FRANCHISE DISCLOSURE DOCUMENT

Blaze Pizza, LLC
A California Limited Liability Company
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Blaze Pizza restaurants feature build-your-own, artisan style pizzas that are made to order and related food and drink items ("Restaurants" or "Blaze Pizza Restaurants"). We also offer Blaze Pizza Restaurants in non-traditional locations ("Non-Traditional Restaurants") as defined in this disclosure document. We offer area development franchises ("Area Development Franchises") for the rights to open multiple Restaurants in a designated area. Area developers sign individual franchise agreements for each Restaurant. We primarily offer Area Development Franchises but we may offer single Restaurant franchises in certain situations (such as Non-Traditional Restaurants).

The total investment necessary to begin operation of a Blaze Pizza Restaurant franchised business is between $545,500 and $1,145,500. This includes $21,540 to $31,540 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of a Blaze Pizza Area Development franchised business ranges from $552,000 and $1,205,000. This includes $26,540 to $76,540 that must be paid to the franchisor or its affiliate(s). The total investment necessary for an Area Development franchised business includes the investment necessary to begin operation of one Restaurant, plus a development fee of $5,000 multiplied by the number of Restaurants (excluding the first Restaurant) which you must open. The high estimate includes the development fee if you elect to open ten Restaurants.

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**.

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosure in different formats, contact our Franchise Development Department at 35 N. Lake Avenue Suite 710, Pasadena California 91101.

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 an attorney 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's 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.

Issuance Date: April 27, 2019, as amended September 24, 2019

STATE COVER PAGE

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 administrators listed in Exhibit A for information about the franchisor, about other franchisors, 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 AND AREA DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY LITIGATION/ARBITRATION/MEDIATION ONLY IN CALIFORNIA. OUT-OF-STATE LITIGATION/ ARBITRATION/ MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE/ ARBITRATE /MEDIATE WITH US IN CALIFORNIA THAN IN YOUR OWN STATE.

2. YOU WILL NOT RECEIVE AN EXCLUSIVE TERRITORY.

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Dates: See next page for state effective dates.

STATE EFFECTIVE DATES

The following states require the disclosure document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This disclosure document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

Effective Dates for States Requiring Registration and Notice Filings:

STATE	EFFECTIVE DATE
CALIFORNIA	PENDING
HAWAII	PENDING
ILLINOIS	PENDING
INDIANA	June 20, 2019
MARYLAND	PENDING
MICHIGAN	May 2, 2019
MINNESOTA	PENDING
NEW YORK	PENDING
NORTH DAKOTA	PENDING
RHODE ISLAND	PENDING
SOUTH DAKOTA	April 30, 2019
VIRGINIA	PENDING
WASHINGTON	PENDING
WISCONSIN	PENDING

The State of Michigan requires us to include the following notice in the Disclosure Document:

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, Telephone (517) 373-7117.

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

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ITEM 1
THE FRANCHISOR, AND ANY PARENT, PREDECESSORS AND AFFILIATES

To simplify the language in this disclosure document, "we," "us" or "BP" means Blaze Pizza, LLC, the franchisor. "You" means the individual, corporation, partnership, limited liability company, or other entity who buys the franchise. If the franchisee will operate through a corporation, partnership, limited liability company or other entity, "you" also includes the franchisee's owners or partners.

The Franchisor

We are a California limited liability company organized on October 28, 2011 (formerly known as PYR Pizza, LLC). Our principal business address is 35 N. Lake Avenue, Suite 710, Pasadena, California 91101. We conduct business under the name Blaze Pizza and Blaze Pizza, LLC. We began offering franchises for Blaze Pizza Restaurants ("Franchise(s)") in May 2012. We have not previously operated or offered franchises in any line of business.

Our agent for service of process in California is Amanda Shaw. The principal business address of our agent of service of process is 35 N. Lake Avenue, Suite 710, Pasadena, California 91101. Our agents for service of process for other states are identified by state in Exhibit A. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

Parents, Predecessors and Affiliates

We have one parent entity, Blaze Pizza Holdings, LLC, a Delaware limited liability company ("Holdings"). Holdings does not and has not offered franchises. Holdings shares our principal business address. Our affiliate Blaze Pizza Operations, LLC ("Operations") is a Delaware limited liability company that owns and operates five Blaze Pizza Restaurants. Operations does not offer franchises in any line of business or provide products or services to franchisees. Our affiliate Blaze Pizza International, LLC ("International") is a Delaware limited liability company that offers Blaze Pizza Restaurants in the Middle East and Europe and has done so since 2018. International does not offer franchises in any other line of business or provide products or services to franchisees. Our affiliates share our principal address. Except as described above, we have no parents, predecessors or affiliates that must be disclosed in this Item.

The Franchise

Blaze Pizza franchisees operate restaurants serving build-your-own, artisan style pizzas from an assembly-line where customers choose a predetermined pizza or build their own from up to 40 ingredients that are on display. Blaze Pizza pizzas are "fast-fired" in an open hearth oven in just a few minutes. The Restaurants will most likely be located in retail strip malls, dense urban areas, regional shopping centers and entertainment and travel centers. The Restaurants will have both carryout and eat-in customers and will offer online ordering. With few exceptions, the Restaurants will be open year round, closing only on selected holidays. In certain locations we may authorize you to offer beer and wine.

Blaze Pizza Restaurants operate from an approved retail location ("Premises") under our system, which includes, among other things, distinctive recipes, preparation techniques, product specifications, signs, trade secrets and other confidential information, architectural designs, trade dress, layout plans, uniforms, equipment specifications, inventory and marketing techniques ("System").

