living expenses, of the party or parties attending training and the charge for additional training then required to be paid to Franchisor; or

(c) If Franchisor deems it necessary or advisable to provide assistance or consultation or to have Franchisor personnel or representatives visit the Franchised Restaurant for the purpose of assisting, inspecting or otherwise dealing with compliance with any provision of this Agreement, Franchisee shall pay the cost of travel and living expenses of all such personnel and the charge for additional assistance, at an hourly rate determined by Franchisor in its sole discretion, for each of its personnel engaged in such activities.

ARTICLE 18

FRANCHISEE'S TERMINATION RIGHTS

18.1 Conditions of Breach.

The Franchisee will have the right to terminate this Agreement, as provided herein, if the Franchisor violates any material provision, term or condition of this Agreement, or fails to timely pay any material uncontested obligations due and owing to the Franchisee.

18.2 Notice of Breach. Review Franchisor Cure Period

The Franchisee will not have the right to terminate this Agreement or to commence any action, lawsuit or proceeding against the Franchisor for breach of this Agreement, injunctive relief, violation of any state, federal or local law (including alleged violations of franchise laws), violation of common law (including allegations of fraud and misrepresentation), rescission, damages, or termination, unless and until:

(a) written notice setting forth the alleged breach or violation in detail has been delivered to the Franchisor by the Franchisee; and

(b) the Franchisor fails to correct the alleged breach or violation within 30 days after receipt of the written notice.

If the Franchisor fails to correct the alleged breach or violation within 30 days after receiving written notice, then the Franchisee will have the right to terminate this Agreement as provided for herein. For the purposes of this Agreement, an alleged breach or violation of this Agreement by the Franchisor will be deemed to be "corrected" if both the Franchisor and the Franchisee agree in writing that the alleged breach or violation has been corrected.

18.3 Waiver.

The Franchisee must give the Franchisor written notice of any alleged breach or violation of this Agreement immediately after the Franchisee has knowledge of, believes, determines, is of the opinion, or becomes aware of facts and circumstances reasonably indicating an alleged breach or violation of this Agreement by the Franchisor. If the Franchisee fails to give written notice to the Franchisor as provided for herein of any alleged breach or violation of this Agreement within one year after the date that the Franchisee has knowledge of, believes, determines, is of the opinion that, or becomes aware of facts and circumstances reasonably indicating that the Franchisee may have a claim under any state law, federal law or common law because there has been an alleged breach or violation by the Franchisor, then the alleged breach or violation by the Franchisor will be deemed to be condoned, authorized and waived by the

Franchisee, the alleged breach or violation by the Franchisor will not be deemed to be a breach or violation of this Agreement by the Franchisor, and the Franchisee will be barred from commencing any action against the Franchisor for that specific alleged breach or violation.

ARTICLE 19

FRANCHISEE'S OBLIGATIONS UPON TERMINATION OR EXPIRATION

19.1 Termination of Use of Marks; Other Obligations.

If this Agreement is canceled or terminated for any reason or this Agreement expires, then the Franchisee will:

(a) within three (3) Business Days after termination, pay all fees and other amounts payable by the Franchisee to the Franchisor under this Agreement or under any other contract, promissory note or other obligation;

(b) within three (3) Business Days after termination, return to the Franchisor the Operations Manual, recipes, menus, advertising materials and all other printed materials pertaining to the Restaurant by first class prepaid United States mail; and

(c) comply with all other applicable provisions of this Agreement.

Upon termination or expiration of this Agreement for any reason, the Franchisee's right to use "Ameci Pizza Kitchen®," the other Marks, the e-mail address for the Franchised Restaurant provided by the Franchisor (if applicable) and the Operating System will terminate immediately in all respects, and the Franchisee will not thereafter conduct or promote any business under any name or in any manner that might tend to give the general public the impression that the Franchisee is continuing to operate as a franchisee of the Franchisor.

Without limiting the generality of the foregoing, the Franchisee will immediately cease all advertising which includes any of the Marks and will cease using any and all items or materials which bear or include any of the Marks.

19.2 Alteration of Franchised Restaurant.

If this Agreement expires or is terminated for any reason or if the Franchised Restaurant ever ceases to be used for the Franchised Restaurant, then within 30 days after the date of the expiration or termination of this Agreement, the Franchisee will, at its expense, alter, modify and change both the exterior and interior appearance of the building and the Franchised Restaurant so that it will be clearly distinguished from the standard appearance of a Ameci Pizza Kitchen® Restaurant.

19.3 Telephone Listings.

Upon termination or expiration of this Agreement, or if the Franchisor acquires the Franchised Restaurant pursuant to this Agreement, the Franchisor will have the absolute right to notify the telephone company and all listing agencies of the termination or expiration of the Franchisee's right to use all telephone numbers and all classified and other directory listings for the Restaurant and to authorize the telephone company and all listing agencies to transfer to the Franchisor or its assignee all telephone numbers and directory listings of the Franchised Restaurant. The Franchisee acknowledges and agrees that the Franchisor has the absolute right and interest in and to all telephone numbers and directory listings associated with the Marks, and the Franchisee hereby authorizes the Franchisor to direct the telephone company and all listing agencies to transfer the Franchisee's telephone numbers and directory listings to the Franchisor or to an assignee of the Franchisor, if this Agreement expires or is terminated or if the Franchisor acquires the Franchised Restaurant. The telephone company and all listing agencies may accept this Agreement and the Telephone Listing Agreement attached as an exhibit to this Agreement as evidence of the exclusive rights of the Franchisor to such telephone numbers and directory listings. This Agreement and the Telephone Listing Agreement will constitute the authority from the Franchisee for the telephone company and listing agency to transfer all such telephone numbers and directory listings to the Franchisor and release the telephone company and listing agencies by the Franchisee from any and all claims, actions and damages that the Franchisee may at any time have the right to allege against them in connection with this Article. The Franchisee will execute the Telephone Listing Agreement and such other documents as the Franchisor may require to complete the transfer of the telephone numbers as contemplated herein.

19.4 Continuation of Obligations.

The indemnities and covenants contained in this Agreement will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

ARTICLE 20

OPTION OF FRANCHISOR TO PURCHASE

20.1 Option to Purchase Operating Assets.

The Franchisee will not Transfer or otherwise dispose of any interest in or any part of the Operating Assets to any third party without first offering the same to the Franchisor in a written offer that contains the purchase price, payment terms, and all other material terms and conditions of the proposed transaction (the "Franchisee's Offer"). The Franchisor will have 10 Business Days after receipt of the Franchisee's Offer to give the Franchisee written notice which will either waive its option to purchase (the "Waiver Notice") or will state that it intends to exercise its rights to purchase or acquire the Operating Assets according to the terms contained in the Franchisee's Offer (the "Letter of Intent").

20.2 Due Diligence Review.

If the Franchisor provides the Franchisee with a Letter of Intent within 10 Business Days after receipt of the Franchisee's Offer, then the Franchisor will have 30 days after the date the Letter of Intent is received by the Franchisee (the "Notice Date") to conduct a "due diligence" review. The Franchisee will promptly provide the Franchisor with all Financial Records and other information requested by the Franchisor or its accountants to conduct its "due diligence" review. The Franchisor will have the absolute and unconditional right to terminate the Letter of Intent and any obligation to purchase the Operating Assets from the Franchisee for any reason and at any time during the 30-day due diligence review period by giving the Franchisee written notice.

20.3 Closing Date.

Unless the Franchisor terminates its Letter of Intent as provided in ARTICLE 20.2, then the Franchisee and the Franchisor will act in good faith to agree on the terms and conditions of the definitive agreement or agreements for the purchase of the Operating Assets (in addition to those terms and conditions contained in the Franchisee's Offer) and the closing date for the sale of the Operating Assets to the Franchisor will take place at the offices of the Franchisor on the 60th day after the Notice Date.

20.4 Completion of Transaction.

The Franchisee will have the right to complete the transaction for the sale of the Operating Assets to a third party according to the terms and conditions contained in the Franchisee's Offer to the Franchisor if:

(a) the Franchisor delivers a Waiver Notice to the Franchisee,

(b) the Franchisor fails to deliver either a Waiver Notice or the Letter of Intent to the Franchisee within 10 Business Days after receiving the Franchisee's Offer,

(c) the Franchisor terminates its Letter of Intent during the due diligence period pursuant to the provisions of ARTICLE 20.2, or

(d) the Franchisee and the Franchisor fail to agree on the terms and conditions for the definitive agreement or agreements for the purchase of the Operating Assets by the Franchisor from the Franchisee (in addition to those terms and conditions contained in the Franchisee's Offer) on or before the 60th day after the Notice Date.

20.5 New Terms.

If the Franchisor does not purchase the Operating Assets from the Franchisee under the terms and conditions contained in the Franchisee's Offer, then if during any negotiations with a third party purchaser the Franchisee agrees to negotiate, change, delete, or modify any of the terms and conditions contained in the Franchisee's Offer or the terms and conditions contained in the most recent version of the definitive agreement or agreements proposed by the Franchisee during negotiations that were not acceptable to the Franchisor, then the Franchisee will be required to re-offer to sell the Operating Assets to the Franchisor under the new terms and conditions offered to the third party purchaser in accordance with the provisions of this Article.

20.6 Not Applicable to Financing.

This Article will not apply to the Transfer of any of the Operating Assets (with the exception of this Agreement) by the Franchisee to a bank, financial institution or other lender in connection with the Franchisee's financing of:

(a) the real estate or leasehold improvements for the Franchised Restaurant,

(b) the FF&E for the Franchised Restaurant,

(c) inventory or supplies for the Restaurant, or

(d) working capital required by the Restaurant.

20.7 Compliance with Agreement.

The Franchisee's obligations under this Agreement including, but not limited to, its obligations to pay all fees and to operate the business as a Ameci Pizza Kitchen® Restaurant, will in no way be affected or changed because of nonacceptance by the Franchisor of the Franchisee's written offer and as a consequence, the terms and conditions of this Agreement will remain in full force and effect. The decision by the Franchisor not to exercise the option granted to it pursuant to this Article will not, in any way, be deemed to grant the Franchisee the right to terminate this Agreement and will not affect the term of this Agreement. Moreover, if the Franchisor does not exercise the option granted to it pursuant to this Article and if the Franchisee sells or otherwise disposes of its Operating Assets to a third party, then both the Franchisee and the third party purchaser will be required to comply in all respects with the terms and conditions of this Agreement. Any Transfer of the Operating Assets of the Franchised Restaurant that does not include an Transfer of this Agreement to the assignee will constitute a wrongful termination of this Agreement.

20.8 Transfer of Ownership Interest.

The Ownership Interests owned by the Franchisee or by the Owners may not be Transferred by the Franchisee or the Owners until the Ownership Interests have first been offered to the Franchisor in writing under the same terms and conditions offered to any third party. If the Franchisee or the Owners desire to Transfer their Ownership Interests, then they will first offer them to the Franchisor in writing under the same terms and conditions as those being offered to any third party. The Franchisor will have 10 Business Days to waive or accept any offer to Transfer any Ownership Interest.

20.9 Acknowledgment of Restrictions.

The Franchisee and the Owners acknowledge and agree that the restrictions on Transfer imposed herein are reasonable and are necessary to protect the Operating System and the Marks, as well as the reputation and image of the Franchisor, and are for the protection of the Franchisor, the Franchisee and all other franchisees who own and operate Ameci Pizza Kitchen® Restaurants. Any Transfer permitted by this Agreement will not be effective until the Franchisor receives a completely executed copy of all Transfer documents and the Franchisor consents to the Transfer in writing.

ARTICLE 21

FRANCHISEE'S COVENANTS NOT TO COMPETE

21.1 Consideration.

The Franchisee, the Owners and the Personal Guarantors acknowledge that the Franchisee, its partners or officers and employees will receive specialized training, marketing and advertising plans, business strategies, recipes, food assembly and preparation information, and trade secrets from the Franchisor pertaining to the Operating System and the operation of the Ameci Pizza Kitchen® Restaurant. In consideration for this information, the Franchisee, the Owners and the Personal Guarantors will comply in all respects with the provisions of this Article. The Franchisor has advised the Franchisee that this is a material provision of this Agreement and that the Franchisor will not sell a Franchise to any person or Entity that owns or intends to own, operate or be involved in any Competitive Restaurant.

21.2 In-Term Covenant Not to Compete.

The Franchisee, the Owners and the Personal Guarantors will not, during the term of this Agreement, on their own account or as an employee, agent, consultant, affiliate, licensee, partner, officer, director, or Owner of any other person or Entity, own, operate, lease, franchise, conduct, engage in, be connected with, have any interest in, or assist any person or Entity engaged in any Competitive Restaurant, except with the prior written consent of the Franchisor.

21.3 Post-Term Covenant Not to Compete.

The Franchisee, the Owners and the Personal Guarantors will not, for a period of two years after the termination or expiration of this Agreement on their own account or as an employee, principal, agent, independent contractor, consultant, affiliate, licensee, partner, officer, director or Owner of any other person or Entity, own, operate, lease, franchise, conduct, engage in, be connected with, have any interest in or assist any person or Entity engaged in any Competitive Restaurant which is located within the Assigned Area, or within any exclusive area granted by the Franchisor pursuant to another territorial agreement. The Franchisee, the Owners and the Personal Guarantors expressly agree that the time and geographical limitations set forth in this provision are reasonable and necessary to protect the Franchisor and its franchisees if this Agreement expires or is terminated by either party for any reason, and that this covenant not to compete is necessary to give the Franchisor the opportunity to resell and/or develop a new

Ameci Pizza Kitchen® Restaurant at or in the area near the Franchised Restaurant.

21.4 Injunctive Relief.

The Franchisee, the Owners and the Personal Guarantors agree that the provisions of this Article are necessary to protect the legitimate business interest of the Franchisor and its franchisees including, without limitation, preventing the unauthorized dissemination of marketing, promotional and other confidential information to competitors of the Franchisor and its franchisees, protecting recipes, food assembly and preparation techniques and other trade secrets, protecting the integrity of the Franchisor's franchise system, preventing duplication of the Operating System by unauthorized third parties, and preventing damage to and/or loss of goodwill associated with the Marks. The Franchisee, the Owners and the Personal Guarantors also agree that damages alone cannot adequately compensate the Franchisor if there is a violation of this Article by the Franchisee, the Owners or the Personal Guarantors, and that injunctive relief against the Franchisee is essential for the protection of the Franchisor and its franchisees. The Franchisee, the Owners and the Personal Guarantors agree therefore, that if the Franchisor alleges that the Franchisee, the Owners or the Personal Guarantors have breached or violated this Article, then the Franchisor will have the right to petition a court of competent jurisdiction for injunctive relief against the Franchisee, the Owners and the Personal Guarantors, in addition to all other remedies that may be available to the Franchisor. The Franchisor will not be required to post a bond or other security for any injunctive proceeding. If the Franchisor is granted ex parte injunctive relief against the Franchisee, the Franchisee's Owners or the Personal Guarantors, then the Franchisee, the Owners or the Personal Guarantors will have the right to petition the court for a hearing on the merits at the earliest time convenient to the court.

ARTICLE 22

INDEPENDENT CONTRACTORS

The Franchisor and the Franchisee are each independent contractors and, as a consequence, there is no employer-employee or principal-agent relationship between the Franchisor and the Franchisee. The Franchisee will not have the right to and will not make any agreements, representations or warranties in the name of or on behalf of the Franchisor or represent that their relationship is other than that of the Franchisor and franchisee. Neither the Franchisor nor the Franchisee will be obligated by or have any liability to the other under any agreements or representations made by the other to any third parties.

ARTICLE 23

INDEMNIFICATION

23.1 Indemnification.

The Franchisor will not be obligated to any person or Entity for any damages arising out of, from, in connection with, or as a result of the Franchisee's negligence, the Franchisee's wrongdoing or the operation of the Franchised Restaurant. The Franchisee will indemnify and hold the Franchisor harmless against, and will reimburse the Franchisor for, all damages for which the Franchisor is held liable and for all costs incurred by the Franchisor in the defense of any claim or action brought against the Franchisor arising from, in connection with, arising out of, or as a result of the Franchisee's negligence, the Franchisee's wrongdoing or the operation of the Franchised Restaurant including, without limitation, attorneys' fees, investigation expenses, court costs, deposition expenses, and Travel Expenses. The Franchisee will indemnify the Franchisor, without limitation, for all claims and damages arising from, out of, in connection with, or as a result of:

(a) any personal injury, property damage, commercial loss or environmental contamination resulting from any act or omission of the Franchisee or its employees, agents or representatives;

(b) any failure on the part of the Franchisee to comply with any requirement of any laws or any governmental authority;

(c) any failure of the Franchisee to pay any of its obligations to any person or Entity;

(d) any failure of the Franchisee to comply with any requirement or condition of this Agreement or any other agreement with the Franchisor;

(e) any misfeasance or malfeasance by the Franchisee; and

(f) any tort committed by the Franchisee or its employees, agents or representatives.