Blaze Pizza area developers ("Area Developers") obtain the right to build a mutually agreed upon number of Blaze Pizza Restaurants in a specified development area ("Development Area") in accordance with a specified development schedule ("Development Schedule"). The Development Area will be established based on the consumer demographics of the area, the geographical area, city, county and other boundaries. Area Developers must sign our area development agreement attached to this Franchise Disclosure Document as Exhibit D ("Area Development Agreement"). Area Developers must also sign a franchise agreement for the first Blaze Pizza Restaurant at the same time as the Area Development Agreement.

While we primarily offer Area Development Franchises and individual Franchises to our Area Developers, we may, under certain circumstances offer single Restaurant Franchises. Area Developers and franchisees will sign a separate franchise agreement for each Restaurant on the then-current form used by us at the time that may be different from the form of franchise agreement in this offering. Our standard franchise agreement is attached to this Franchise Disclosure Document as Exhibit C ("Franchise Agreement").

If your Blaze Pizza Restaurant is located in a "Non-Traditional Venue", it will be referred to as a "Non-Traditional Restaurant." A "Non-Traditional Venue" is a facility operated under the Blaze Pizza trademarks located within another primary business or in conjunction with other businesses or at institutional settings, including toll roads, train stations, amusement parks, and all properties controlled by the amusement park, travel stations, hotels and motels, ships, ports, piers, casinos, stadiums, airports, theatres, big box retailers, building supply stores, warehouse club stores, colleges and universities, schools, hospitals, military and other governmental facilities, office or in-plant food service facilities, shopping mall food courts operated by a master concessionaire, grocery stores, outlet malls, supermarkets and convenience stores and any site for which the lessor, owner or operator shall have indicated its intent to prefer or limit the operation of its food service facilities to a master concessionaire or contract food service provider. Franchisees wishing to operate Non-Traditional Restaurant Franchises will sign a master franchise agreement. Our standard master franchise agreement for non-traditional locations is attached as Exhibit E ("MFA"). You will be required to sign a non-traditional restaurant rider to the MFA for each Non-Traditional Restaurant we allow you to operate under the MFA, including the first Non-Traditional Restaurant ("MFA Rider"). The MFA Rider is attached to the MFA as Attachment C. We reserve the right in our sole discretion to open additional Non-Traditional Restaurants under the MFA and may require that you sign our then-current MFA prior to approving any Non-Traditional Restaurant. Non-Traditional Restaurants may share their premises with other businesses, within a host facility, and may provide limited menu items and limited or no delivery. Typically, you will sign a lease with the host facility.

Unless otherwise stated, any reference in this Franchise Disclosure Document to "you" or "franchisee" includes you both as an Area Developer under an Area Development Agreement and as a franchisee under either a Franchise Agreement or under a Master Franchise Agreement for Non-Traditional Restaurants.

A "Traditional Restaurant" is a business premises that exists primarily as a Restaurant, at other than a Non-Traditional Venue. A Traditional Restaurant may also have other types of BP approved co-branded businesses located in it with the Restaurant as the primary business. Unless otherwise stated, Non-Traditional Restaurants and Traditional Restaurants are referred to collectively with "Restaurants" and "Blaze Pizza Restaurants" in this Franchise Disclosure Document.

Market and Competition

The primary market for the goods and services offered by the Blaze Pizza Restaurants is the general public. The goods and services offered by Blaze Pizza Restaurants are not seasonal. The restaurant market, as a whole, is well-developed and highly competitive, and includes retail units, mobile food trucks, and kiosks selling various types of food. You may have to compete with numerous other independent and chain-affiliated restaurants, some of which may be franchised. Many restaurant franchise systems, in particular, have already established national and international brand recognition.

Industry-Specific Laws

Many states and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of your Blaze Pizza Restaurant, including those which: (a) establish general standards, specifications and requirements for the construction, design and maintenance of your Restaurant; (b) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements; employee practices concerning the storage, handling, and preparation of food; restrictions on smoking and exposure to tobacco smoke or other carcinogens or reproductive toxicants and saccharin; availability of and requirements for public accommodations, including restrooms; (c) set standards pertaining to employee health and safety; (d) set standards and requirements for fire safety and general emergency preparedness; (e) govern the use of vending machines; (f) regulate the proper use, storage and disposal of waste, insecticides and other hazardous materials; (g) establish general requirements or restrictions on menu guidelines and on advertising containing false or misleading claims, or health and nutrient claims on menus or otherwise, such as "low calorie" or "fat free;" and (h) establish requirements concerning withholdings and employee reporting of taxes on tips. You will need to obtain a liquor license for the operation of the restaurant that allows for the service of beer, wine and spirits on-premise. It is incumbent upon you to be familiar with the procedures, difficulty and cost associated with obtaining a license to sell liquor, the restrictions placed on the manner in which liquor may be sold, and the potential liability imposed by dram shop laws involving injuries, directly and indirectly, related to the sale of liquor and its consumption.

Many local or state jurisdictions require food service permits for those preparing, handling and serving food to the public. You and your employees may be required to pass a test or other certification process to obtain these permits. There may also be local ordinances and regulations governing food storage, preparation and serving.

You alone are responsible for investigating and complying with all applicable laws and regulations despite any advice or information that we may give you. You should consult with a legal advisor about whether these and/or other requirements apply to your Blaze Pizza Restaurant. Failing to comply with laws and regulations is a material breach of the Franchise Agreement.

ITEM 2
BUSINESS EXPERIENCE

Chief Culinary Officer: Bradford Kent

Bradford Kent has been our Chief Culinary Officer in Pasadena, California since May 2018. Prior to this, Mr. Kent was our Executive Chef in Pasadena, California from February 2012 to April 2018. Mr. Kent also operates his own restaurant called Olio Pizzeria & Café in Los Angeles, California and has done so since December 2010. Mr. Kent has operated Farmers Market Pizza in Los Angeles, California, a mobile pizza catering business and has acted as a pizza consultant since January 2007.