The Franchisee will not be obligated to indemnify the Franchisor for any claims or damages attributable to, arising out of, from, in connection with, or as a result of any negligence or wrongdoing by the Franchisor. The Franchisor will have the right to defend any claim made against it arising from, as a result of, in connection with or out of the operation of the Franchised Restaurant.

23.2 Payment of Costs and Expenses; Continuing Obligations.

The Franchisee will pay all attorneys' fees, costs and expenses incurred by the Franchisor:

(a) if the Franchisor prevails in an action

(i) to defend or enforce any term, condition or provision of this Agreement (an "enforcement action") and/or

(ii) to enjoin any violation of this Agreement by the Franchisee; or

(b) to settle by mutual agreement of the parties the enforcement action or injunctive proceeding.

`The indemnification and other obligations contained herein will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

ARTICLE 24

MANDATORY NON-BINDING MEDIATION

24.1 Disputes Subject to Mediation.

All disputes between the Franchisor and the Franchisee will be subject to mandatory non-binding mediation. The parties will agree on a neutral mediator in writing within 20 days after either party gives the other party written notice of mediation. If the parties are unable to agree on a mediator, then the mediator will be appointed by a federal of state district judge having jurisdiction over the parties and the subject matter of the dispute.

24.2 Purpose.

The Franchisor and the Franchisee acknowledge that resolving disputes prior to commencing arbitration hearings or court proceedings is in the best interests of both parties, all other franchisees and the Operating System. Therefore, the parties agree that they will act in good faith to settle any dispute between them either prior to or during mediation.

24.3 Protocol.

If either party alleges that a dispute exists between them, then either party will have the right to demand non-binding mediation within 10 days after the complaining party has provided the other party with written notice describing the dispute and the desired action. All mediation hearings will take place exclusively at a neutral site to be designated by the mediator and will be held within 30 days after the mediator has been appointed. The mediation hearing will be informal and the mediator will have the right to hear and review all testimony and evidence presented by either party. The cost of the mediator will be paid equally by the parties.

24.4 Conditions.

The Franchisor and the Franchisee will not have the right to commence any legal proceedings against the other party until the dispute has been mediated as provided for herein. Both parties will have the right to take all actions necessary to commence legal proceedings prior to any mediation hearing; however, neither party will have the right to prosecute any legal proceedings beyond commencement of an action until the mediator has rendered his or her decision. If the mediation proceeding have not been concluded within 30 days after the first meeting with the mediator, then either party will have the right to pursue all other remedies available to them under this Agreement.

24.5 Confidentiality of Mediation; Performance During Mediation of Disputes.

All matters, testimony, arguments, evidence, allegations, documents and memoranda, and the decision of the mediator will be confidential in all respects and will not be disclosed to any other person or Entity by either party. The Franchisor and the Franchisee will continue to perform their respective obligations pursuant to this Agreement during the mediation process.

ARTICLE 25

ENFORCEMENT

25.1 Injunctive Relief.

Notwithstanding anything to the contrary in this Agreement, the Franchisor will have the right to petition a court of competent jurisdiction for the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement for any action relating to:

(a) the Franchisee's use of the Marks or the Operating System;

(b) the obligations of the Franchisee upon termination or expiration of this Agreement; and

(c) the Franchisee's violation of the provisions of this Agreement relating to confidentiality and the covenants not to compete.

25.2 Severability.

All provisions of this Agreement are severable and this Agreement will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein and partially valid and enforceable provisions will be enforced to the extent valid and enforceable. If any applicable law or rule of any jurisdiction requires a greater prior notice of the termination of this Agreement than is required hereunder or the taking of some other action not required hereunder, or if under any applicable law or rule of any jurisdiction, any provision of this Agreement or any specification, standard or operating procedure prescribed by the Franchisor is invalid or unenforceable under applicable law, then the prior notice or other action required by such law or rule will be substituted for the notice requirements hereof, or such invalid or unenforceable provision, specification, standard or operating procedure will be modified to the extent required to be valid and enforceable. Such modifications to this Agreement will be effective only in such jurisdiction.

25.3 Waiver.

The Franchisor and the Franchisee may, by written instrument signed by the Franchisor and the Franchisee, waive any obligation of or restriction upon the other under this Agreement. Acceptance by the Franchisor of any payment by the Franchisee and the failure, refusal or neglect of the Franchisor to exercise any right under this Agreement or to insist upon full compliance by the Franchisee of its obligations hereunder will not constitute a waiver by the Franchisor of any provision of this Agreement. The Franchisor will have the absolute right to waive obligations or restrictions for other franchisees under their franchise agreements without waiving those obligations or restrictions for the Franchisee and, except to the extent provided by law, the Franchisor will have the right to negotiate terms and conditions, grant concessions and waive obligations for other franchisees without granting those same rights to the Franchisee and without incurring any liability to the Franchisee whatsoever.

25.4 Payments to Franchisor.

The Franchisee will not, on grounds of the alleged nonperformance by the Franchisor of any of its obligations under this Agreement, any other contract between the Franchisor and the Franchisee, or for any other reason, withhold payment of any fees or payments due the Franchisor pursuant to this Agreement or any other contract with the Franchisor. The Franchisee will not have the right to "offset" or withhold any liquidated or unliquidated amounts, damages or other funds allegedly due to the Franchisee by the Franchisor against any fees or payments due to the Franchisor by the Franchisee.

25.5 Effect of Wrongful Termination.

If either the Franchisor or the Franchisee takes any action to terminate this Agreement or the Franchisee takes any action to convert its Restaurant to another business, and such actions were taken without first complying with the terms and conditions of this Agreement, including ARTICLE 17 or ARTICLE 18 of this Agreement, as applicable, then:

(a) such actions will not relieve either party of, or release either party from, any of its obligations under this Agreement;

(b) the terms and conditions of this Agreement will remain in full force and effect; and

(c) the parties will be obligated to fully perform all terms and conditions of this Agreement until such time as this Agreement expires or is terminated in accordance with the provisions of this Agreement and applicable law.

25.6 Miscellaneous.

The rights of the Franchisor hereunder are cumulative and no exercise or enforcement by the Franchisor of any right or remedy hereunder will preclude the exercise or enforcement by the Franchisor of any other right or remedy hereunder or which the Franchisor is entitled by law to enforce. This Agreement is binding upon the parties hereto and their executors, administrators, heirs, assigns and successors in interest. If the Franchisee consists of more than one person or Entity, their liability under this Agreement will be deemed to be joint and several.

25.7 No Oral Modification.

No modification, change, addition, rescission, release, amendment or waiver of this Agreement and no approval, consent or authorization required by any provision of this Agreement may be made by any person except by a written agreement signed by a duly authorized officer or partner of the Franchisee and the President of the Franchisor.

25.8 Entire Agreement.

This Agreement supersedes and terminates all prior agreements, either oral or in writing, between the parties involving the franchise relationship and therefore, representations, inducements, promises or agreements alleged by either the Franchisor or the Franchisee that are not contained in this Agreement will not be enforceable. The Introduction is part of this Agreement, which constitutes the entire agreement of the parties, and there are no other oral or written understandings or agreements between the Franchisor and the Franchisee relating to the subject matter of this Agreement. This Agreement will not supersede any written agreements or contracts that are signed concurrently with this Agreement. In addition, any other Franchise Agreement(s), will remain in full force and effect in accordance with the terms and conditions thereof, and will not be superseded by this Agreement. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

25.9 Headings; Terms.

The headings of the Articles are for convenience only and do not in any way define, limit or construe the contents of such Articles. The term "Franchisee" as used herein is applicable to one or more individuals, a corporation or a partnership, as the case may be, and the singular usage includes the plural, the masculine usage includes the neuter and the feminine, and the neuter usage includes the masculine and the feminine. References to "Franchisee," "assignee" and "transferee" which are applicable to an individual or individuals will mean the Owner or Owners of the equity or operating control of the Franchisee or any such assignee or transferee if the Franchisee or such assignee or transferee is an Entity.

25.10 Venue and Jurisdiction.

All litigation, court proceedings, arbitration proceedings, lawsuits, and court hearings initiated by the Franchisee or the Franchisor, including any action to contest the arbitration provisions of this Agreement, must and will be venued exclusively in Los Angeles County, California. The Franchisee, its officers, directors and Owners, and the Personal Guarantors do hereby agree and submit to personal jurisdiction in Los Angeles County, California a for the purposes of any suit, proceeding or hearing brought to enforce or construe the terms of this Agreement or to resolve any dispute or controversy arising under, as a result of, or in connection with this Agreement, the Franchised Restaurant or the Franchised Restaurant, and do hereby agree and stipulate that any such suits, proceedings and hearings will be exclusively venued and held in Los Angeles County, California. The Franchisee, its officers, directors and Owners, and the Personal Guarantors waive any rights to contest such venue and jurisdiction and any claims that such venue and jurisdiction are invalid.

25.11 Contractual Statute of Limitations.

Except as provided otherwise in this Agreement or by applicable law, any and all claims and actions arising out of or relating to this Agreement, the relationship between the Franchisee and the Franchisor, or the Franchisee's operation of the Restaurant brought by either party against the other, whether in arbitration or any other proceeding, must be commenced within one year after the occurrence of the facts giving rise to such claim or action, or such claim or action will be absolutely barred.

25.12 Force Majeure.

If the Franchisee's performance of an obligation under this Agreement is delayed, hindered or prevented by reason of Force Majeure, then the Franchisee will give the Franchisor prompt written notice setting forth the circumstances constituting Force Majeure, the anticipated duration of such circumstances, and the date by which the Franchisee expects to be able to perform the obligation (the "Resumption Date"). So long as the Franchisee has complied with the requirements of this Article and a valid event constituting Force Majeure exists, the Franchisee's performance of its obligation will be deemed excused for the duration of the Force Majeure set forth in the Franchisee's written notice, provided that the Franchisee will promptly resume or complete performance of its obligation when the Force Majeure ceases to exist, or by the Resumption Date, whichever is earlier. The existence of Force Majeure with respect to a specified obligation will not relieve or postpone the Franchisee's duty to perform its obligations under this Agreement other than those specified in the Franchisee's written notice.

ARTICLE 26

NOTICES

All notices pursuant to this Agreement will be in writing. All notices may be made by:

(a) personal service upon an officer of the Franchisor, the Franchisee (or, if applicable, upon an officer of the Franchisee); or

(b) sent by prepaid United States certified mail addressed to either Franchisor's or Franchisee's Address as set forth in this Agreement or such other address as the Franchisor or Franchisee may designate in writing.; or

(c) by a recognized overnight delivery service (such as Federal Express, Airborne Express or UPS) that requires a written receipt of delivery from the addressee.

Notice may also be given by facsimile transmission, electronic mail, or other commercially reasonable means and will be effective when actually received provided that a copy of the notice is also delivered by one of the methods set forth in (a) –(c) above and the e-mail or facsimile notice shall be deemed delivered when actually received.

ARTICLE 27

ACKNOWLEDGMENTS; DISCLAIMER

27.1 Disclaimer.

The Franchisor does not warrant or guarantee that the Franchisee will derive income or profit from its Restaurant, or that the Franchisor will refund all or part of the Franchise Fee paid by the Franchisee or repurchase any of the Foods, Products and Services, technology, or FF&E

supplied or sold by the Franchisor or by an authorized or designated supplier if the Franchisee is in any way unsatisfied with its Restaurant. The Franchisor expressly disclaims the making of any express or implied representations or warranties regarding the sales, earnings, income, prof its, Gross Sales, economics, business or financial success, or value of the Franchised Restaurant except as specifically contained in the Franchisor's Franchise Disclosure Document ("FDD") received by the Franchisee.

27.2 Acknowledgments by Franchisee.

The Franchisee acknowledges that it has conducted an independent investigation of the Franchise and recognizes that the business venture contemplated by this Agreement and the operation of the Restaurant involve business and economic risks. The Franchisee acknowledges that the financial, business and economic success of the Franchised Restaurant will be primarily dependent upon the personal efforts of the Franchisee, its management and employees, on economic conditions in the area where the Franchised Restaurant is located, and economic conditions in general. The Franchisee acknowledges that it has not received any estimates, projections, representations, warranties or guaranties, expressed or implied, regarding potential sales, Gross Sales, income, profits, earnings, expenses, financial or business success, value of the Restaurant, or other economic matters pertaining to the Franchised Restaurant from the Franchisor or any of its agents that were not expressly set forth in the Ameci Pizza Kitchen® FDD received by the Franchisee from the Franchisor ("Representations"). The Franchisee further acknowledges that if it had received any such Representations, it would have not executed this Agreement, promptly notified the President of the Franchisor in writing of the person or persons making such Representations, and provided to the Franchisor a specific written statement detailing the Representations made.

Notwithstanding the foregoing, nothing in this or in any related agreement is intended to disclaim the representations we made in the FDD that we furnished to you.

27.3 Other Franchisees.

The Franchisee acknowledges that other Ameci Pizza Kitchen® franchisees have or will be granted franchises at different times, different locations, under different economic conditions and in different situations, and further acknowledges that the economics and terms and conditions of such other franchises may vary substantially in form and in substance from those contained in this Agreement.

27.4 Receipt of Agreement and Franchise Disclosure Document.

The Franchisee acknowledges that it received a copy of this Agreement with all material blanks fully completed at least five Business Days prior to the date that this Agreement was executed by the Franchisee. The Franchisee further acknowledges that it received a copy of the Franchisor's FDD at least 14 days prior to the date on which this Agreement was executed.

ARTICLE 28

FRANCHISEE'S LEGAL COUNSEL

The Franchisee acknowledges that this Agreement constitutes a legal document that grants certain rights to and imposes certain obligations upon the Franchisee. The Franchisee has been advised by the Franchisor to retain an attorney or advisor prior to the execution of this Agreement to review the Ameci Pizza Kitchen® FDD, to review this Agreement in detail, to review all legal documents, including the Lease, all purchase agreements and architectural and construction contracts, to review the economics, operations and other business aspects of the Ameci Pizza Kitchen® Restaurant, to determine compliance with applicable laws, to advise the Franchisee on economic risks, liabilities, obligations and rights under this Agreement, and to advise the Franchisee on tax issues, financing matters, applicable state and federal laws, health and safety laws, environmental laws, employee issues, insurance, structure of the Restaurant, and other legal and business matters.

ARTICLE 29

GOVERNING LAW; STATE MODIFICATIONS

29.1 Governing Law; Severability.

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §1051 et seq.), this Agreement and the relationship between the Franchisor and the Franchisee will be governed by the laws of the State of California, without regard to its conflict of law or choice of law principles. The provisions of this Agreement which conflict with or are inconsistent with applicable governing law will be superseded and/or modified by such applicable law only to the extent such provisions are inconsistent. All other provisions of this Agreement will be enforceable as originally made and entered into upon the execution of this Agreement by the Franchisee and the Franchisor.

29.2 Applicable State Laws.

If applicable, the following states have statutes which may supersede the provisions of this Agreement in the Franchisee's relationship with the Franchisor in the areas of termination and renewal of the Franchise: Arkansas [Stat. Section 70-807], California [Bus. & Prof. Code Sections 20000-20043], Connecticut [Gen. Stat. Section 42-133e et seq.], Delaware [Code Section 2552], Hawaii [Rev. Stat. Section 482E-1], Illinois [815 ILCS 705/19-20], Indiana [Stat. Section 23-2-2.7], Michigan [Stat. Section 19.854(27)], Minnesota [Stat. Section 80C.14], Mississippi [Code Section 75-24-51], Missouri [Stat. Section 407.400], Nebraska [Rev. Stat. Section 87-401], New Jersey [Stat. Section 56:10-1], South Dakota [Codified Laws Section 37-5A-51], Virginia [Code 13.1-557-574-13.1-564], Washington [Code Section 19.100.180], and Wisconsin [Stat. Section 135.03]. These and other states may have court decisions that may supersede the provisions of this Agreement in the Franchisee's relationship with the Franchisor in the areas of termination and renewal of the Franchise.