Chief Development Officer and President, International: Carolyne Canady

Carolyne Canady has been our President, International in Pasadena, California since August 2017 and our Chief Development Officer in Pasadena, California since March 2014. Prior to this, Ms. Canady was our Senior Vice President from March 2013 to March 2014.

Chief Financial Officer and Interim CEO: Amanda Shaw

Amanda Shaw has been our Chief Financial Officer and Interim CEO in Pasadena, California since August 2019. Previously, Ms. Shaw served as our Chief Financial Officer in Pasadena, California since January 2018. Prior to this, Ms. Shaw served in various roles at Bloomin' Brands, Inc. in Tampa, Florida including Senior Vice President, Internal Finance (CFO and CAO) from September 2014 to October 2015, and Senior Vice President, Technology (Global CIO and CAO) from August 2013 to September 2014.

Chief Restaurant Officer and Executive Vice President of Operations and Training: Jim Bitticks

Jim Bitticks has been our Chief Restaurant Officer and Executive Vice President of Operations and Training in Pasadena, California since May 2018. Prior to this, Mr. Bitticks was our Executive Vice President of Operations and Training from March 2016 to April 2018. Prior to this, Mr. Bitticks was our Vice President of Operations and Training from March 2013 to March 2016.

Senior Vice President of Franchise Development: Robert Kluger

Robert Kluger has been our Senior Vice President of Franchise Development in Pasadena, California since April 2017. Prior to this, Mr. Kluger was our Vice President Real Estate in Pasadena, California from October 2016 to April 2017. Prior to joining us, Mr. Kluger was the Senior Manager of Franchise Development for Panera Bread, LLC, a fast casual restaurant brand located in St. Louis, Missouri from March 2010 to September 2016.

General Manager, Digital Growth Division: Daniela Simpson

Daniela Simpson has served as our General Manager, Digital Growth Division in Pasadena, California since February 2019. Prior to this, Ms. Simpson served in various roles at Nestle USA in Glendale, California including General Manager, Sweets and Fruit Snacks Division, from June 2018 to February 2019, Director of Marketing from January 2016 to June 2018, and Portfolio Manager from August 2013 to December 2015.

Vice President of Design and Construction: Juliana Strieff

Juliana Strieff has been our Vice President of Design and Construction in Pasadena, California since September 2019. Prior to this, Ms. Strieff served in various roles at McDonald's in Chicago, Illinois including Creative Design Lead – Global Design Innovation from April 2017 to August 2019, Retail Brand Design Manager & Lead Architect from August 2015 to March 2017, and Retail Design Architect in Oak Brook, Illinois from September 2013 to July 2015.

Co-Founder and Chairman: Richard M. Wetzel

Richard M. Wetzel is our Co-Founder and has been our Chairman in Pasadena, California since August 2017. Mr. Wetzel was our Chairman and Co-CEO since our inception in October 2011. Mr. Wetzel is also one of the founders of Wetzel's Pretzels, LLC, and a franchisor of WETZEL'S PRETZELS® bakeries in Pasadena, California since April 1994. Mr. Wetzel also serves as a Board Member of Wetzel's Pretzels, LLC, and has done so since September 2016.

Co-Founder and Chief Brand Officer: Elise C. Wetzel

Elise C. Wetzel is our Co-Founder and has been our Chief Brand Officer in Pasadena, California since August 2017. Ms. Wetzel was our Co-CEO since our inception in October 2011.

Director: Eric Rosenfeld

Eric Rosenfeld has been a director in Pasadena, California since March 2012. Mr. Rosenfeld is also the Chairman and Chief Executive Officer of Crescendo Partners, an investment management firm in New York, New York, and has been so since November 1998. Mr. Rosenfeld is also the Chairman and CEO of Trio Acquisition Corp. in New York, New York and has been so since February 2011. Additionally, Mr. Rosenfeld has been a Director of the following companies: CPI Aerostructures, an aerospace parts company in Long Island, New York since January 2005, and Cott Corp., a private label beverage company in Tampa, Florida since November 2008. From July 2008 to May 2014, Mr. Rosenfeld was a director at Primoris Corp., a specialty contractor company in Dallas, Texas.

Director: John Davis

John Davis has been a director in Pasadena, California since April 2012. Mr. Davis is also the Chairman of Davis Entertainment, a movie production company in Los Angeles, California and has been so since June 1987. Mr. Davis is also a Managing Partner at DTV, a television station in Los Angeles, California and has been so since November 2005.

Director: William L. Phelps

William L. Phelps has been a director in Pasadena, California since our inception in October 2011. Mr. Phelps is also one of the founders and is Chief Executive Officer of Wetzel's Pretzels, LLC in Pasadena, California and has been so since January 2007. Mr. Phelps also serves as Chairman of the board for Wetzel's Pretzels, LLC and has been since it was organized on August 7, 1995. Mr. Phelps also serves as Chief Executive Officer for Dave's Hot Chicken Franchise Co., LLC in Pasadena, California since its inception in December 2018.

Director: Greg Dollarhyde

Greg Dollarhyde has been a Director since August 2017 in Pasadena, California. Mr. Dollarhyde is also an Executive Chairman of Zoe's Kitchen since October 2007 in Dallas, Texas and a Director of The Veggie Grill in Los Angeles, California since April 2011.

Director: William Barnum, Jr.

William Barnum, Jr. has been a Director since August 2017 in Pasadena, California. Mr. Barnum is a General Partner with Brentwood Associates in Los Angeles, and has been so since June 1986. Mr. Barnum also serves as a Director of Lazy Dog Restaurants in Huntington Beach, California since July 2013, a Director of Veggie Grill in Los Angeles, California since January 2013, a Director of

Excelligence Learning Center in Monterey, California since December 2014 and a Director at the Teaching Company in Chantilly, Virginia since September 2006.

Director: Rahul Aggarwal

Rahul Aggarwal has been a Director since August 2017 in Pasadena, California. Mr. Aggarwal is a General Partner with Brentwood Associates in Los Angeles, California since December 2014 and has been with Brentwood Associates since July 1999. Mr. Aggarwal also serves as a Director of Lazy Dog Restaurants in Huntington Beach, California since July 2013, a Director of Veggie Grill in Los Angeles, California since January 2013, a Director of Pacific Catch in San Francisco, California since April 2016 and a Director of Marshall Retail Group in Las Vegas, Nevada since August 2014.

ITEM 3
LITIGATION

Other than the actions described below, there is no litigation that must be disclosed in this Item.

Pending Actions

Zebrasky v. Blaze Pizza, LLC and Doe Defendants 1-20, Case No. 19CV00838 (Santa Barbara County, California Superior Court, filed February 13, 2019 (Class Action)

On February 13, 2019, Marc Zebransky, individually and on behalf of all persons similarly situated ("Plaintiff"), filed a class action complaint against BP, alleging that BP and certain California franchisees failed to redeem gift cards with a balance of less than $10 in violation of California's Gift Card Law, that the failure to redeem gift cards with a balance of less than $10 for cash constituted deceptive trade practices in violation of California's Consumers Legal Remedies Act, violations of California's Unfair Competition Laws and California's False Advertising Laws. Plaintiff seeks class action certification, injunctive relief requiring that Blaze Pizza's California corporate and franchise locations each be required to redeem gift cards valued at less than $10 for cash, that BP and its California franchisees post notices in all California Blaze Pizza corporate and franchise locations to consumers concerning their ability to redeem gift cards valued at less than $10 for cash, that BP train and post notices to all corporate and franchised Blaze Pizza restaurant employees concerning the redemption of gift cards valued at less than $10 for cash, distribution of monies recovered be paid to consumers and for its attorney fees and costs and other unspecified relief. Plaintiff and BP have entered into an agreed settlement that was submitted to the court for approval in August. Under the proposed agreed settlement, BP has denied all allegations of wrongdoing and class certification but has proposed to pay Plaintiff $1,500 plus $67,000 in attorney fees and issue up to 3,143 consumer egift cards to California residents valued at $10, complete employee training, post notices and implement procedures at all California corporate and franchise restaurants to ensure that gift cards valued under $10 are able to be redeemed for cash. As of the amendment date of this Franchise Disclosure Document, the proposed agreed settlement is subject to court approval and the case is pending.

Concluded Actions

Cramer v. Wetzel's Pretzels, et. al., Case no. BC 422797 (Los Angeles, California Superior Court, filed September 29, 2009).

In a matter not related to Blaze Pizza, a Wetzel's Pretzels, LLC franchisee filed suit against Wetzel's Pretzels, LLC, William Phelps (one of our directors), and other Wetzel's employees alleging breach of contract, breach of implied covenant of good faith and fair dealing, unfair business practices, defamation and intentional interference with contract, alleging that Wetzel's Pretzels, LLC did not approve new products he proposed, and did not disclose to him the opposition of the landlord for the premises to his operations. The Superior Court granted Wetzel's Pretzels, LLC motion to stay the litigation and the United States District Court for the Central District of California granted Wetzel's Pretzels, LLC Petition to Compel Arbitration on March 2, 2010 (Wetzel's Pretzels v. Cramer, et. al., (C.D. CA. CV10-00100 VBF). On March 26, 2010, the case settled for a payment by Wetzel's Pretzels, LLC of $85,000 (plus the right to purchase equipment and signage for an additional $10,000).

ITEM 4
BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Franchise Agreement

The "Initial Franchise Fee" for a Traditional Restaurant is $30,000. If you are opening additional Traditional Restaurants and you or one of your managers is certified as a new restaurant opening leader ("BSCNROL" certification is described in Item 6 below), you will pay a reduced initial franchise fee of $20,000 for each subsequent Traditional Restaurant for so long as you have a BSCNROL manager on staff throughout the opening of the Traditional Restaurant.

The Initial Franchise Fee is payment for all of our pre-opening assistance that we provide to allow you to open your Traditional Restaurant. The Initial Franchise Fee is non-refundable, uniform, payable in a lump-sum (unless you are signing a franchise agreement pursuant to an earlier form of area development agreement that provides for a different initial franchise fee), and, unless you are signing a Franchise Agreement under an Area Development Agreement, payable when you sign each Franchise Agreement (see Area Development Agreement section below for Initial Franchise Fee payment schedule for Traditional Restaurants opened under an Area Development Agreement). During our last fiscal year, which ended December 30, 2018, we collected Initial Franchise Fees ranging from $20,000 to $30,000.

If you do not have a BSCNROL manager for the opening of your sixth or higher Traditional Restaurant, in addition to paying the full Initial Franchise Fee of $30,000 for each subsequent Traditional Restaurant, you will be required to pay a new restaurant training fee of $5,000 per Traditional Restaurant. This fee will be due prior to the start of the initial training, is uniform and non-refundable. If you lose your BSCNROL manager prior to the opening of your subsequent Traditional Restaurants, you will be required to pay $10,000 (which is the difference between the Initial Franchisee Fee and the discounted Initial Franchise Fee) prior to the initial training for the subsequent Traditional Restaurants.