ARTICLE 30

DEFINITIONS

For purposes of this Agreement, the following words will have the following definitions:

30.1 Abandon.

"Abandon" will mean the conduct of the Franchisee indicating the willingness, desire or intent of the Franchisee to discontinue operating its Ameci Pizza Kitchen® Restaurant in accordance with the quality standards, uniformity requirements and the Operating System as described in this Agreement and the Operations Manual including, but not limited to, the failure of the Franchisee to operate the Restaurant for three or more consecutive days without the prior written approval of the Franchisor or the failure to remain open for business during the business hours specified in the Operations Manual.

30.2 Authorized Supplier.

"Authorized Supplier" will mean a supplier, vendor or distributor that has been authorized in writing by the Franchisor because its products and/or services conform to the standards and specifications established by the Franchisor, and the Franchisor has determined that its reputation, quality standards, delivery performance, credit rating and other factors are satisfactory.

30.3 Business Day. Change reference to 5 days as business days

"Business Day" will mean any day of the week other than Saturday, Sunday, or the following national holidays of the United States: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day.

30.4 Competitive Restaurant.

"Competitive Restaurant" will mean any restaurant other than a Ameci Pizza Kitchen® Restaurant where Pizza Delivery and/or the on-site sales of pizza and other Italian foods represents more than 25% of its menu items or a restaurant in which Pizza Delivery and/or the on-site sales of pizza and other Italian foods accounts for at least 25% of gross food sales.

30.5 Controlled Entity.

"Controlled Entity" will mean an Entity for which at least 50.1% of the Ownership Interests in the Entity are owned by the Franchisee or any of the Franchisee's Owners.

30.6 Designated Market Area.

"Designated Market Area" or "DMA" will mean each television market exclusive of another based upon a preponderance of television viewing hours as defined by the A.C. Nielsen ratings service or such other ratings service as may be designated by the Franchisor.

30.7 Designated Supplier.

"Designated Supplier" will mean a supplier, vendor or distributor designated by the Franchisor in writing as the only source for those foods, food items, products and services used or sold in the Restaurant that the Franchisor has determined must meet certain quality and uniformity standards to protect the valuable goodwill and uniformity associated with the Marks and the Operating System.

30.8 Develop.

"Develop," for the purposes of ARTICLE 2.1 of this Agreement, will mean to franchise, license, own, manage or operate.

30.9 Dollars.

"Dollars" will mean United States of America dollars.

30.10 Entity.

"Entity" will mean a corporation, limited liability company, partnership, limited partnership or any other type of legal entity formed in compliance with applicable law.

30.11 FF&E.

"FF&E" will mean the furniture, fixture and equipment used in the Ameci Pizza Kitchen® Restaurant.

30.12 Financial Records.

"Financial Records" will mean all accounting records and ledgers maintained in a written form, on a computer disk or hard drive, and in any other electronic or other form including, but not limited to, sales ledgers, work papers, general ledgers, summaries, schedules, bank statements, cancelled checks, deposit slips, federal and state income tax returns, state sales tax returns, Financial Statements, daily cash register tapes, and other financial information.

30.13 Financial Statements.

"Financial Statements" will mean a balance sheet, profit and loss statement, statement of cash flows, and explanatory footnotes prepared in accordance with generally accepted accounting principles applied on a consistent basis.

30.14 Foods, Products and Services.

"Foods, Products and Services" will include the foods, beverages, menu items, recipes, ingredients, products, merchandise, services and other items offered or sold by the Franchisee or used in the Franchised Restaurant.

30.15 Force Majeure

"Force Majeure" means an act of God, strike, lockout, other industrial disturbance, war (declared or undeclared), act of terrorism, riot, epidemic, fire, earthquake, other natural catastrophe, or other force which is beyond the control of the Franchisee and cannot be overcome by the use of normal commercial measures.

30.16 Franchise.

"Franchise" will mean the right granted by the Franchisor to the Franchisee authorizing the Franchisee to operate an Ameci Pizza Kitchen® Restaurant at the Franchised Restaurant in conformity with the Operating System using the name "Ameci Pizza Kitchen®" and the other Marks.

30.17 Franchised Restaurant.

"Franchised Restaurant" will mean the address and location of the Franchised Restaurant set forth on the cover page and in the Addendum attached to this Agreement.

30.18 General Manager.

"General Manager" will mean the individual responsible for the overall day-to-day management and operation of the Ameci Pizza Kitchen® Restaurant including, but not limited to, administration, basic operations, purchasing, quality control, marketing, customer and community relations, financial and other record keeping, employee staffing and training, inventory control, hiring and firing, food preparation and maintenance of the Franchised Restaurant.

30.19 Gross Sales.

"Gross Sales" will mean the total dollar sales received by the Franchisee from all customers of the Franchised Restaurant, and will include all cash and credit sales made by the Franchisee of every kind and nature made at, from, by or in connection with the Franchised Restaurant including, but not limited to, all dollars and income received from:

(a) the sale of

(i) foods, food products and food items,

(ii) beverages and drinks,

(iii) any and all goods and merchandise, and

(iv) any other authorized products and services;

(b) the redemption of gift cards and gift certificates by the Franchised Restaurant; and

(c) any business interruption insurance payments made to the Franchisee by any insurance company.

"Gross Sales" will not include any sales, use or gross receipts tax imposed by any federal, state, municipal or governmental authority directly upon sales, if the amount of the tax is added to the selling price and is charged to the customer, a specific record is made at the time of each sale of the amount of such tax, and the amount of such tax is paid to the appropriate taxing authority by the Franchisee; the amount of all discounts and coupons which are taken or redeemed at the Franchised Restaurant, provided that a specific record is made of the amount of the reduction in the price as a result of such discount taken or coupon redeemed.

30.20 Assistant Manager

Assistant Manager" means the person in charge of overseeing the Restaurant's food preparation and kitchen operations.

30.21 Lease.

"Lease" will mean the written lease agreement and related documents signed by the Franchisee for the Franchised Restaurant.

30.22 Managers.

"Managers" will mean the Franchisee's General Manager and the Assistant Manager.

30.23 Marks.

"Marks" will include the names "Ameci Pizza Kitchen® and such other trademarks, trade names, service marks, logos, commercial symbols, phrases, slogans and tag lines as the Franchisor has or may develop for use in connection with Ameci Pizza Kitchen® Restaurants.

30.24 Operating Assets.

"Operating Assets" will include

(a) the Franchised Restaurant;

(b) the Franchised Restaurant;

(c) the Lease for the Franchised Restaurant;

(d) all or a material portion of the FF&E, inventory, customer lists or other assets used in the Franchised Restaurant;

(e) this Agreement;

(f) any Ownership Interest in the Franchisee;

(g) all FF&E leases, and

(h) the land and building for the Franchised Restaurant.

30.25 Operating System.

"Operating System" will mean the distinctive foods, beverages and other products and services that are associated with the Marks, copyrights, distinctive decor, furnishings, equipment, menus, recipes, uniforms, signs, color combinations, uniformity requirements, standards of consistency and quality, procedures, cleanliness, sanitation, controls, specifications, training, advertising and standards promulgated form time to time by the Franchisor.

30.26 Operations Manual.

"Operations Manual" will mean the confidential and copyrighted standard Operations Manual and any other manuals developed by the Franchisor and loaned to the Franchisee pursuant to this Agreement including, without limitation, Operations & Admin Manual, Training Manual, Equipment & Site Selection Manual and the Health & Sanitation Manual.

30.27 Owner.

"Owner" will mean any person or Entity that has an Ownership Interest in the Franchisee.

30.28 Ownership Interest.

"Ownership Interest" will mean

(a) capital stock if the Franchisee is a corporation,

(b) membership interest if the Franchisee is a limited liability company,

(c) partnership interest if the Franchisee is a general partnership,

(d) limited or general partnership interest if the Franchisee is a limited partnership,

(e) proprietorship interest if the Franchisee is an individual and the sole Owner of the Franchisee, and

(f) every other type of ownership in the Franchisee as defined by the applicable laws of the state in which the Owner(s) of the Franchisee formed the Entity that is the Franchisee.

30.29 Personal Guarantors.

"Personal Guarantor(s)" will mean the individual(s) who sign the Personal Guaranty attached to this Agreement.

30.30 Salaries and Benefits.

"Salaries and Benefits" will mean the salaries, fringe benefits, including life insurance, medical insurance and retirement plans, payroll taxes, unemployment compensation, workers' compensation insurance, and all other costs and expenses related to an individual's employment.

30.31 QSCC

"QSCC" will mean the standards for quality, service, cleanliness and compliance as set forth in the Operations Manual.

30.32 Restaurant

"Restaurant" will mean the Ameci Pizza Kitchen® restaurant licensed by this Agreement.

30.33 Transfer.

"Transfer" will mean sale, assignment, pledge, bequeath, trade, transfer, lease or sublease.

30.34 Travel Expenses.

"Travel Expenses" will mean all costs incurred for travel, transportation, food, lodging, telephone, automobile rental and all related travel costs.

30.35 Week.

"Week" or "weekly" will mean a period of seven consecutive days from Sunday through Saturday.

IN WITNESS WHEREOF, the Franchisor, the Franchisee and the Owners have respectively signed this Agreement effective as of the day and year first above written.

In the Presence of:	**AMECI PIZZA AND PASTA, INC.**
______________________	By:
	Its:
In the Presence of:	
______________________	By:
	Its:

The undersigned Owners hereby agree to be bound by the terms and conditions of this Agreement applicable to the Owners, which in no event will limit any of the obligations undertaken by the Owners in any other capacity or under any other agreement or guaranty.

In the Presence of:	Names of Owners	Percentage of Ownership
______________________	______________________	______________________%
______________________	______________________	______________________%
______________________	______________________	______________________%

PERSONAL GUARANTY

THIS PERSONAL GUARANTY (this "Personal Guaranty") is made and entered into this ______ day of ________________, by and between Ameci Pizza & Pasta, Inc., a California corporation (the "Franchisor"), and the undersigned personal guarantors (the "Personal Guarantors").

WHEREAS, the Franchisor and ______________________________ (the "Franchisee") have entered into a Franchise Agreement, dated the same date as set forth above, for the operation of a franchised Restaurant at the Franchised Restaurant set forth in the Franchise Agreement (the "Franchise Agreement").

WHEREAS, it is the desire of the undersigned Personal Guarantors to personally guaranty the obligations of the Franchisee under the Franchise Agreement and to be individually, jointly and severally bound by the terms and conditions of the Franchise Agreement.

NOW, THEREFORE, in consideration of the execution of the Franchise Agreement by the Franchisor, and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do individually, jointly and severally hereby become surety and guaranty for the payment of all amounts and the performance of the covenants, terms and conditions of the Franchise Agreement, including the covenants not to compete, to be paid, kept and performed by the Franchisee.

Obligations under Agreement. The undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Franchise Agreement, including the covenants not to compete, and agree that this Personal Guaranty should be construed as though the undersigned and each of them executed an agreement containing the identical terms and conditions of the Franchise Agreement. The Personal Guarantors acknowledge having received a copy of the Franchise Agreement which is incorporated herein by reference.

Default of Franchisee. If any default, breach or violation of the Franchise Agreement or any other agreement with the Franchisor or an affiliated Entity should at any time be made by the Franchisee, then the undersigned, their heirs, successors and assigns, do hereby, individually, jointly and severally, promise and agree to pay to the Franchisor or the affiliated Entity, as applicable, the Franchise Fee, Royalty Payments, and all other fees and monies due and payable to the Franchisor or the affiliated Entity, as applicable, under the terms and conditions of the Franchise Agreement or any other agreement.

Non-Compliance by Franchisee. If the Franchisee fails to comply with any other terms and conditions of the Franchise Agreement, then the undersigned, their heirs, successors and assigns, do hereby, individually, jointly and severally, promise and agree to comply with the terms and conditions of the Franchise Agreement for and on behalf of the Franchisee.

Obligations of Franchisor. If the Franchisee is at any time in default on any obligation to pay monies to the Franchisor or any subsidiary or affiliate of the Franchisor, whether for the

Franchise Fee, Royalty Payments, merchandise, products, supplies, FF&E, or other products purchased by the Franchisee from the Franchisor or any subsidiary or affiliate of the Franchisor, or for any other indebtedness of the Franchisee to the Franchisor or any subsidiary or affiliate of the Franchisor, then the undersigned, their heirs, successors and assigns, do hereby, individually, jointly and severally, promise and agree to pay all such monies due and payable from the Franchisee to the Franchisor or any subsidiary or affiliate of the Franchisor upon default by the Franchisee.

Binding Agreement. The Personal Guarantors warrant and represent that they have the capacity to execute this Personal Guaranty and that they will be bound by all of the terms and conditions of this Personal Guaranty. The provisions, covenants and conditions of this Personal Guaranty will inure to the benefit of the successors and assigns of the Franchisor.

Jurisdiction and Venue. Except as precluded by applicable law, all litigation, actions or proceedings pertaining to this Personal Guaranty will be brought and venued in accordance with the terms of the Franchise Agreement. The Personal Guarantors agree to comply with the dispute resolution provisions, including jurisdiction and venue, contained in the Franchise Agreement.

PERSONAL GUARANTORS

Individually	Individually
Print Name	Print Name
Address	Address
City, State and Zip Code	City, State and Zip Code
Telephone	Telephone

AUTHORIZATION TO HONOR ELECTRONIC FUNDS TRANSFERS

PAYEE	BANK NAME	ACCOUNT NO.
Ameci Pizza Kitchen Licensing, LLC	______________	______________

The undersigned Depositor hereby authorizes and requests the Depository designated below to honor and to charge to the following designated account, checks, drafts, orders and electronic debits (collectively "debits") drawn on such account which are payable to the above named Payee. It is agreed that the Depository's rights with respect to each such debit will be the same as if it were a check drawn and signed by the Depositor. It is further agreed that if any such debit is not honored, whether with or without cause and whether intentionally or inadvertently, the Depository will be under no liability whatsoever. This authorization will continue in force until the Depository and the Payee have received at least 30 days written notification from the Depositor of its termination.

The Depositor agrees with respect to any action taken pursuant to the above authorization:

(1) To indemnify the Depository and hold it harmless from any loss it may suffer resulting from or in connection with any debit including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Depository in the regular course of business for the purpose of payment, including any costs or expenses reasonably incurred in connection therewith.

(2) To indemnify the Payee and the Depository for any loss arising in the event that any such debit will be dishonored, whether with or without cause and whether intentionally or inadvertently.

(3) To defend, at the Depositor's own cost and expense, any action which might be brought by any persons or Entities because of any actions taken by the Depository or the Payee pursuant to the foregoing request and authorization, or in any manner arising by reason of the Depository's or the Payee's participation therein.

Name of Depository (Franchisee's Bank): ______________________________

Name of Franchisee/Depositor (as listed on account): ______________________

Designated Bank Account (Franchisor's Bank): __________________________
(Please attach one voided check for the above account.)

Franchised Restaurant Address: ______________________________

Address, City, State, Zip Code: ______________________________

For information call: ______________________________
Print Name of Franchisee's Contact Person

Telephone Number: ______________ E-Mail Address: ______________

Fax Number: ____________________

____
Name of Franchisee/Depositor as Listed On Account (please print)

By: _____________________________
Franchisee's Authorized Representative
Title
Date: _______________, 20___

TELEPHONE LISTING AGREEMENT

THIS AGREEMENT is made and entered into this _______ day of _______________, by and between Ameci Pizza Kitchen Licensing, LLC (the "Franchisor"), and ____ (the "Franchisee").

WHEREAS, the Franchisor is the franchisor of Ameci Pizza Kitchen® Restaurants and the licensor of the name "Ameci Pizza Kitchen®" and certain other trademarks, trade names, service marks, logos and commercial symbols (the "Marks"); and

WHEREAS, the Franchisor and the Franchisee have entered into a Franchise Agreement, dated the same date as this Agreement (the "Franchise Agreement") pursuant to which the Franchisee is granted the right to operate a franchised Ameci Pizza Kitchen® Restaurant (the "Ameci Pizza Kitchen® Restaurant" or the "Restaurant") and to use the Marks in telephone directory listings for the Franchised Restaurant; and

WHEREAS, the Franchisee is authorized to continue using the Marks until such time as the Franchise Agreement is terminated or expires.