Training Software License and Tablet Lease Fee

Prior to opening, the Restaurant you must lease two tablet computers ("Training Tablets") from us for each Restaurant you open. The Training Tablets will have our proprietary recipes and training software. You must pay a $500 one-time setup fee prior to opening the Restaurant and a tablet lease fee of $90 per month for the tablets.

Area Development Agreement

The development fee ("Development Fee") is equal to the Initial Franchise Fee for your first Franchise Agreement ($30,000) plus $5,000 multiplied by the number of Blaze Pizza Traditional Restaurants (excluding the first Traditional Restaurant) to be developed under the Area Development Agreement. We will credit a portion of the Development Fee against the Initial Franchise Fee ($5,000 for the second and each subsequent franchise agreement) until the Development Fee is exhausted.

If you are signing a Franchise Agreement under an Area Development Agreement, the Initial Franchise Fee is payable as follows:

	First Payment	Due Date	Last Payment	Due Date
First Traditional Restaurant	$30,000	When you sign the Franchise Agreement	N/A	N/A
Traditional Restaurants opened with a BSCNROL	$10,000	Within 30 days of acceptance of the site for the Traditional Restaurant	$5,000	Prior to the start date for the construction of the Traditional Restaurant
Traditional Restaurants opened without a BSCNROL	$15,000	Within 30 days of acceptance of the site for the Traditional Restaurant	$10,000	Prior to the start date for the construction of the Traditional Restaurant

The amounts listed in the table above include the Development Fee credit of $5,000 per Traditional Restaurant (excluding the first Traditional Restaurant) paid with the Development Fee. The amounts listed in this table are the additional amounts due for each additional Traditional Restaurant opened under the Area Development Agreement. You will be required to sign franchise agreements for the additional Traditional Restaurants upon the earlier of the submittal of a site for acceptance or 180 days before the development obligation date for that Traditional Restaurant.

The Development Fee is uniformly calculated, payable when you sign your Area Development Agreement and is non-refundable under any circumstances, even if you fail to open any Blaze Pizza Traditional Restaurants.

Non-Traditional Restaurant

If you qualify to open a Non-Traditional Restaurant, you will sign the MFA and MFA Rider for your first Non-Traditional Restaurant and pay us the master franchise fee ("Master Franchise Fee"). The Master Franchise Fee is $30,000. You will sign an additional MFA Rider for each Non-Traditional Restaurant we allow you to develop under the MFA and pay us our then-current fee for additional Non-Traditional Restaurants ("Additional Restaurant Fee"), which is currently $30,000. You are not required to pay us the Additional Restaurant Fee for the first Non-Traditional Restaurant developed under the MFA. There is no territory or schedule for development under the MFA but we may refuse to allow you to open additional Non-Traditional Restaurants under the MFA or require that you sign our then-current form MFA in our sole discretion. If we require you to sign our then-current form of MFA, you will not be required to pay us an additional Master Franchise Fee, but you will be required to pay us the Additional Restaurant Fee.

The Master Franchise Fee is uniformly calculated, payable when you sign your MFA and is non-refundable under any circumstances, even if you fail to open any Blaze Pizza Non-Traditional

Restaurants. The Additional Restaurant Fee is uniformly calculated, payable when you sign a MFA Rider for each additional Non-Traditional Restaurant you develop under the MFA beyond your first Non-Traditional Restaurant and is non-refundable under any circumstances, even if you fail to open the Non-Traditional Restaurant to which it relates.

Financial Assurances

Some states have imposed financial assurance requirements on the franchisor. Please refer to the Addendum in Exhibit G to the Franchise Disclosure Document.

ITEM 6
OTHER FEES

Type of Fee(1)	Amount	Due Date	Remarks
Continuing Royalty(2)	5% of Gross Sales	Due on Wednesday of each week	The "Continuing Royalty" is based on "Gross Sales" during the previous week. Payments are made via an electronic funds transfer ("EFT"). Your Royalty is an ongoing payment that allows you to use the Blaze Pizza trademarks and the intellectual property of the System and pays for our ongoing support and assistance.
Creative Fund Contribution(2)	2% of weekly Gross Sales	Same as Continuing Royalty	You must contribute 2% of your Gross Sales to our system-wide "Creative Fund" for our use in developing and building the Blaze Pizza brand ("Creative Fund Contribution"). We reserve the right to increase or otherwise modify the Creative Fund Contribution to up to 4% for Traditional Restaurants upon 30 days' written notice to you after approval by a majority vote of all then-current Blaze Pizza Traditional Restaurants that are eligible to vote. We will not increase the Creative Fund Contribution for Non-Traditional Restaurants operated under the MFA beyond 2% of Gross Sales.
Training Software License and Tablet Lease Fee	$500 one-time setup fee; Currently $90 per month	Same as Continuing Royalty	You must lease two Training Tablets computers from us for each Restaurant. The Training Tablets will have our proprietary recipes and training software. This fee covers the lease of the hardware and the license to the software. This fee may increase, based on our costs of obtaining the Training Tablets and software licenses. Item 11 provides more information on the Training Tablets.