NOW, THEREFORE, the Franchisor and the Franchisee hereby agree as follows:

1. The Franchisee is authorized to obtain telephone service for Franchised Restaurant. Such service will not be used in conjunction with any other business or residential telephone service.

2. The Franchisee is authorized and agrees to secure white pages, Yellow Pages and directory assistance listings for the Franchised Restaurant only in the name of "Ameci Pizza Kitchen®." No other names may be used in conjunction with the Restaurant and the Marks, and no additional listings may be used with the telephone number(s) assigned to the Restaurant, unless authorized in writing in advance by the Franchisor.

3. All telephone directory listings, Yellow Pages display advertising, layout, and copy will be authorized in advance in writing by the Franchisor, and the Franchisee agrees that it will not place any such copy unless the written approval of the Franchisor is attached. Placement of display advertising by the Franchisor or its advertising agency for the Franchisee through a national Yellow Pages service will constitute automatic approval.

4. The Franchisee agrees that the telephone numbers and telephone directory listings for the Ameci Pizza Kitchen® Restaurant will be considered to be the sole property of the Franchisor. The Franchisee acknowledges that the Franchisor has the absolute right and interest in all of the telephone numbers and telephone directory listings associated with the Marks; and the Franchisee hereby authorizes the Franchisor to direct the telephone company and all listing agencies to transfer all of the Franchisee's telephone numbers and directory listings to the Franchisor or the Franchisor's assignee if the Franchise Agreement expires or is terminated for any reason whatsoever.

5. Upon the expiration or termination of the Franchise Agreement for any reason, the Franchisee agrees that it will immediately cease all use of such telephone numbers and telephone directory listings and that all such telephone numbers and telephone directory listings will remain the sole property of the Franchisor, subject to the Franchisor's obligation to pay all fees due therefore that become due and payable after the date of the cessation of the Franchisee's right to use the Marks and the telephone numbers and telephone directory listings associated with the Marks.

6. The Franchisee hereby releases and forever discharges the Franchisor and its successors or assigns and the telephone company from liability of any kind or character which results or may result directly or indirectly from the Franchisor's exercise of its rights hereunder or from the telephone company's cooperation with the Franchisor in effecting the terms of this Agreement.

7. The Franchisor will have the absolute right to notify the telephone company and all listing agencies of the termination or expiration of the Franchisee's right to use all telephone numbers and all classified and other directory listings under the "Ameci Pizza Kitchen®" name and to authorize the telephone company and all listing agencies to transfer to the Franchisor or its assignee all telephone numbers and directory listings of the Franchised Restaurant.

8. The telephone company and all listing agencies will have the right to accept this Agreement as evidence of the exclusive rights of the Franchisor to such telephone numbers and directory listings, and this Agreement will constitute the authority from the Franchisee for the telephone company and listing agency to transfer all such telephone numbers and directory listings to the Franchisor. The Franchisee will not make any claims or commence any action against the telephone company and the listing agencies for complying with this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

AMECI PIZZA AND PASTA, INC. ______________________________

By: ______________________ By: ______________________
Its: Its:

**LOCATION ADDENDUM TO
AMECI PIZZA KITCHEN
FRANCHISE AGREEMENT**

Address of Franchised Restaurant:

____
Address

____
City, State, Zip Code

Description of Assigned Area:

____
____
____
____

In the Presence of:	**AMECI PIZZA AND PASTA, INC.**
____________________________	By: ____________________________ Its: Date:
In the Presence of:	____________________________
	By: ____________________________ Its: Date:

AMECI PIZZA AND PASTA, INC.
AMECI PIZZA KITCHEN®

EXHIBIT "C" TO OFFERING CIRCULAR

RESTAURANT DEVELOPMENT AGREEMENT

AMECI PIZZA KITCHEN®

RESTAURANT DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT INDEX

AMECI PIZZA KITCHEN®

DEVELOPMENT AGREEMENT

This Agreement is entered into by and between the Grantor and Grantee hereafter named to be effective on the Effective Date set forth below.

ARTICLE 1
FUNDAMENTAL PROVISIONS

1.1 Effective Date:	
1.2 Grantor:	Ameci Pizza & Pasta, Inc.
1.3 Grantor's Address:	6603 Independence Ave Suite "B" Canoga Park, CA 91303 Fax: Email:
1.4 Grantee:	
1.5 Grantee's Address:	Fax: Email:
1.6 Operating Principal(s):	
1.7 Principals' Addresses:	Fax: Email:
1.8 Guarantors:	
1.9 Guarantors' Addresses:	Fax: Email:
1.10 Development Territory:	The following Geographical area ____________________ less, save and except the Restaurants existing and those established in the Development Territory at any time prior to execution of the Location Addendum and the assigned areas associated with each of these Restaurants.
1.11 Number of Restaurants:	
1.12 Franchised Restaurant:	The Ameci Pizza Kitchen® Restaurant that is licensed by a Franchise Agreement to be located at the address set forth in a Location Addendum attached to the Franchise Agreement.

1.13 Franchise Agreement:	The then current agreement between Grantor and a Franchisee which licenses Franchisee the right to use the System and Marks to operate an Ameci Pizza Kitchen® Restaurant at a specific location containing specific provisions as follows:	
	TYPE OF PAYMENT	RATE/AMOUNT IN EFFECT AS OF EFFECTIVE DATE
	Franchise Fee for First Restaurant	$25,000
	Franchise Fee for Second Restaurant	$15,000
	Franchise Fee for Each Additional Restaurant	$10,000
	Royalty Payment	6% of Gross Sales
	Advertising. Contribution	3% of Gross Sales
	Grand Opening Advertising Expenditure	$5,000
	Transfer Fee	$3,500
1.14 Development Fee:	The sum of Two Thousand Five Hundred and No/100 Dollars ($2,500) multiplied by the Number of Restaurants, namely _______ and No/ 100 Dollars ($_____________).	
1.15 Development Schedule:	Cumulative Number Of Restaurants To Be Developed In The Development Territory	Date By Which Cumulative Number Of Restaurants Must Be Open And In Operation
	1.	
	2.	
	3.	
	4.	
	5.	
1.16 Extension Fee:	$2,500 per month as set forth in section 3.2(b)	
1.17 Grantee Attorney or Other Advisor:		
1.18 Address of Grantee Attorney or Other Advisor:	Fax: Email:	

ARTICLE 2
GRANT OF DEVELOPMENT RIGHTS

2.1 Grant.

For and in consideration of the Development Fee and other good and valuable consideration including, without limitation, the personal skills and qualifications of Grantee (and/or Operating Principals, as appropriate) and the other promises and covenants of Grantee contained herein, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee the right to develop Ameci Pizza Kitchen® Restaurants in the Development Territory in accordance with the Development Schedule.

2.2 Territorial Protection.

(a) If Grantee is in full compliance with this Agreement and all other agreements between Grantee and Grantor and its Affiliates, Grantor will neither establish nor operate nor authorize any other person or entity to establish or operate (including Grantor's Affiliates), an Ameci Pizza Kitchen® Restaurant at a location in the Development Territory during the term of the Agreement. Nothing in this Section 2.2 shall restrict Grantor or its Affiliates' right to operate and authorize other persons or entities the right to operate Ameci Pizza Kitchen® Restaurants at any location outside the Development Territory at any time or any place.

(b) Except for the limited territorial protection in the Development Territory described above, Grantor expressly reserves all rights and opportunities that this Agreement does not specifically grant to Grantee, which reservation specifically includes all rights to use and license to persons or entities the right to use the Marks and the Proprietary Rights and the System, and other proprietary marks, business formats and operating systems at any location within or outside of the Development Territory, regardless of the proximity to or the economic or competitive effect on the Franchised Restaurant, including, without limitation the right:

(i) to operate, license or grant a franchise to operate, directly or indirectly, food concessions and food service facilities, including, but not limited to, food concessions operated at special events centers, parks, stadiums, business and industrial complexes, museums, art centers, military bases, public transportation facilities, government offices or institutions, regional malls, airports, health care facilities, hotels or motels, toll road or highway rest stops, colleges, universities, and/or institutional food service operators, in theaters, warehouse clubs, theme parks, amusement centers, truck stops or casinos;

(ii) to promote and conduct special sales through mobile units or temporary locations at special events such as fairs, athletic contests, conventions;

(iii) to impose conditions and restrictions on any and all delivery and catering activities conducted in connection with Ameci Pizza Kitchen® Restaurants generally, whether owned by Grantor, its Affiliates or its franchisees;

(iv) to sell or distribute, directly or indirectly, or license others to sell or distribute, without any requirement of Notice or compensation to Grantee, Ameci Pizza Kitchen® Brand Products under any marks, including the Marks, at any location and using any distribution method or delivery, including via use of the Internet or "e-commerce";

(v) to develop co-branding relationships in which the Marks or names and marks similar to the Marks are used at restaurants or locations that are similar to Ameci Pizza Kitchen® Restaurants;

(vi) to advertise and promote the Ameci Pizza Kitchen® Restaurants through broadcast, print, web, internet, electronic or other media; and products and services offered by Ameci Pizza Kitchen® Restaurants) under any names and marks other than the Marks.

(c) If Grantee is in full compliance with this Agreement and all other agreements between Grantee and Grantor and its Affiliates, and Grantor receives Notice from a third party of a Transfer of a Franchised Restaurant that has an "assigned area" surrounded on all sides by the Development Territory (but that is not included in the Development Territory pursuant to Section 1.10), before exercising or rejecting any applicable right of first refusal, Grantor will notify Grantee of the proposed Transfer to the extent permitted by the Franchise Agreement and applicable law. Grantee shall have five (5) days from its receipt of Notice to notify Grantor in writing of its interest to purchase the Franchised Restaurant on the same terms as stated in the Notice. If Grantee provides such Notice, Grantor will provide Grantee reasonable assistance in purchasing the Franchised Restaurant through available means, which may include the assignment of Grantor's right of first refusal to Grantee or the purchase of the Franchised Restaurant by Grantor and immediate sale of the Franchised Restaurant to Grantee, in Grantor's sole discretion. Grantee's failure to fully comply with all requirements of Grantor with respect to the exercise of any rights granted under this Section 2.2(c) shall be deemed a voluntary forfeiture of such rights and Grantor shall have the right to pursue all right and opportunities available to it in its sole discretion. Grantee shall fully indemnify Grantor with respect to its exercise of any rights granted under this Section 2.2(c). It is expressly understood and agreed that this Agreement does not create any rights of Grantee or obligations of Grantor with respect to territory outside the boundaries of the Development Territory.

2.3 Subject to Other Provisions.

The grant of the rights set forth above and the duties, rights and privileges of Franchisee therein shall be subject to all of the other terms and conditions of this Agreement.

2.4 Character of the Grant

The grant is territorial only and does not in any way grant or imply any license to use the Marks, Operating System, or other proprietary rights by Grantee.

ARTICLE 3
DEVELOPMENT OBLIGATIONS

3.1 Development Schedule.

The Schedule as set for in Section 1.13 hereof.

3.2 Development of the Territory.

(a) Franchisee shall execute Franchise Agreements and open the Number of Restaurants (and only the Number of Restaurants, unless otherwise agreed in writing) within the Development Territory (and only within the Development Territory) strictly according to the Development Schedule and shall locate, open and operate the Franchised Restaurants strictly in accordance with the terms and conditions of the applicable Franchise Agreement and the Manual. Franchisor's execution of a Franchise Agreement in accordance with the terms of the Development Schedule shall not waive, extend or modify the Development Schedule as to the date by which Franchised Restaurant shall be open and in operation.

(b) Strict compliance with the Development Schedule is the essence of this Agreement. Franchisee's failure to fulfill its development obligations shall constitute a material default under this Agreement. If Franchisee determines that it is in jeopardy of failing to satisfy the Development Schedule, Franchisee may cure such default only by notifying Franchisor, at least one month prior to the date of such default, of its election to extend the time in which to either have the applicable cumulative number of Franchise Agreements executed and/or Franchised Restaurants open and in operation in the Development Territory and by paying to Franchisor with the extension notice, an extension fee equal to $2,500 for each month the requirements under the Development Schedule are requested to be extended, subject to a maximum of twelve (12) months. Franchisee may only exercise the cure rights described in this Section 3.2(b) once during the term of the Agreement.

(c) Upon default of this Agreement for failure to meet the Development Schedule which is not fully cured as provided above by the securing of an extension, Franchisor, in addition to its right to terminate this Agreement for failure to comply with the Development Schedule, in its sole discretion, shall have the option to do any one or more of the following in lieu of terminating this Agreement, effective ten (10) days after delivery of written notice thereof to Franchisee:

(i) Terminate Franchisee's right to develop Ameci Pizza Kitchen® Restaurants for which no Franchise Agreement has been executed;

(ii) Permit Franchisee to continue development of Ameci Pizza Kitchen® Restaurants under Franchise Agreements in the Development Territory but eliminate Franchisee's territorial rights within the Development Territory during the remaining portion of the term of this Agreement and, in such event, Franchisor or its Affiliates may locate, develop and operate, or grant others the right to locate, develop and operate Ameci Pizza Kitchen® Restaurants (whether franchised or company-owned) within the Development Territory, subject only to territorial rights granted to Franchisee under Franchise Agreements for Franchised Restaurants in the Development Territory; or

(iii) Reduce the geographic scope of the Development Territory. If any of such rights or options are terminated in accordance with this Section, such termination shall be without prejudice to Franchisor's right to terminate this Agreement or the Franchisor's exercise of other such rights or options at any time thereafter as a result of additional defaults of this Agreement in accordance this Agreement.

3.3 Execution of Franchise Agreements.

(a) At such time that Grantee is ready to execute a Franchise Agreement pursuant to the Development Schedule and this Agreement, Grantee shall notify Grantor in writing of its desire to set a date for a closing to execute a Franchise Agreement. Grantor will send Grantee a copy of Grantor's then current form of Franchise Prospect Profile, which Grantee shall complete and return to Grantor.

(b) Provided that Grantee has returned a completed franchise application and is then in full compliance with all of the terms and conditions of this Agreement and all existing Franchise Agreements executed pursuant to this Agreement, including all operational, financial and legal obligations under this Agreement and any Franchise Agreement, Grantor agrees to offer to Grantee a franchise to operate a Franchised Restaurant by delivering to Grantee a Franchise Agreement in form for execution by Grantee and its Principals. Such Franchise Agreement shall be executed and returned to Grantor within fifteen (15) days of Grantor's delivery thereof with payment of all of the fees required to be paid upon execution thereof; subject to Grantor's satisfaction that it has complied with all applicable laws relating to the execution of franchise agreements. Grantee shall bear sole responsibility for providing Grantor the necessary information and documentation in time for Grantor to complete its review and set a closing in time to meet Grantee's obligations to executed Franchise Agreements in compliance with the requirements of the Development Schedule.

(c) The parties agree that, although the form of Franchise Agreement attached as Exhibit A constitutes substantially the form of Franchise Agreement to be executed for the first Franchised Restaurant to be developed in the Development Territory, all future Grantee Agreements executed under this Agreement shall, in Grantor's sole discretion, be in the form then being offered to all new prospective franchisees and may contain certain changes and modifications that differ from the Franchise Agreement attached as Exhibit A, except that in no case shall the Franchise Fee, Royalty Payment and Advertising Contribution exceed that set forth in Section 1.14.

ARTICLE 4
FEES

4.1 Development Fee.

The Grantee will pay the Grantor the Development Fee on the date the Grantee signs this Agreement. The Development Fee will be fully earned by the Grantor when the Development Fee is paid by the Grantee.

4.2 No Refund of Development Fee.

The Development Fee paid by the Grantee pursuant to ARTICLE 4.1 will not be refunded to the Grantee under any circumstances.

4.3 Application of Development Fee.

So long as Grantee is in compliance with this Agreement and any Franchise Agreements for other Franchised Restaurants operated by Grantee, the Development Fees paid pursuant to this Agreement shall be applied toward Franchise Fees payable with regard to future Franchised Restaurants at the rate of $2,500.00 per restaurant.