Type of Fee[1]	Amount	Due Date	Remarks
Blaze Pizza Certification Training[3]	No charge for initial certifications; our then-current fees for additional certifications or re-certifications (currently $1,000 per person per week plus expenses)	Prior to beginning of training	We will provide one certification at no charge for the Restaurant manager training certification, new restaurant opening leader certification, training facility certification and "Operating Principal," "Director of Operations" and "Multi-Unit Supervisors" (which are defined in Item 15). See Note 4 for more information.
Additional Training or Assistance[4]	Our then-current charge (currently $500 to $1,000 per week)	Prior to beginning of training	We may charge you for training additional persons, replacement personnel, newly-hired personnel, refresher training courses, advanced training courses, and additional or special assistance or training you need or request. The fee amount will depend on the training required and experience level of the trainer.
Registration for Annual Convention	Between $250 and $500 per attendee	Payable 30 days after written notice to you unless otherwise specified by us in writing	We may charge a per person attendance fee for our annual convention at which attendance is mandatory by you, or your operating principal or other principal acceptable to us.
Transfer Fee[5] [6]	50% of our then-current initial franchise fee per Traditional Restaurant	$1,000 non-refundable deposit at time of transfer application submittal, and the remaining balance of fee at time of approved transfer	Payable when you transfer your Franchise or upon any "Assignment" as defined in the Franchise Agreement or MFA. Unless we approve otherwise, in our sole discretion, you will not be able to transfer single Traditional Restaurants or franchise agreements for unopened Traditional Restaurants under the Area Development Agreement as explained in Note 5 below.
Transfer to Entity	Our actual costs	Upon demand	If you are transferring the Franchise Agreement or MFA to an entity that you control, you will not be required to pay a transfer fee but you must pay our actual costs.
Securities Offering Fee (Area Development Franchises Only)	The greater of a: (a) non-refundable fee equal to 50% of our then-current initial franchise fee or master franchise fee, as applicable; or (b) our reasonable costs and expenses associated with reviewing the proposed offering	Due when you ask us to review a proposed securities offering	If you plan to offer securities by private offering, you must obtain our approval. You must submit all documents we reasonably request and pay this fee.
Renewal Fee[6]	50% of our then-current initial franchise fee or master franchise fee, as applicable	Upon signing a successor franchise agreement	Payable if you qualify to renew your Franchise Agreement and choose to enter into a successor franchise agreement.
Relocation Fee	50% of our then-current initial franchise fee or additional restaurant fee, as applicable	Upon signing a successor franchise agreement	Payable if we permit you to relocate your Blaze Pizza Restaurant.

Type of Fee[1]	Amount	Due Date	Remarks
Late Fee	$100 per occurrence, plus lesser of the daily equivalent of 12% per year simple interest or the highest rate allowed by law ("Interest")	As incurred	Payable if any payment due to us or our affiliates is not made by the due date. Interest accrues from the original due date until payment is received in full.
Management Fee[7]	$500 per day per representative, plus expenses	As incurred	Payable if we or our affiliate manages the Franchise after you materially breach the Franchise Agreement, or upon your, your Operating Principal's or Restaurant manager's absence, termination, death, or disability.
Reputation Management Fee	Actual costs, currently $38 per month per Restaurant	As incurred	We will collect this fee from you and pay our vendor to manage online reviews for your Restaurant.
Mobile Application Fee	Actual costs, currently $120 per month per Restaurant	As incurred	We will collect this fee from you and pay our vendor for our mobile application programs which include online ordering at your Traditional Restaurant.
Audit Expenses	Cost of audit and inspection, any understated amounts plus Interest, and any related accounting and legal expenses	On demand	You will be required to pay this if an audit reveals that you understated your weekly Gross Sales by more than 2%.
Non-Sufficient Funds Fee	$50 per occurrence	As incurred	Payable if any check or EFT payment is not successful due to insufficient funds, stop payment, or any similar event.
Insurance	Reimbursement of our costs plus a 20% administration charge	On demand	If you fail to obtain insurance, we may obtain insurance for you and you must reimburse us for the cost of insurance obtained plus 20% of the premium for an administrative cost of obtaining the insurance.
Site Review and Evaluation Fee	Actual Costs	As incurred	We typically review up to three sites for each Restaurant at no charge. We may charge you this fee, in our sole discretion, if you are required to submit more than three sites.
Food Safety Inspection	Cost of inspection (estimated to be approximately $400)	As incurred	If you fail a food safety audit, we will require you to undergo an additional food safety inspection. You will pay us directly upon invoicing. This fee is uniformly imposed and is not refundable under any circumstances.
Rescheduling Expenses	Actual Costs	As incurred	You must reimburse us for costs and expenses incurred if pre-opening training and review is delayed or accelerated by more than two days.
Supplier and Product Evaluation Fee	Costs of inspection (estimated to be approximately $100 to $500)	As incurred	We may charge a fee if we inspect a new product, service or proposed supplier nominated by you.

Type of Fee[(1)]	Amount	Due Date	Remarks
Legal Costs and Professional Fees	Will vary under circumstances	As incurred	You will be required to reimburse us for any legal or accounting fees that we incur as a result of any breach or termination of your Franchise Agreement. You must reimburse us if we are required to incur any expenses in enforcing our rights against you under the Franchise Agreement.
Indemnification	Will vary under circumstances	As incurred	You must indemnify and reimburse us for any expenses or losses that we or our representatives incur related in any way to your Blaze Pizza Restaurant or Franchise.
Broker Fees	Our actual cost of the brokerage commissions, finder's fees, or similar charges	As incurred	If you transfer your Blaze Pizza Business to a third party or purchaser, you must reimburse all of our actual costs for commissions, finder's fees and similar charges.

Notes:

1. Fees. All fees paid to us or our affiliates are uniform and not refundable under any circumstances once paid. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. We currently require you to pay fees and other amounts due to us or our affiliates via EFT or other similar means. You are required to complete the EFT authorization (in the form attached to this Franchise Disclosure Document as Exhibit I). We can require an alternative payment method or payment frequency for any fees or amounts owed to us or our affiliates under the Franchise Agreement. If you enter into an Area Development Agreement to operate multiple Blaze Pizza Restaurants, the fees indicated in the chart above are the fees charged and/or incurred for each Blaze Pizza Restaurant. All fees are current as of the Issuance Date of this Franchise Disclosure Document. Certain fees that we have indicated may increase over the term of the Franchise Agreement.