ARTICLE 5
CONFIDENTIAL OPERATIONS MANUAL; CONFIDENTIAL INFORMATION

5.1 Compliance with Operations Manual.

The Grantor will loan the Grantee one copy each of the Operations Manual, or make the Operations Manual available to the Grantee on a secure Internet website. The Grantee will conform to the standard Ameci Pizza Kitchen® image, identity and experience created by the foods, beverages, products, music, food portions, recipes, ingredients, food assembly and preparation techniques and processes, cleanliness, sanitation and services associated with Ameci Pizza Kitchen® Restaurants which are portrayed and described by the Operations Manual. The Grantee will modify the operations of the Restaurant to implement all changes, additions and supplements made by the Grantor to the Operating System which are reflected by the Operations Manual as promptly as reasonably possible. The Grantee will not use the Operations Manual or any information contained therein for any purpose other than the operation of the Franchised Restaurant. The Grantee acknowledges receiving one copy of the Operations Manual from the Grantor.

5.2 Confidentiality of Operations Manual.

Grantee will at all times treat the Operations Manual and any other manuals created for or authorized for use in the operation of the Franchised Restaurant as secret and confidential, and the Grantee will use all reasonable means to keep such information secret and confidential, including, without limitation, storing the Operations Manual in a secure place off premises. Grantee and its employees will not make any copy, duplication, record or reproduction of the Operations Manual and Training Guides available to any unauthorized person in whole or in part.

5.3 Revisions to Operations Manual.

The Operations Manual will at all times remain the sole and exclusive property of the Grantor. The Grantor may, from time to time, revise the Operations Manual, and the Grantee expressly agrees to operate its Restaurant in accordance with all such revisions. The Grantee will at all times keep its copy of the Operations Manual current and up-to-date, and in the event of any dispute regarding the Operations Manual, the terms of the master copy of the Operations Manual maintained by the Grantor will be controlling in all respects. The Grantor will have the right to "update" the Operations Manual by either mailing the updates to the Grantee, or by making copies of the updates available on the secure Ameci Pizza Kitchen® Internet website.

5.4 Confidentiality of Other Information.

The Grantor and the Grantee expressly understand and agree that the Grantor will be disclosing and providing to the Grantee certain confidential and proprietary information concerning the Operating System and the procedures, operations, technology and data used in connection with the Restaurant. The Grantee will not, during the term of this Agreement or thereafter, communicate, divulge or use for the benefit of any other person or Entity any such confidential and proprietary information, knowledge or know-how concerning the methods of operation of the Restaurant which may be communicated to the Grantee, or of which the Grantee may be apprised by virtue of this Agreement. The Grantee will divulge such confidential and proprietary information only to its employees who must have access to it to operate the Franchised Restaurant. Any and all information, knowledge and know-how including, without limitation, drawings, client lists, materials, equipment, technology, methods, procedures, techniques, recipes, specifications, computer programs, software, systems and other data which the Grantor copyrights or designates as confidential or proprietary will be deemed confidential and proprietary for the purposes of this Agreement.

ARTICLE 6
SITE SELECTION

6.1 Lease of Site.

The Grantee will provide the Grantor with a copy of the proposed Lease for the site selected by the Grantee at least 10 days before the date the Lease is to be signed. The Grantee will be solely responsible for all terms of the Lease, including the enforceability, economics and legality of all provisions in the Lease. The Grantor will not have any obligation, duty or liability to the Grantee as a result of the site selected by the Grantee and/or the purchase or lease of the Franchised Restaurant.

6.2 Site Information; Feasibility Study.

The Grantee will provide the information specified by the Grantor in the Site Selection Check List relating to the proposed site and the Grantor may elect to visit any site proposed by the Grantee. The review of any site information and any visits by the Grantor to a proposed site will not constitute an approval of the site by the Grantor or a warranty or representation by the Grantor that the site for the Franchised Restaurant chosen by the Grantee will be a financial or operational success. The Grantor will have the right to require that the Grantee obtain, at the Grantee's expense, an economic feasibility study and a breakeven analysis (using the format provided by the Grantor) for the Franchised Restaurant. Any feasibility study required by the Grantor will be completed by the franchise and assisted by a local real estate expert experienced in the retail leasing fundamentals in the proposed trade area. This person will be mutually agreed upon by the Grantor and the Grantee in writing.

6.3 Release of Grantor Responsibility for Site.

The Grantee hereby releases the Grantor and its officers, directors, Owners, agents and employees, in their corporate and individual capacities, from any and all claims by the Grantee arising from, in connection with, or as a result of the Grantee's purchase or lease of the site selected by the Grantee for the Franchised Restaurant.

6.4 Plans and Specifications.

The Grantor will, at its expense, loan to the Grantee a set of the CAD drawings for the Ameci Pizza Kitchen® Restaurant equipment layout of the proposed location after the exact dimensions of the space has been provided by Grantee. The Grantee will, at its cost, retain an experienced building contractor who has built restaurant businesses in the local trade area and will be responsible for the preparation of working drawings and construction and architectural plans and specifications for the Franchised Restaurant. The Grantee will be responsible for the accuracy of all drawings, plans and ensure that the specifications for its Restaurant conform to all local building codes and ordinances.

6.5 Compliance with Specifications.

The Franchised Restaurant will conform to all plans, standards and specifications established by the Grantor. The Grantee will purchase and install the FF&E specified in the Operations Manual for the Franchised Restaurant. The Grantee's failure to conform to the Grantor's plans, standards and specifications will be a material breach of this Agreement.

6.6 Building / Construction Costs.

The Grantee will be solely responsible for all costs and expenses incurred for the construction or remodeling of the Franchised Restaurant including, but not limited to, all costs for architectural plans and specifications, all modifications to the standard plans and specifications necessitated by the structure, construction or layout of the Franchised Restaurant, building permits, site preparation, heating, ventilation and air conditioning, interior décor and decorations, FF&E, leasehold improvements, labor, architectural and engineering fees, electricians, plumbers, general contractors and subcontractors.

6.7 Inspections.

The Grantee will be solely responsible for complying with all required inspections during construction or renovation to confirm that the Franchised Restaurant is being constructed or renovated in a professional, workmanlike manner and according to the plans and specifications established by the Grantor. The Grantee will be solely responsible for complying with all federal, state and local laws, ordinances, statutes and building codes, and for acquiring all licenses and building and other permits required by law in connection with the construction or renovation of the Franchised Restaurant. The Grantor will have no responsibility to the Grantee or any other party if the Restaurant is not constructed or renovated by the Grantee or its architect or contractor:

(a) according to the standard plans and specifications established by the Grantor;

(b) in compliance with all applicable federal, state or local laws or ordinances; or

(c) in a workmanlike manner.

The Grantee agrees that they will not open the new Ameci Pizza Kitchen® restaurant until they have passed all building inspections, received their Certificate of Occupancy ("CO"), provided a copy of the CO to the Grantor and received written approval from the Grantor.

ARTICLE 7
TECHNOLOGY

7.1 Internet Provider; E-Mail Address.

The Grantee will, at the Grantee's expense, have access to the Internet/World Wide Web (the "Internet"). The Grantor may provide an e-mail address to the Grantee for its Ameci Pizza Kitchen® Restaurant for the term of this Agreement to be used as a method for the Grantee and the Grantor to communicate with each other and to transmit documents and other information. The Grantee's right to use the e-mail address will terminate immediately upon the termination or expiration of this Agreement. The Grantor will also have the right to suspend, or temporarily or permanently discontinue the Grantee's e-mail address at any time, in the Grantor's sole discretion.

ARTICLE 8
INSURANCE

8.1 Commercial General Liability Insurance.

The Grantee will purchase and maintain, at its sole cost, (a) commercial general liability insurance with minimum coverage of $1,000,000 per occurrence and $2,000,000 aggregate, (b) Employer's Non-Owned Automobile Liability ("ENOL") with a minimum coverage of $1,000,000 per occurrence and (c) business automobile liability insurance with minimum coverage of $1,000,000 per occurrence insuring the Grantee and the Grantor, and their officers, directors, agents and employees from loss, liability, claim, damage or expense, including bodily injury; personal injury; food poisoning or other sickness; death; property damage; products liability and other legal liability, resulting from the condition, operation, use, business or occupancy of the Franchised Restaurant, including the surrounding premises, parking area and the sidewalks.

8.2 Property Insurance.

The Grantee will purchase and maintain in full force and effect, at its sole cost, (a) "all risk" or "special perils" property insurance coverage, which will include fire and extended coverage, for the inventory, machinery and FF&E owned, leased or used by the Grantee at the Franchised Restaurant. The Grantee's property insurance policy (including fire and extended coverage) must have coverage limits equal to the actual "replacement" cost of such property and (b) business income and extra expense insurance with limits equal to at least 52 times the weekly Royalty Payment and Advertising Contribution payable by the Franchise pursuant to this agreement, insuring the Grantee for and against any and all compensable losses and damages resulting from an interruption in the operation of the Franchised Restaurant.

8.3 Building Insurance.

If the Grantee, or any of the Grantee's Owners, owns, either directly or indirectly, the building or the business premises at the Franchised Restaurant, then the Grantee will procure and maintain in full force and effect, at its sole cost, "all risk" or "special perils" property insurance coverage insuring the building or the business premises for and against loss and damages in an amount equal to the actual "replacement" cost of such building or business premises. If the Franchised Restaurant is either partially or completely destroyed by fire or any other catastrophe, then the Grantee will use the insurance proceeds to repair or reconstruct the Franchised Restaurant and recommence business as soon as reasonably possible. In connection with any construction, renovation, refurbishment, or remodeling of the Franchised Restaurant, the Grantee will maintain builder's all risk insurance and performance and completion bonds in forms and amounts, and written by a carrier or carriers, satisfactory to the Grantor, which insurance coverage will not expire until the Grantee is issued a certificate of occupancy.

8.4 Umbrella Liability.

The Grantee will purchase and maintain in full force and effect, at its sole cost, umbrella liability insurance with limits of at least $2,000,000 per occurrence and $2,000,000 aggregate that will provide liability insurance coverage for any and all loss, liability, claim, damage or expense incurred by the Grantee in excess of the primary liability insurance coverage carried by the Grantee.

8.5 Additional Insurance Specifications.

The Grantee will, at its sole cost and expense, procure and maintain all other insurance required by state or federal law, including workers' compensation insurance for its employees. All insurance companies providing coverage to the Grantee must be licensed in the state where coverage is provided and carry on A.M. Best limit of no less than A-:X. The Grantee will provide the Grantor with certificates of insurance evidencing the insurance coverage required of the Grantee pursuant to this Article no later than the date the Grantee opens for business, and the Grantee will immediately provide, upon expiration, change or cancellation, a new certificate of insurance to the Grantor. All insurance policies procured and maintained by the Grantee pursuant to this Article will name the Grantor as an additional insured and will contain endorsements by the insurance companies waiving all rights of subrogation against the Grantor. All insurance policies will provide that the Grantor will receive copies of all notices of cancellation, nonrenewal, or coverage reduction or elimination at least 30 days prior to the effective date of such cancellation, nonrenewal or coverage change.

ARTICLE 9
TRANSFER

9.1 Transfer by Grantor.

This Agreement may be unilaterally assigned by the Grantor to a person or Entity without the approval of the Grantee and will inure to the benefit of the successors and assigns of the Grantor. The Grantor will provide the Grantee with written notice after the Transfer has been completed, and the assignee will be required to fully perform all obligations of the Grantor under this Agreement.

9.2 Transfer by Grantee.

Grantee will not Transfer any interest in or any part of this Agreement to any person or Entity without the prior written approval of the Grantor. The Grantor will not withhold its written consent to any Transfer of this Agreement, if the Transfer does not violate any of the terms of this Agreement and if the Grantee and/or the assignee Grantee are in full compliance with the following terms and conditions:

(a) the Grantee is an individual who Transfers this Agreement to an Entity 100% owned and controlled by Grantee, or

(b) if the Grantee is an Entity and the Owner(s) of the new Entity are the same person(s) who signed this Agreement as the Owner(s) of the Grantee

(c) the Grantee has provided written notice to the Grantor of the proposed Transfer of this Agreement at least 15 days prior to the transaction;

(d) all of the Grantee's monetary obligations due to the Grantor have been paid in full, and the Grantee is not otherwise in default under this Agreement;

(e) the proposed assignee has agreed in writing to observe all applicable provisions of this Agreement, including the covenants not to compete contained in this Agreement;

9.3 Acknowledgment of Restrictions.

The Grantee and the Owners acknowledge and agree that the restrictions on Transfer imposed herein are reasonable and necessary to protect the Operating System and the Marks, as well as the reputation and image of the Grantor, and are for the protection of the Grantor, the Grantee and all other Grantees who own and operate Ameci Pizza Kitchen® Restaurants. Any Transfer permitted by this Article will not be effective until the Grantor receives a completely executed copy of all Transfer documents and the Grantor consents to the Transfer in writing. Any attempted Transfer made without complying with the requirements of this Article will be void.

ARTICLE 10
TERMINATION RIGHTS OF GRANTOR

10.1 Curable Defaults by Grantee.

Subject to applicable law, upon an event of default, as specified below, which Grantee fails to cure within the cure period specified (or, if it is impossible to cure within the time specified, Grantee fails to commence corrective action in good faith within the cure period specified and fails to diligently pursue to completion such corrective action to the reasonable satisfaction of Grantor), Grantor may, at its sole election and without prejudice to any other rights or remedies provided herein or by applicable law, terminate the license granted herein:

(a) Breach of and Franchise Agreement entered into between Franchisor and Grantee which is not cured according to its terms.

(b) Failure to complete all mandatory training in a manner satisfactory to Grantor within sixty (60) days after Notice;

(c) Failure to correct a violation of any applicable law, ordinance, rule or regulation with respect to any aspect of the premises or business of the Franchised Restaurant within five (5) Business Days after Notice;

(d) Withdrawal of Grantee or Principals from the business of Grantee without the prior written consent of Grantor and such withdrawal continues for five (5) Business Days after Notice;

(e) Allowing a final judgment against Grantee to remain unsatisfied of record for thirty (30) days (unless an appeal bond has been filed) or allowing levy of execution to be made upon the license granted by this Agreement or any property used in the Franchised Restaurant which is not discharged within five (5) Business Days of said levy;

(f) Failure to comply with any provision of this Agreement, including obligations to make payments, reimburse expenses or provide documents, reports or other items to

Grantor, which non-compliance is not cured within the time period specified, if any, or if no time period is specified, within five (5) Business Days after Notice;

(g) Failure to cure, within the time allowed for cure, any curable default, or the existence of a non-curable default which continues for five (5) Business Days, in any other agreement with Grantor or Grantor's Affiliates or in any agreement of loan for, or lease or purchase of the premises of the Franchised Restaurant;

(h) Failure to maintain required insurance coverage as outlined in Article 8 of this Agreement within three (3) Business Days after Notice; and

(i) Failure to obtain and maintain an Operating Principal who meets all the requirements of this Agreement within five (5) Business Days after Notice.

10.2 Effect of Cure.

In the event Grantee cures the default within the allowed period, then this Agreement shall continue in full force and effect.

10.3 Non-curable Defaults by Grantee.

Subject to applicable law, upon the occurrence of an event of default specified below, Grantor, at its sole election, without prejudice to any other rights or remedies provided herein or by applicable law, may terminate the license granted by this Agreement:

(a) Conviction of Grantee in a court of competent jurisdiction of a felony offense;

(b) Conviction of an offense or engaging in conduct or taking any action which could, as determined in the sole discretion of Grantor, disparage or have an adverse effect on the goodwill associated with the Marks, the system of Ameci Pizza Kitchen® Restaurants or the Franchised Restaurant;

(c) Two (2) or more defaults, breaches or violations of the Agreement within a twelve (12) month period, whether cured or not;

(d) Failure of any of the warranties and representations by Grantee in this Agreement to be true and correct at the time of execution hereof and at all times throughout the term hereof and any renewals or extensions thereof;

(e) Violation of the obligation of confidence set forth in Article 3 of this Agreement;

(f) Failure to timely open the Franchised Restaurant by the Required Opening Date;

(g) Refusal to allow Grantor to inspect the Franchised Restaurant; or

(h) One or more material occurrences of physical or verbal abuse of the employees or agents of Grantor and its Affiliates.

10.4 Automatic Termination Events.

Upon the occurrence of the following events of default (Automatic Termination Events), unless, Grantor, at its sole election, waives or defers such automatic termination, this Agreement and the license granted hereby shall, subject to applicable law, automatically terminate without the requirement of Notice of any kind:

(a) Voluntary abandonment of the franchise relationship or operations. For the purpose of this Agreement, "voluntary abandonment" shall include any of the following (if undertaken without the prior written approval of Grantor):

(i) cessation of use of the Marks;

(ii) in connection with correspondence calling for a response, failure to respond to such correspondence from Grantor within thirty (30) days or within such shorter period as may be called for in such correspondence from Grantor; or

(iii) failure to secure on or before the Required Opening Date, or to maintain thereafter, the legal right to possession of the premises of the Franchised Restaurant;

(b) Failure to complete the requirements of ARTICLE 3 of this Agreement and open the Franchised Restaurant on or before the Required Opening Date;

(c) Any Transfer or attempt to Transfer the license or rights granted by this Agreement which is not in compliance with the requirements of ARTICLE 9 without the prior written consent of Grantor; or

(d) Prior to or at any time during the term of this Agreement (i) making false or misleading statements or omissions of fact in the franchise application, financial statements, business plan, or any other information relating to the franchise or the Franchised Restaurant, including information supplied pursuant to an audit; or (ii) acting fraudulently with respect to the rights or obligations of Grantee under this Agreement or any other agreement with Grantor.

10.5 Other Grantor Rights Not Affected.

The giving by Grantor of any Notice of any event of default as provided in this Article shall not constitute an election or exclusion of remedies and shall not affect any other rights or remedies afforded Grantor pursuant to the terms of this Agreement.

10.6 Good Cause.

It is expressly understood and agreed by Grantee that the occurrence of any one or more of events of default set forth in this Article shall constitute good cause for Grantor to terminate this Agreement.

10.7 Default by Grantor.

If Grantee believes Grantor to be in default with respect to any provisions of this Agreement, Grantee shall within sixty (60) days of an event of default by Grantor give Notice to Grantor of said default, and Grantor shall have one hundred twenty (120) days after receipt of such Notice to correct said default. If Grantor timely and in good faith commences corrective action and diligently pursues to completion such corrective action and is successful in correcting the deficiencies or defaults complained of, then Grantor shall be deemed to have timely cured said default. The failure of Grantee to timely give Notice of default and opportunity to cure to Grantor shall estop Grantee from alleging or complaining of such default for any purpose.

10.8 Bankruptcy; Relief From Automatic Stay.

If Grantee, Principals or Guarantors become the subject of any insolvency, bankruptcy, or receivership, dissolution, reorganization or similar proceeding, voluntary or involuntary, pursuant to any present or future federal or state law or act, then, subject to applicable law, this Agreement and the license granted hereby shall terminate automatically and Grantee, Principals and Guarantors expressly and knowingly

(a) waive any right they may have under the provisions of the Bankruptcy Code and consent to the termination of this Agreement or any other relief which may be sought by Grantor in a complaint filed by Grantor to lift the provisions of the Automatic Stay of the Bankruptcy Code; and

(b) agree that Grantor is entitled to the automatic and absolute lifting of any Automatic Stay, prohibition or restraint as to the enforcement of its remedies under this Agreement and any other agreements executed in connection herewith, including specifically, the Automatic Stay imposed by Section 362 of Title 11 of the United States Code. Grantee, Principals and Guarantors hereby consent to the immediate lifting of any such Automatic Stay, will not contest any motions of Grantor seeking to lift such stay and will not seek an injunctive order from any court in any jurisdiction relating to insolvency, reorganization or arrangement proceedings which would have the effect of staying or enjoining this provision. Notwithstanding, if Grantor is precluded by applicable law from automatically terminating this Agreement upon an event of insolvency, bankruptcy, or receivership, dissolution, reorganization or similar proceeding due to applicable law, then Grantor shall the right to terminate this Agreement upon Notice to Grantee on the first date such termination is permitted under applicable law.

Grantee, Principals and Guarantors acknowledged and agree that the preceding event of insolvency, bankruptcy, or receivership, dissolution, reorganization or similar proceeding shall be deemed good cause for any subsequent termination of this Agreement.

10.9 Additional Remedies.

If any default, which, in the case of a curable default, has not been cured within the time allowed for cure, in addition to any and all other remedies Grantor may have by law or under this Agreement and whether or not Grantor elects to terminate this Agreement or this Agreement is otherwise subject to termination, Grantor shall have the right, but no obligation, to require or do any or all of the following:

(a) If GRANTEE has failed to do or perform any thing or act required of it after Notice by Grantor, Grantor or its independent contractors or agents shall have the right to come on the premises of the Franchised Restaurant (or the building or property which was the Franchised Restaurant prior to a termination of this Agreement), without being guilty of trespass, tort, any crime or civil liability or penalty, and cause such thing or act to be done (including covering or removing signs or other property which display any of the Marks); Grantee shall pay, upon demand, all costs incurred by Grantor in connection with the performance thereof and Grantee shall indemnify Grantor in accord with the provisions of Article 23 herein for any loss or expense arising from or in any way connected with any acts performed pursuant to this Section 10.9(a);

(b) GRANTOR may require such additional or specialized training of Grantee or any of its owners or personnel as Grantor deems necessary or advisable and Grantee shall pay all costs, including travel and living expenses, of the party or parties attending training and the charge for additional training then required to be paid to Grantor; or

(c) If Grantor deems it necessary or advisable to provide assistance or consultation or to have Grantor personnel or representatives visit the Franchised Restaurant for the purpose of assisting, inspecting or otherwise dealing with compliance with any provision of this Agreement, Grantee shall pay the cost of travel and living expenses of all such personnel and the charge for additional assistance, at an hourly rate determined by Grantor in its sole discretion, for each of its personnel engaged in such activities.

ARTICLE 11
GRANTEE'S COVENANTS NOT TO COMPETE

11.1 Consideration.

The Grantee, the Owners and the Personal Guarantors acknowledge that the Grantee, its partners or officers and employees will receive specialized training, marketing and advertising plans, business strategies, recipes, food assembly and preparation information, and trade secrets from the Grantor pertaining to the Operating System and the operation of the Ameci Pizza Kitchen® Restaurant. In consideration for this information, the Grantee, the Owners and the

Personal Guarantors will comply in all respects with the provisions of this Article. The Grantor has advised the Grantee that this is a material provision of this Agreement and that the Grantor will not sell a Franchise to any person or Entity that owns or intends to own, operate or be involved in any Competitive Restaurant.

11.2 In-Term Covenant Not to Compete.

The Grantee, the Owners and the Personal Guarantors will not, during the term of this Agreement, on their own account or as an employee, agent, consultant, affiliate, licensee, partner, officer, director, or Owner of any other person or Entity, own, operate, lease, franchise, conduct, engage in, be connected with, have any interest in, or assist any person or Entity engaged in any Competitive Restaurant, except with the prior written consent of the Grantor.

11.3 Post-Term Covenant Not to Compete.

The Grantee, the Owners and the Personal Guarantors will not, for a period of two years after the termination or expiration of this Agreement on their own account or as an employee, principal, agent, independent contractor, consultant, affiliate, licensee, partner, officer, director or Owner of any other person or Entity, own, operate, lease, franchise, conduct, engage in, be connected with, have any interest in or assist any person or Entity engaged in any Competitive Restaurant which is located within the Assigned Area, or within any exclusive area granted by the Grantor pursuant to another territorial agreement. The Grantee, the Owners and the Personal Guarantors expressly agree that the time and geographical limitations set forth in this provision are reasonable and necessary to protect the Grantor and its Grantees if this Agreement expires or is terminated by either party for any reason, and that this covenant not to compete is necessary to give the Grantor the opportunity to resell and/or develop a new Ameci Pizza Kitchen® Restaurant at or in the area near the Franchised Restaurant.

11.4 Injunctive Relief.

The Grantee, the Owners and the Personal Guarantors agree that the provisions of this Article are necessary to protect the legitimate business interest of the Grantor and its Grantees including, without limitation, preventing the unauthorized dissemination of marketing, promotional and other confidential information to competitors of the Grantor and its Grantees, protecting recipes, food assembly and preparation techniques and other trade secrets, protecting the integrity of the Grantor's franchise system, preventing duplication of the Operating System by unauthorized third parties, and preventing damage to and/or loss of goodwill associated with the Marks. The Grantee, the Owners and the Personal Guarantors also agree that damages alone cannot adequately compensate the Grantor if there is a violation of this Article by the Grantee, the Owners or the Personal Guarantors, and that injunctive relief against the Grantee is essential for the protection of the Grantor and its Grantees. The Grantee, the Owners and the Personal Guarantors agree therefore, that if the Grantor alleges that the Grantee, the Owners or the Personal Guarantors have breached or violated this Article, then the Grantor will have the right to petition a court of competent jurisdiction for injunctive relief against the Grantee, the Owners and the Personal Guarantors, in addition to all other remedies that may be available to the Grantor. The Grantor will not be required to post a bond or other security for any injunctive proceeding. If the Grantor is granted ex parte injunctive relief against the Grantee, the Grantee's Owners or the Personal Guarantors, then the Grantee, the Owners or the Personal Guarantors will have the right to petition the court for a hearing on the merits at the earliest time convenient to the court.

ARTICLE 12
INDEPENDENT CONTRACTORS

The Grantor and the Grantee are each independent contractors and, as a consequence, there is no employer-employee or principal-agent relationship between the Grantor and the Grantee. The Grantee will not have the right to and will not make any agreements, representations or warranties in the name of or on behalf of the Grantor or represent that their relationship is other than that of the Grantor and Grantee. Neither the Grantor nor the Grantee will be obligated by or have any liability to the other under any agreements or representations made by the other to any third parties.

ARTICLE 13
INDEMNIFICATION

13.1 Indemnification.

The Grantor will not be obligated to any person or Entity for any damages arising out of, from, in connection with, or as a result of the Grantee's negligence, the Grantee's wrongdoing or the operation of the Franchised Restaurant. The Grantee will indemnify and hold the Grantor harmless against, and will reimburse the Grantor for, all damages for which the Grantor is held liable and for all costs incurred by the Grantor in the defense of any claim or action brought against the Grantor arising from, in connection with, arising out of, or as a result of the Grantee's negligence, the Grantee's wrongdoing or the operation of the Franchised Restaurant including, without limitation, attorneys' fees, investigation expenses, court costs, deposition expenses, and Travel Expenses. The Grantee will indemnify the Grantor, without limitation, for all claims and damages arising from, out of, in connection with, or as a result of:

(a) any personal injury, property damage, commercial loss or environmental contamination resulting from any act or omission of the Grantee or its employees, agents or representatives;

(b) any failure on the part of the Grantee to comply with any requirement of any laws or any governmental authority;

(c) any failure of the Grantee to pay any of its obligations to any person or Entity;

(d) any failure of the Grantee to comply with any requirement or condition of this Agreement or any other agreement with the Grantor;

(e) any misfeasance or malfeasance by the Grantee; and

(f) any tort committed by the Grantee or its employees, agents or representatives. The Grantee will not be obligated to indemnify the Grantor for any claims or damages attributable to, arising out of, from, in connection with, or as a result of any negligence or wrongdoing by the Grantor. The Grantor will have the right to defend any claim made against it arising from, as a result of, in connection with or out of the operation of the Franchised Restaurant.

13.2 Payment of Costs and Expenses; Continuing Obligations.

The Grantee will pay all attorneys' fees, costs and expenses incurred by the Grantor:

(a) if the Grantor prevails in an action

(i) to defend or enforce any term, condition or provision of this Agreement (an "enforcement action") and/or

(ii) to enjoin any violation of this Agreement by the Grantee; or

(b) to settle by mutual agreement of the parties the enforcement action or injunctive proceeding.

The indemnification and other obligations contained herein will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

ARTICLE 14
MANDATORY NON-BINDING MEDIATION

14.1 Disputes Subject to Mediation.

All disputes between the Grantor and the Grantee will be subject to mandatory non-binding mediation. The parties will agree on a neutral mediator in writing within 20 days after either party gives the other party written notice of mediation. If the parties are unable to agree on a mediator, then the mediator will be appointed by a federal of state district judge having jurisdiction over the parties and the subject matter of the dispute.

14.2 Purpose.

The Grantor and the Grantee acknowledge that resolving disputes prior to commencing arbitration hearings or court proceedings is in the best interests of both parties, all other Grantees and the Operating System. Therefore, the parties agree that they will act in good faith to settle any dispute between them either prior to or during mediation.

14.3 Protocol.

If either party alleges that a dispute exists between them, then either party will have the right to demand non-binding mediation within 10 days after the complaining party has provided the other party with written notice describing the dispute and the desired action. All mediation hearings will take place exclusively at a neutral location specified by the mediator and will be held within 30 days after the mediator has been appointed. The mediation hearing will be informal and the mediator will have the right to hear and review all testimony and evidence presented by either party. The cost of the mediator will be paid equally by the parties.

14.4 Conditions.

The Grantor and the Grantee will not have the right to commence any legal proceedings against the other party until the dispute has been mediated as provided for herein. Both parties will have the right to take all actions necessary to commence legal proceedings prior to any mediation hearing; however, neither party will have the right to prosecute any legal proceedings beyond commencement of an action until the mediator has rendered his or her decision. If the mediation proceeding have not been concluded within 30 days after the first meeting with the mediator, then either party will have the right to pursue all other remedies available to them under this Agreement.

14.5 Confidentiality of Mediation; Performance During Mediation of Disputes.

All matters, testimony, arguments, evidence, allegations, documents and memoranda, and the decision of the mediator will be confidential in all respects and will not be disclosed to any other person or Entity by either party. The Grantor and the Grantee will continue to perform their respective obligations pursuant to this Agreement during the mediation process.

ARTICLE 15
ENFORCEMENT

15.1 Injunctive Relief.

Notwithstanding anything to the contrary in this Agreement, the Grantor will have the right to petition a court of competent jurisdiction for the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement for any action relating to:

(a) the Grantee's use of the Marks or the Operating System;

(b) the obligations of the Grantee upon termination or expiration of this Agreement; and

(c) the Grantee's violation of the provisions of this Agreement relating to confidentiality and the covenants not to compete.

15.2 Severability.

All provisions of this Agreement are severable and this Agreement will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein and partially valid and enforceable provisions will be enforced to the extent valid and enforceable. If any applicable law or rule of any jurisdiction requires a greater prior notice of the termination of this Agreement than is required hereunder or the taking of some other action not required hereunder, or if under any applicable law or rule of any jurisdiction, any provision of this Agreement or any specification, standard or operating procedure prescribed by the Grantor is invalid or unenforceable under applicable law, then the prior notice or other action required by such law or rule will be substituted for the notice requirements hereof, or such invalid or unenforceable provision, specification, standard or operating procedure will be modified to the extent required to be valid and enforceable. Such modifications to this Agreement will be effective only in such jurisdiction.

15.3 Waiver.

The Grantor and the Grantee may, by written instrument signed by the Grantor and the Grantee, waive any obligation of or restriction upon the other under this Agreement. Acceptance by the Grantor of any payment by the Grantee and the failure, refusal or neglect of the Grantor to exercise any right under this Agreement or to insist upon full compliance by the Grantee of its obligations hereunder will not constitute a waiver by the Grantor of any provision of this Agreement. The Grantor will have the absolute right to waive obligations or restrictions for other Grantees under their franchise agreements without waiving those obligations or restrictions for the Grantee and, except to the extent provided by law, the Grantor will have the right to negotiate terms and conditions, grant concessions and waive obligations for other Grantees without granting those same rights to the Grantee and without incurring any liability to the Grantee whatsoever.

15.4 Payments to Grantor.

The Grantee will not, on grounds of the alleged nonperformance by the Grantor of any of its obligations under this Agreement, any other contract between the Grantor and the Grantee, or for any other reason, withhold payment of any fees or payments due the Grantor pursuant to this Agreement or any other contract with the Grantor. The Grantee will not have the right to "offset" or withhold any liquidated or unliquidated amounts, damages or other funds allegedly due to the Grantee by the Grantor against any fees or payments due to the Grantor by the Grantee.

15.5 Effect of Wrongful Termination.

If either the Grantor or the Grantee takes any action to terminate this Agreement or the Grantee takes any action to convert its Restaurant to another business, and such actions were taken without first complying with the terms and conditions of this Agreement, including ARTICLE 10 of this Agreement, as applicable, then:

(a) such actions will not relieve either party of, or release either party from, any of its obligations under this Agreement;

(b) the terms and conditions of this Agreement will remain in full force and effect; and

(c) the parties will be obligated to fully perform all terms and conditions of this Agreement until such time as this Agreement expires or is terminated in accordance with the provisions of this Agreement and applicable law.