2. Gross Sales. "Gross Sales" includes all revenues received or receivable by you as payment, whether in cash or for credit or barter, or other means of exchange (and, if for credit or barter, whether or not payment is received), on account of any and all goods, merchandise, services or products sold in or from your Restaurant, or which are promoted or sold under any of the trademarks or by using the System. Gross Sales excludes: (i) sales taxes, value added or other tax, excise or duty charged to customers, based on sales at or from your Restaurant; (ii) tips, gratuities or service charges paid directly by customers to your employees or paid to you and promptly turned over to your employees in lieu of direct tips or gratuities; and (iii) proceeds from isolated sales of equipment and trade fixtures which are not part of your products and services offered for resale at your Restaurant nor having any material effect upon the ongoing operation of your Restaurant. For items sold pursuant to coupons or other discounts (which we must approve), Gross Sales also excludes the amount discounted from the purchase price of such item and from sales of prepaid gift cards and certificates, but franchisees must pay Continuing Royalties and Creative Fund Contributions on sales from the redemption of gift cards and/or certificates at their Restaurant(s).

3. Blaze Pizza Certification Training. We currently offer four types of Blaze Standards Certifications ("BSC"): (1) BSC franchise training restaurant ("BSCFTR"); (2) BSC new restaurant opening leader ("BSCNROL"); (3) BSC restaurant manager ("BSCRM"); and (4) BSC training manager ("BSCTM").

A BSCFTR is a Blaze Pizza Restaurant that has completed the training restaurant certification process. A BSCFTR must be an operational Restaurant that has met the operational and performance requirements to obtain certification. BSCNROL's are able to conduct Blaze Pizza new Restaurant opening training programs. BSCTM are able to provide Blaze Pizza initial training to Restaurant managers and assistant managers at BSCFTR's. We will not charge for the certification of your first BSCFTR, first BSCTM or your first BSCNROL. You are required to pay our then-current fees and expenses for additional certifications, re-certifications or multiple certification attempts. All certifications are subject to our capacity and scheduling requirements. You are required to have at least one BSCRM and, for so long as you have the obligation to open one or more Restaurants, one BSCNROL on staff when you own five or more Restaurants (whether directly or through your affiliate(s)).

4. Training. We provide our initial training program (up to two weeks) for up to three management persons and one Operating Principal, and an additional third training week at no charge for your Operating Principal, Director of Operations and Multi-Unit Supervisors, provided they attend initial training at the same time. There is no additional charge for training up to three managers per location for your first five Restaurants or until you have a BSCFTR and a BSCNROL certified manager, whichever comes first. After the 15th manager (three managers per location for the first five Restaurants), you are required to pay our then-current fees and expenses for additional certifications, re-certifications or multiple certification attempts.

5. Transfer Fee. Because our primary focus is to work with Area Developers that own multiple Restaurants, we place a restriction on the number of Traditional Restaurants that you are able to transfer to preserve this model. If you own (directly or indirectly through affiliates) three or less Traditional Restaurants, any Assignment must include the rights for all Traditional Restaurants and if you own more than three Traditional Restaurants, any Assignment must include at least fifty percent (50%) of the rights for the Traditional Restaurants. We also do not allow Area Developers to transfer their rights to open Traditional Restaurants under the Area Development Agreement.

6. Transfer Fee & Renewal Fee. Because Non-Traditional Restaurants are operated by special operators that have a relationship with each host facility, we do not allow MFAs to be transferred to third parties and do not allow Non-Traditional Restaurants to be relocated.

7. Management Fee. We may designate an individual of our choosing (an "Interim Manager") to temporarily manage your Traditional Restaurant if you are in breach of the Franchise Agreement or upon your, your Operating Principal's or your Restaurant manager's absence, termination, death, or disability (the "Step-in Rights"). If we exercise our Step-in Rights, you will pay a management fee of $500 for every day the Traditional Restaurant is managed by the Interim Manager. In addition, you must pay all costs and expenses we incur in connection with our exercise of Step-in Rights, such as reasonable attorney, accountant and other professional fees and costs. We do not intend to manage Non-Traditional Restaurants under the MFA.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Single Blaze Pizza Restaurant

Category of Investment	Amount		Method of Payment	When Due	To Whom Paid
	Low	High			
Initial Franchise Fee, Master Franchise Fee or Additional Restaurant Fee[(1)]	$20,000	$30,000	Lump Sum	When you sign your Franchise Agreement, MFA or MFA Rider	Us
Architect / Engineer[(2)]	$15,000	$22,500	As incurred	As invoiced	Approved Suppliers
Permits	$2,100	$23,000	As incurred	As invoiced	Approved Suppliers and Government Agencies
Leasehold Improvements[(3)]	$233,000	$547,000	As incurred	As invoiced	Approved Suppliers
Equipment[(4)]	$165,000	$185,000	As incurred	As invoiced	Approved Suppliers
Furniture and Fixtures[(4)]	$21,000	$102,000	As incurred	As invoiced	Approved Suppliers
Smallwares	$13,500	$22,000	As incurred	As invoiced	Approved Suppliers
Signage and Graphics[(4)]	$6,500	$34,500	As incurred	As invoiced	Approved Suppliers
Grand Opening Kit, Menu Boards[(4)]	$4,900	$5,500	As incurred	As invoiced	Approved Suppliers
Computer Equipment & Information / POS Systems[(5)]	$18,500	$21,000	As incurred	As invoiced	Us or Approved Suppliers
Uniforms	$1,000	$4,000	As incurred	As invoiced	Approved Suppliers
Initial Inventory and Supplies	$10,000	$21,000	As incurred	As invoiced	Approved Suppliers
Pre-Opening Advertising[(6)]	$3,000	$18,000	As incurred	As invoiced	Approved Suppliers