15.6 Miscellaneous.

The rights of the Grantor hereunder are cumulative and no exercise or enforcement by the Grantor of any right or remedy hereunder will preclude the exercise or enforcement by the Grantor of any other right or remedy hereunder or which the Grantor is entitled by law to enforce. This Agreement is binding upon the parties hereto and their executors, administrators, heirs, assigns and successors in interest. If the Grantee consists of more than one person or Entity, their liability under this Agreement will be deemed to be joint and several.

15.7 No Oral Modification.

No modification, change, addition, rescission, release, amendment or waiver of this Agreement and no approval, consent or authorization required by any provision of this Agreement may be made by any person except by a written agreement signed by a duly authorized officer or partner of the Grantee and the President of the Grantor.

15.8 Entire Agreement.

This Agreement supersedes and terminates all prior agreements, either oral or in writing, between the parties involving the franchise relationship and therefore, representations, inducements, promises or agreements alleged by either the Grantor or the Grantee that are not contained in this Agreement will not be enforceable. The Introduction is part of this Agreement, which constitutes the entire agreement of the parties, and there are no other oral or written understandings or agreements between the Grantor and the Grantee relating to the subject matter of this Agreement. This Agreement will not supersede any written agreements or contracts that are signed concurrently with this Agreement. In addition, any other Franchise Agreement(s), will remain in full force and effect in accordance with the terms and conditions thereof, and will not be superseded by this Agreement. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

15.9 Headings; Terms.

The headings of the Articles are for convenience only and do not in any way define, limit or construe the contents of such Articles. The term "Grantee" as used herein is applicable to one or more individuals, a corporation or a partnership, as the case may be, and the singular usage includes the plural, the masculine usage includes the neuter and the feminine, and the neuter usage includes the masculine and the feminine. References to "Grantee," "assignee" and "transferee" which are applicable to an individual or individuals will mean the Owner or Owners of the equity or operating control of the Grantee or any such assignee or transferee if the Grantee or such assignee or transferee is an Entity.

15.10 Venue and Jurisdiction.

All litigation, court proceedings, arbitration proceedings, lawsuits, and court hearings initiated by the Grantee or the Grantor, including any action to contest the arbitration provisions of this Agreement, must and will be venued exclusively in Los Angeles County, California. The Grantee, its officers, directors and Owners, and the Personal Guarantors do hereby agree and submit to personal jurisdiction in Los Angeles County, California a for the purposes of any suit, proceeding or hearing brought to enforce or construe the terms of this Agreement or to resolve any dispute or controversy arising under, as a result of, or in connection with this Agreement, the Franchised Restaurant or the Franchised Restaurant, and do hereby agree and stipulate that any such suits, proceedings and hearings will be exclusively venued and held in Los Angeles County, California. The Grantee, its officers, directors and Owners, and the Personal Guarantors waive any rights to contest such venue and jurisdiction and any claims that such venue and jurisdiction are invalid.

15.11 Contractual Statute of Limitations.

Except as provided otherwise in this Agreement or by applicable law, any and all claims and actions arising out of or relating to this Agreement, the relationship between the Grantee and the Grantor, or the Grantee's operation of the Restaurant brought by either party against the other, whether in arbitration or any other proceeding, must be commenced within one year after the occurrence of the facts giving rise to such claim or action, or such claim or action will be absolutely barred.

15.12 Force Majeure.

If the Grantee's performance of an obligation under this Agreement is delayed, hindered or prevented by reason of Force Majeure, then the Grantee will give the Grantor prompt written notice setting forth the circumstances constituting Force Majeure, the anticipated duration of such circumstances, and the date by which the Grantee expects to be able to perform the obligation (the "Resumption Date"). So long as the Grantee has complied with the requirements of this Article and a valid event constituting Force Majeure exists, the Grantee's performance of its obligation will be deemed excused for the duration of the Force Majeure set forth in the Grantee's written notice, provided that the Grantee will promptly resume or complete performance of its obligation when the Force Majeure ceases to exist, or by the Resumption Date, whichever is earlier. The existence of Force Majeure with respect to a specified obligation will not relieve or postpone the Grantee's duty to perform its obligations under this Agreement other than those specified in the Grantee's written notice.

ARTICLE 16
NOTICES

All notices pursuant to this Agreement will be in writing. All notices may be made by:

(a) personal service upon an officer of the Grantor, the Grantee (or, if applicable, upon an officer of the Grantee); or

(b) sent by prepaid United States certified mail addressed to either Grantor's or Grantee's Address as set forth in this Agreement or such other address as the Grantor or Grantee may designate in writing.; or

(c) by a recognized overnight delivery service (such as Federal Express, Airborne Express or UPS) that requires a written receipt of delivery from the addressee.

Notice may also be given by facsimile transmission, electronic mail, or other commercially reasonable means and will be effective when actually received provided that a copy of the notice is also delivered by one of the methods set forth in (a) - (c) above and the e-mail or facsimile notice shall be deemed delivered when actually received.

ARTICLE 17
ACKNOWLEDGMENTS; DISCLAIMER

17.1 Disclaimer.

The Grantor does not warrant or guarantee that the Grantee will derive income or profit from its Restaurant, or that the Grantor will refund all or part of the Development Fee paid by the Grantee or repurchase any of the Foods, Products and Services, technology, or FF&E supplied or sold by the Grantor or by an authorized or designated supplier if the Grantee is in any way unsatisfied with its Restaurant. The Grantor expressly disclaims the making of any express or implied representations or warranties regarding the sales, earnings, income, profits, Gross Sales, economics, business or financial success, or value of the Franchised Restaurant except as specifically contained in the Grantor's Franchise Disclosure Document ("FDD") received by the Grantee.

17.2 Acknowledgments by Grantee.

The Grantee acknowledges that it has conducted an independent investigation of the Franchise and recognizes that the business venture contemplated by this Agreement and the operation of the Restaurant involve business and economic risks. The Grantee acknowledges that the financial, business and economic success of the Franchised Restaurant will be primarily dependent upon the personal efforts of the Grantee, its management and employees, on economic conditions in the area where the Franchised Restaurant is located, and economic conditions in general. The Grantee acknowledges that it has not received any estimates, projections, representations, warranties or guaranties, expressed or implied, regarding potential sales, Gross Sales, income, profits, earnings, expenses, financial or business success, value of the Restaurant, or other economic matters pertaining to the Franchised Restaurant from the Grantor or any of its agents that were not expressly set forth in the Ameci Pizza Kitchen® FDD received by the Grantee from the Grantor ("Representations"). The Grantee further acknowledges that if it had received any such Representations, it would have not executed this Agreement, promptly notified the President of the Grantor in writing of the person or persons making such Representations, and provided to the Grantor a specific written statement detailing the Representations made. Notwithstanding the foregoing, nothing in this or in any related agreement is intended to disclaim the representations we made in the FDD that we furnished to you.

17.3 Other Grantees.

The Grantee acknowledges that other Ameci Pizza Kitchen® Grantees have or will be granted franchises at different times, different locations, under different economic conditions and in different situations, and further acknowledges that the economics and terms and conditions of such other franchises may vary substantially in form and in substance from those contained in this Agreement.

17.4 Receipt of Agreement and Franchise Disclosure Document.

The Grantee acknowledges that it received a copy of this Agreement with all material blanks fully completed at least five Business Days prior to the date that this Agreement was executed by the Grantee. The Grantee further acknowledges that it received a copy of the Grantor's FDD at least 14 days prior to the date on which this Agreement was executed.

ARTICLE 18
GRANTEE'S LEGAL COUNSEL

The Grantee acknowledges that this Agreement constitutes a legal document that grants certain rights to and imposes certain obligations upon the Grantee. The Grantee has been advised by the Grantor to retain an attorney or advisor prior to the execution of this Agreement to review the Ameci Pizza Kitchen® FDD, to review this Agreement in detail, to review all legal documents, including the Lease, all purchase agreements and architectural and construction contracts, to review the economics, operations and other business aspects of the Ameci Pizza Kitchen® Restaurant, to determine compliance with applicable laws, to advise the Grantee on economic risks, liabilities, obligations and rights under this Agreement, and to advise the Grantee on tax issues, financing matters, applicable state and federal laws, health and safety laws, environmental laws, employee issues, insurance, structure of the Restaurant, and other legal and business matters.

ARTICLE 19
GOVERNING LAW; STATE MODIFICATIONS

19.1 Governing Law; Severability.

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §1051 et seq.), this Agreement and the relationship between the Grantor and the Grantee will be governed by the laws of the State of California, without regard to its conflict of law or choice of law principles. The provisions of this Agreement which conflict with or are inconsistent with applicable governing law will be superseded and/or modified by such applicable law only to the extent such provisions are inconsistent. All other provisions of this Agreement will be enforceable as originally made and entered into upon the execution of this Agreement by the Grantee and the Grantor.

19.2 Applicable State Laws.

If applicable, the following states have statutes which may supersede the provisions of this Agreement in the Grantee's relationship with the Grantor in the areas of termination and renewal of the Franchise: Arkansas [Stat. Section 70-807], California [Bus. & Prof. Code Sections 20000-20043], Connecticut [Gen. Stat. Section 42-133e et seq.], Delaware [Code Section 2552], Hawaii [Rev. Stat. Section 482E-1], Illinois [815 ILCS 705/19-20], Indiana [Stat. Section 23-2-2.7], Michigan [Stat. Section 19.854(27)], Minnesota [Stat. Section 80C.14], Mississippi [Code Section 75-24-51], Missouri [Stat. Section 407.400], Nebraska [Rev. Stat. Section 87-401], New Jersey [Stat. Section 56:10-1], South Dakota [Codified Laws Section 37-5A-51], Virginia [Code 13.1-557-574-13.1-564], Washington [Code Section 19.100.180], and Wisconsin [Stat. Section 135.03]. These and other states may have court decisions that may supersede the provisions of this Agreement in the Grantee's relationship with the Grantor in the areas of termination and renewal of the Franchise.

ARTICLE 20
DEFINITIONS

For purposes of this Agreement, the following words will have the following definitions:

20.1 Abandon.

"Abandon" will mean the conduct of the Grantee indicating the willingness, desire or intent of the Grantee to discontinue operating its Ameci Pizza Kitchen® Restaurant in accordance with the quality standards, uniformity requirements and the Operating System as described in this Agreement and the Operations Manual including, but not limited to, the failure of the Grantee to operate the Restaurant for three or more consecutive days without the prior written approval of the Grantor or the failure to remain open for business during the business hours specified in the Operations Manual.

20.2 Business Day.

"Business Day" will mean any day of the week other than Saturday, Sunday, or the following national holidays of the United States: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day.

20.3 Controlled Entity.

"Controlled Entity" will mean an Entity for which at least 50.1% of the Ownership Interests in the Entity are owned by the Grantee or any of the Grantee's Owners.

20.4 Designated Market Area.

"Designated Market Area" or "DMA" will mean each television market exclusive of another based upon a preponderance of television viewing hours as defined by the A.C. Nielsen ratings service or such other ratings service as may be designated by the Grantor.

20.5 Develop.

"Develop," for the purposes of ARTICLE 2 of this Agreement, will mean to franchise, license, own, manage or operate.

20.6 Dollars.

"Dollars" will mean United States of America dollars.

20.7 Entity.

"Entity" will mean a corporation, limited liability company, partnership, limited partnership or any other type of legal entity formed in compliance with applicable law.

20.8 Force Majeure

"Force Majeure" means an act of God, strike, lockout, other industrial disturbance, war (declared or undeclared), act of terrorism, riot, epidemic, fire, earthquake, other natural catastrophe, or other force which is beyond the control of the Grantee and cannot be overcome by the use of normal commercial measures.

20.9 Franchise.

"Franchise" will mean the right granted by the Grantor to the Grantee authorizing the Grantee to operate an Ameci Pizza Kitchen® Restaurant at the Franchised Restaurant in conformity with the Franchise Agreements.

22.13 Franchise Agreement. Operating System using the name "Ameci Pizza Kitchen®" and the other Marks.

The then current agreement between Grantor and a Franchisee which licenses Franchisee the right to use the System and Marks to operate an Ameci Pizza Kitchen® Restaurant at a specific location described in a Location Addendum. Each such Franchise Agreement shall provide for the following payments:

TYPE OF PAYMENT	RATE/AMOUNT IN EFFECT AS OF EFFECTIVE DATE
Franchise Fee for First Restaurant	$25,000
Franchise Fee for Each Second Restaurant	$15,000
Franchise Fee for Each Additional Restaurant	$10,000

Royalty Payment	6% of Gross Sales
Advertising Contribution	3% of Gross Sales
Grand Opening Advertising Expenditure	$5,000
Transfer Fee	$3,500

22.14 Franchised Restaurant.

"Franchised Restaurant" will mean the address and location of the Franchised Restaurant set forth on the cover page and in the Addendum attached to this Agreement.

22.15 Gross Sales.

"Gross Sales" will mean the total dollar sales received by the Grantee from all customers of the Franchised Restaurant, and will include all cash and credit sales made by the Grantee of every kind and nature made at, from, by or in connection with the Franchised Restaurant including, but not limited to, all dollars and income received from:

(a) the sale of

(i) foods, food products and food items,

(ii) beverages and drinks,

(iii) any and all goods and merchandise, and

(iv) any other authorized products and services;

(b) the redemption of gift cards and gift certificates by the Franchised Restaurant; and

(c) any business interruption insurance payments made to the Grantee by any insurance company.

"Gross Sales" will not include any sales, use or gross receipts tax imposed by any federal, state, municipal or governmental authority directly upon sales, if the amount of the tax is added to the selling price and is charged to the customer, a specific record is made at the time of each sale of the amount of such tax, and the amount of such tax is paid to the appropriate taxing authority by the Grantee; the amount of all discounts and coupons which are taken or redeemed at the Franchised Restaurant, provided that a specific record is made of the amount of the reduction in the price as a result of such discount taken or coupon redeemed; and the amount of all employee discounts taken by employees at the Franchised Restaurant, provided that a specific record is made of the amount of the reduction in price as a result of such discount.

22.16 Lease.

"Lease" will mean the written lease agreement and related documents signed by the Grantee for the Franchised Restaurant.

22.17 Location Addendum.

That certain addendum to the Franchise Agreement which will be entered into by and between Grantor and Grantee in the form attached hereto setting forth the Assigned Area and the address of the Franchised Restaurant which, when completed and executed by the parties, shall become a part of the Franchise Agreement for all purposes.

22.18 Marks.

"Marks" will include the names "Ameci Pizza Kitchen® and such other trademarks, trade names, service marks, logos, commercial symbols, phrases, slogans and tag lines as the Grantor has or may develop for use in connection with Ameci Pizza Kitchen® Restaurants.

22.19 Operating System.

"Operating System" will mean the distinctive foods, beverages and other products and services that are associated with the Marks, copyrights, distinctive decor, furnishings, equipment, menus, recipes, uniforms, signs, color combinations, uniformity requirements, standards of consistency and quality, procedures, cleanliness, sanitation, controls, product, food, equipment or other specifications, training, advertising and standards promulgated form time to time by the Grantor.

22.20 Operations Manual.

"Operations Manual" will mean the confidential and copyrighted standard Operations Manual and any other manuals developed by the Grantor and loaned to the Grantee pursuant to this Agreement including, without limitation, Operations & Admin Manual, Training Manual, Equipment & Site Selection Manual and the Health & Sanitation Manual.

22.21 Owner.

"Owner" will mean any person or Entity that has an Ownership Interest in the Grantee.

22.22 Ownership Interest.

"Ownership Interest" will mean:

(a) capital stock if the Grantee is a corporation,

(b) membership interest if the Grantee is a limited liability company,

(c) partnership interest if the Grantee is a general partnership,

(d) limited or general partnership interest if the Grantee is a limited partnership,

(e) proprietorship interest if the Grantee is an individual and the sole Owner of the Grantee, and

(f) every other type of ownership in the Grantee as defined by the applicable laws of the state in which the Owner(s) of the Grantee formed the Entity that is the Grantee.

22.23 Personal Guarantors.

"Personal Guarantor(s)" will mean the individual(s) who sign the Personal Guaranty attached to this Agreement.

22.24 Restaurant

"Restaurant" will mean the Ameci Pizza Kitchen® restaurant licensed by this Agreement.

22.25 Transfer.

"Transfer" will mean sale, assignment, pledge, bequeath, trade, transfer, lease or sublease.

22.26 Week.

"Week" or "weekly" will mean a period of seven consecutive days from Monday through Sunday.

IN WITNESS WHEREOF, the Grantor, the Grantee and the Owners have respectively signed this Agreement effective as of the day and year first above written.

In the Presence of: **AMECI PIZZA AND PASTA, INC.**

______________________ By: ______________________
Its:

In the Presence of:
______________________ By: ______________________
Its:

The undersigned Owners hereby agree to be bound by the terms and conditions of this Agreement applicable to the Owners, which in no event will limit any of the obligations undertaken by the Owners in any other capacity or under any other agreement or guaranty.

In the Presence of:	Names of Owners	Percentage of Ownership
____________________	____________________	________%
____________________	____________________	________%

EXHIBIT "A"

Franchise Agreement

EXHIBIT C
DEVELOPMENT AGREEMENT

AMECI PIZZA AND PASTA, INC.
AMECI PIZZA KITCHEN®

EXHIBIT "D" TO OFFERING CIRCULAR

CONSENT OF SPOUSE

CONSENT OF SPOUSE

The undersigned hereby certifies that:

1. _______________ is the spouse of ______________, who has agreed to become an AMECI PIZZA & PASTA franchisee and has executed an AMECI PIZZA KITCHEN® Restaurant Franchise Agreement (the "Franchise Agreement").

2. _______________ has read the Franchise Agreement executed by his/her spouse and knows its contents, and that by its provisions his/her spouse agrees to assign, sell, or transfer his/her interest in the Franchise Agreement, the franchise business, and the franchise location premises under certain circumstances and to certain parties, and only under certain circumstances and to certain parties.

3. _______________ understands that he/she may have a legal interest in the Franchise Agreement, the franchise business, and the franchise location premises.

4. _______________ hereby consents to and approves of the acquisition of an AMECI PIZZA KITCHEN® Restaurant franchise by his/her spouse, approves the provisions of the Franchise Agreement, and agrees that any and all of his/her interest, if any, in the Franchise Agreement, the franchised business, and the franchise location premises shall be subject to the provisions of the Franchise Agreement. _______________ further agrees that he/she will not at any time take any action to hinder the operation of the Franchise Agreement or the performance of its terms with respect to his/her interest, if any, in the Franchise Agreement, the franchise business, or the franchise location premises and will not attempt to dispose, by Will or otherwise, of all or any part of any interest he/she may have in any of them, and that the residuary clause of his/her Will shall be deemed not to apply to any such interest.

5. _______________ consents to having his/her interest, if any, in the Franchise Agreement, the franchise business, and the franchise location premises managed, controlled, and disposed of solely by his/her spouse.

6. _______________ accepts and agrees to be bound by the terms of the Franchise Agreement.

Executed this ___ day of ____________, 20__.

____

AMECI PIZZA AND PASTA, INC.
AMECI PIZZA KITCHEN®

EXHIBIT "E" TO OFFERING CIRCULAR

LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

EXHIBIT E

LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws.

California

Department of Business Oversight:

Los Angeles:
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
(213) 576-7500
Toll Free 1(866) 275-2677

Sacramento:
1515 K Street
Suite 200
Sacramento, California 95814-4052
(916) 445-7205

San Diego:
1350 Front Street
San Diego, California 92101-3697
(619) 525-4233

San Francisco:
71 Stevenson Street, Suite 2100
San Francisco, California 94105-2980
((415) 972-8559

California's Agent for Service of Process:
California Commissioner of Business Oversight
1515 K Street
Suite 200
Sacramento, California 95814-4052

Ameci Pizza And Pasta, Inc.'s Agent for Service of Process:
Nicola Andrisano
6603 "B" Independence Avenue
Canoga Park, California 91303
(818) 712-0110

AMECI PIZZA AND PASTA, INC.
AMECI PIZZA KITCHEN®

EXHIBIT "F" TO OFFERING CIRCULAR

LIST OF STATE REGULATIONS

LIST OF STATE REGULATIONS

There are no special industry regulations, except for those general regulations for the restaurant/food service business. You are advised to consult your state and local health, safety, sanitation and fire departments regarding applicable regulations for the food service industry. You are also advised to consult your attorney, accountant or business advisor regarding worker's compensation, tax, disability, employment laws and other laws and regulations regarding the commencement of any business.

AMECI PIZZA AND PASTA, INC.
AMECI PIZZA KITCHEN®

EXHIBIT "G" TO OFFERING CIRCULAR

TABLE OF CONTENTS OF OPERATIONS MANUAL

AMECI PIZZA KITCHEN®
OPERATIONS MANUAL

AMECI PIZZA AND PASTA, INC.
AMECI PIZZA KITCHEN®

EXHIBIT "H" TO OFFERING CIRCULAR

EQUIPMENT LIST

EQUIPMENT LIST

1. ONE STAINLESS STEEL, WALL MOUNTED OR SPLIT OR ISLAND HOOD WITH FILTER BANK ACCORDING TO MECHANICAL BUILDING REQUIREMENTS.

2. TWO MAKE UP AIR WITH 4500 C.F.M. EACH WITH FOUR DIFFUSERS 24"x24"

3. ONE FIRE SUPPRESSION SYSTEM (ANSUL) FOR FIRE PREVENTION PLUS TWO EXTINGUISHERS.

4. TWO FLUTES WITH MOUNTED EXTRACTORS AND WITH ELECTRICAL MOTOR ACCORDING TO MECHANICAL BUILDING REQUIREMENTS AND CODE.

5. ONE ONE-DECK CONVEYOR BELT, 32" WIDE, GAS, FIRED OVEN (MIDDLEBY MARSHALL OR LICOLN IMPINGER) PIZZA OVEN

6. ONE SIX BURNER RANGE W/OVEN (GAS FIRED)

7. ONE THREE WELL STEAM TABLE (GAS FIRED OR ELECTRICAL)

8. ONE 40# GAS FIRED DEEP FRYER

9. ONE ELECTRICAL MICROWAVE OVEN APPROX. 1½ CUBIC FEET (800 AMPS)

10. ONE WALK-IN BOX REFRIGERATOR APPROX. 6'X8'X8'

11. ONE TWO-DOOR FREEZER

12. ONE 67" PIZZA PREP TABLE

13. ONE 48" SANDWICH TABLE (12 HOLE INSERT)

14. ONE TWO-DOOR GLASS MERCHANDISER FOR WAITING AREA

15. ONE 60 QUART MIXER WITH HOOK, BOWL, S-BLADE ATTACHMENT, SHREDDER DISC, DRIVER AND GRINDER HEAD WITH MEDIUM DISC.

16. ONE GLOBE AUTOMATIC SLICER WITH 10" OR 12" BLADE

17. ONE 200# ICE MAKER

18. ONE FOUNTAIN DRINK DISPENSER WITH FIVE HEADS FURNISHED BY COCA-COLA

19. ONE WOODEN COUNTER WITH STAINLESS STEEL TOP AND TRICOLOR TILE FRONT (IN SOME CASES WITH LIGHT IN FRONT COUNTER)

20. TWO CASIO CASH REGISTERS OR TEC CASH REGISTERS

21. ONE TELEPHONE SYSTEM WITH FOUR UNITS AND FOUR LINE ROTARY SYSTEM

22. ONE TWO-WELL KITCHEN SINK WITH FAUCET

23. ONE HAND SINK WITH FAUCET

24. ONE MOP SINK WITH FAUCET

25. ONE 40 GALLON WATER HEATER (IF REQUIRED) GAS FIRED

26. TWO 5' OR 6' STAINLESS STEEL WORK TABLES

27. TWO 3' STAINLESS STEEL WORK TABLES

28. TWO 16 PAN BUN CARRIER

29. 15" STAINLESS STEEL SHELVING AS NEEDED (IN SOME COUNTIES 32' IS NEEDED)

30. ONE TIME CLOCK WITH TIME CARD HOLDER

AMECI PIZZA AND PASTA, INC.
AMECI PIZZA KITCHEN®

EXHIBIT "I" TO OFFERING CIRCULAR

TELEPHONE LISTING AGREEMENT

TELEPHONE LISTING AGREEMENT

THIS AGREEMENT is made and entered into _______________, 20__, by and between Ameci Pizza and Pasta, Inc. (the "Franchisor"), and ______________________________ (the "Franchisee").

WHEREAS, the Franchisor is the franchisor of Ameci Pizza Kitchen® Restaurants and the licensor of the name "Ameci Pizza Kitchen®" and certain other trademarks, trade names, service marks, logos and commercial symbols (the "Marks"); and

WHEREAS, the Franchisor and the Franchisee have entered into a Franchise Agreement, dated the same date as this Agreement (the "Franchise Agreement") pursuant to which the Franchisee is granted the right to operate a franchised Ameci Pizza Kitchen® Restaurant (the "Ameci Pizza Kitchen® Restaurant" or the "Restaurant") and to use the Marks in telephone directory listings for the Franchisee's Ameci Pizza Kitchen® Restaurant; and

WHEREAS, the Franchisee is authorized to continue using the Marks until such time as the Franchise Agreement is terminated or expires.

NOW, THEREFORE, the Franchisor and the Franchisee hereby agree as follows:

1. The Franchisee is authorized to obtain telephone service for Franchisee's Ameci Pizza Kitchen® Restaurant. Such service will not be used in conjunction with any other business or residential telephone service.

2. The Franchisee is authorized and agrees to secure white pages, Yellow Pages and directory assistance listings for the Franchisee's Ameci Pizza Kitchen® Restaurant only in the name of "Ameci Pizza Kitchen®." No other names may be used in conjunction with the Restaurant and the Marks, and no additional listings may be used with the telephone number(s) assigned to the Restaurant, unless approved in writing in advance by the Franchisor.

3. All telephone directory listings, Yellow Pages display advertising, layout, and copy will be approved in advance in writing by the Franchisor, and the Franchisee agrees that it will not place any such copy unless the written approval of the Franchisor is attached. Placement of display advertising by the Franchisor or its advertising agency for the Franchisee through a national Yellow Pages service will constitute automatic approval.

4. The Franchisee agrees that the telephone numbers and telephone directory listings for the Ameci Pizza Kitchen® Restaurant will be considered to be the sole property of the Franchisor. The Franchisee acknowledges that the Franchisor has the absolute right and interest in all of the telephone numbers and telephone directory listings associated with the Marks, and the Franchisee hereby authorizes the Franchisor to direct the telephone company and all listing

agencies to transfer all of the Franchisee's telephone numbers and directory listings to the Franchisor or the Franchisor's assignee if the Franchise Agreement expires or is terminated for any reason whatsoever.

5. Upon the expiration or termination of the Franchise Agreement for any reason, the Franchisee agrees that it will immediately cease all use of such telephone numbers and telephone directory listings and that all such telephone numbers and telephone directory listings will remain the sole property of the Franchisor, subject to the Franchisor's obligation to pay all fees due therefore that become due and payable after the date of the cessation of the Franchisee's right to use the Marks and the telephone numbers and telephone directory listings associated with the Marks.

6. The Franchisee hereby releases and forever discharges the Franchisor and its successors or assigns and the telephone company from liability of any kind or character which results or may result directly or indirectly from the Franchisor's exercise of its rights hereunder or from the telephone company's cooperation with the Franchisor in effecting the terms of this Agreement.

7. The Franchisor will have the absolute right to notify the telephone company and all listing agencies of the termination or expiration of the Franchisee's right to use all telephone numbers and all classified and other directory listings under the "Ameci Pizza Kitchen®" name and to authorize the telephone company and all listing agencies to transfer to the Franchisor or its assignee all telephone numbers and directory listings of the Franchisee's Ameci Pizza Kitchen® Restaurant.

8. The telephone company and all listing agencies will have the right to accept this Agreement as evidence of the exclusive rights of the Franchisor to such telephone numbers and directory listings, and this Agreement will constitute the authority from the Franchisee for the telephone company and listing agency to transfer all such telephone numbers and directory listings to the Franchisor. The Franchisee will not make any claims or commence any action against the telephone company and the listing agencies for complying with this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

AMECI PIZZA AND PASTA, INC.	______________________________
By: ___________________________	By: ___________________________
Its:	Its:

AMECI PIZZA AND PASTA, INC.
AMECI PIZZA KITCHEN®

EXHIBIT "J" TO OFFERING CIRCULAR

AUTO DEBIT AGREEMENT

AUTO DEBIT AGREEMENT

AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENTS
(DIRECT DEBITS)

The undersigned depositor ("DEPOSITOR") hereby (1) authorizes AMECI PIZZA AND PASTA, INC. ("COMPANY") to initiate debit entries and/or credit correction entries to the Undersigned's checking and/or savings account indicated below; and (2) authorizes the depository designated below ("DEPOSITORY") to debit such account pursuant to COMPANY's instructions.

DEPOSITORY ____________________ Branch __________________________

City ____________________ State ________ Zip Code _____________

Bank Transit/ABA Number _______________ Account Number ____________

This authority is to remain in full force and effect until DEPOSITORY has received joint written notification from COMPANY and DEPOSITOR of the DEPOSITOR's termination of such authority in such time and in such manner as to afford DEPOSITORY a reasonable opportunity to act on it. Notwithstanding the foregoing, DEPOSITORY shall provide COMPANY and DEPOSITOR with thirty (30) days' prior written notice of the termination of this authority.

If an erroneous debit entry is initiated to DEPOSITOR's account, DEPOSITOR shall have the right to have the amount of such entry credited to such account by DEPOSITORY, if (a) within fifteen (15) calendar days following the date on which DEPOSITORY sent to DEPOSITOR a statement of account or a written notice pertaining to such entry or (b) forty-five (45) days after posting, whichever occurs first, DEPOSITOR shall have sent to DEPOSITORY a written notice identifying such entry, stating that such entry was in error and requesting DEPOSITORY to credit the amount thereof to such account. These rights are in addition to any rights DEPOSITOR may have under federal and state banking laws.

DEPOSITOR: ____________________	DEPOSITORY: ____________________
By: ____________________________	By: ____________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

23a.

RECEIPT

THIS DISCLOSURE DOCUMENT SUMMARIZES PROVISIONS OF THE AMECI PIZZA KITCHEN® FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

IF AMECI OFFERS YOU AN AMECI PIZZA KITCHEN® FRANCHISE, IT MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU 14 CALENDAR-DAYS BEFORE YOU SIGN A BINDING AGREEMENT WITH, OR MAKE A PAYMENT TO, THE FRANCHISOR OR AN AFFILIATE IN CONNECTION WITH THE PROPOSED FRANCHISE SALE OR SOONER IF REQUIRED BY APPLICABLE STATE LAW.

IF AMECI DOES NOT DELIVER THIS DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL LAW AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND THE APPROPRIATE STATE AGENCY LISTED IN EXHIBIT "E".

To reach the authorized Seller of the franchise, please contact: Nicola Andrisano, 6603 "B" Independence Ave., Canoga Park, California 91303, Telephone: (818) 712-0110.

AMECI authorizes the respective state agencies identified on Exhibit "E" to receive service of process for AMECI in the particular state. I have received a Uniform Franchise Disclosure Document issued ____________, 20__. This Disclosure Document included the following Exhibits:

EXHIBIT A -	FINANCIAL STATEMENTS	EXHIBIT F -	LIST OF STATE REGULATIONS
EXHIBIT B -	FRANCHISE AGREEMENT with Exhibits	EXHIBIT G -	TABLE OF CONTENTS -- OPERATIONS MANUAL
EXHIBIT C -	RESTAURANT DEVELOPMENT AGREEMENT	EXHIBIT H -	EQUIPMENT LIST
		EXHIBIT I -	TELEPHONE LISTING AGREEMENT
EXHIBIT D -	CONSENT OF SPOUSE		
EXHIBIT E -	LIST OF STATE AGENCIES/ AGENTS FOR SERVICE OF PROCESS	EXHIBIT J -	AUTO DEBIT AGREEMENT

Date: ____________________

Individually and/or as an officer or partner of:

____

A ____________________ Corporation
By: ____________________
Title: ____________________

____

A ____________________ (general/limited) Partnership

By: ____________________
General Partner

(FRANCHISOR'S COPY)

23b.

RECEIPT

THIS DISCLOSURE DOCUMENT SUMMARIZES PROVISIONS OF THE AMECI PIZZA KITCHEN® FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

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Date:

____
Individually and/or as an officer or partner of:

____

A ______________________ Corporation
By: ______________________
Title: ______________________

____
A ______________ (general/limited) Partnership

By: ______________________
General Partner

(FRANCHISEE'S COPY)