Category of Investment	Amount		Method of Payment	When Due	To Whom Paid
	Low	High			
Grand Opening Free Pizzas(7)	$0	$5,000	As incurred	As incurred	Approved Suppliers
Insurance Deposits(8)	$500	$3,000	As incurred	As invoiced	Insurance Carrier
First Month's Rent / Security Deposit	$5,000	$24,000	As incurred	As invoiced	Landlord
Initial Training(9)	$5,000	$5,000	As incurred	As invoiced	Approved Suppliers
Liquor Licensing(10)	$0	$3,000	As incurred	As invoiced	Approved Suppliers and Government Agencies
Miscellaneous Opening Costs	$500	$20,000	As incurred	As invoiced	Approved Suppliers
Professional Fees	$1,000	$5,000	As incurred	As incurred	Your Financial And Legal Advisors
Additional Funds(11) – 3 Months	$20,000	$45,000	As incurred	As invoiced	Suppliers and Employees
TOTAL ESTIMATED INITIAL INVESTMENT(12)	$545,500	$1,145,500			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Blaze Pizza Franchise. We do not offer direct or indirect financing for these items. In addition to our experience, the experience of our officers and our current requirements for Blaze Pizza Franchises, these estimates are based on the historical costs to open Blaze Restaurants during 2018, which, excluding food court locations, averaged approximately $803,916 per Restaurant in 2018.

The estimated initial investment for a Non-Traditional Restaurant, while still within the estimated range set forth above, may be lower than a traditional Blaze Pizza Restaurant, and these figures represent the approximate cost for purchasing, installing and equipping the Restaurant. Because they are typically located in a host facility, Non-Traditional Restaurants may require fewer leasehold improvements and equipment expenditures than traditional Blaze Pizza Restaurants. Opening inventory expenditures may be lower as well, but the initial investment in a Non-Traditional Restaurant depends on the type, location and configuration of the Restaurant and of the host facility.

The factors underlying our estimates may vary depending on several variables, and the actual investment you make in developing and opening your Franchise may be greater or less than the estimates given depending upon the location of your Franchise, and current relevant market conditions. Your costs will also depend on factors such as how well you follow our methods and procedures; your management skills; your business experience and capabilities; local economic conditions; the local market for our products and services; the prevailing wage rates; competition; and sales levels reached during your initial phase of business operations. All expenses payable to third parties are non-refundable, except as you may arrange for utility deposits and other payments.

1. Initial Franchise Fee. The initial franchise fee for one Blaze Pizza Franchise that is a Traditional Restaurant is $30,000. The low estimate assumes you have a BSCNROL at the time you sign the Franchise Agreement. The franchise fee is paid upon execution of the Franchise Agreement and is non-refundable. See Item 5 for additional information regarding the initial franchise fee when you sign an Area Development Agreement to develop multiple Blaze Pizza Restaurants. The master franchise fee for one Blaze Pizza Franchise that is a Non-Traditional Restaurant is $30,000 and the Additional Restaurant Fee is $30,000.

2. Architect/Engineer. You must retain one of our designated architects to create your preliminary floorplan at your cost (approximately $900 to $1,500), or one of our design managers will create your preliminary floorplan, at no cost to you. You may choose to retain one of our designated architects or another architect we approve, to prepare your construction documents. Upon completion of your construction documents, if you choose not to use our designated architects, we will require you to employ our designated architect to review and approve the construction documents for a fee of $600 to $1,000. Our own designer will review the construction documents too and provide input on the placement of trade dress elements, general restaurant layout and other input as deemed appropriate at no charge to you. We estimate architect/engineer fees to be between $15,000 and $22,500.

3. Leasehold Improvements. The typical Blaze Pizza Traditional Restaurant will be approximately 2,200 to 3,000 square feet. A typical Blaze Pizza Non-Traditional Restaurant will be approximately or 1,000 to 1,200 square feet if located in a food court. The Restaurants will most likely be located in retail strip malls, dense urban areas, regional shopping centers and entertainment and travel centers. The cost of improvements will vary depending on a number of factors, including: (i) size and condition of the space; (ii) pre-construction costs; and (iii) cost of materials and labor. We estimate the cost of leasehold improvements to be between $233,000 and $547,000. This estimate does not include any construction allowances or tenant improvement credits that may be offered by your landlord. In 2018 the range of these allowances and credits was from $0 to $317,000. If your landlord provides a tenant improvement allowance and you do not experience significant cost over-runs, delays, etc., your actual leasehold improvement costs might be at the lower end of the estimate (although your landlord might incorporate the amount of the tenant improvement allowances into your rent).

4. Non-Traditional Restaurant Purchases. The amount and type of equipment, furniture and fixtures, signage, grand opening kit, and menu boards you must purchase for a Non-Traditional Restaurant may vary dependent on the venue, size of space and menu limitations in which the Non-Traditional Restaurant is located and varies significantly, but are generally less than a Traditional Restaurant.

5. Computer Equipment & Information/POS Systems. This estimate includes the computer equipment, point-of-sale equipment, software and installation and hosting services for your Blaze Pizza Restaurant. In addition, this estimate includes the purchase and activation fees for two EMV terminals as well as three months of software lease payments; the setup fee and costs for

two Training Tablets for three months; and the purchase cost for one Wi-Fi enabled tablet ("OLO Tablet") for three months.

If, however, you are developing a Non-Traditional Restaurant, you are not required to purchase or lease such systems from our designated supplier. However, you must install and maintain a cash register terminal and configure such computer cash register system to accurately record every sale or transaction, and otherwise comply with our Computer System requirements. You may also, at your option, elect to purchase from our designated supplier our approved electronic cash register and Computer System. The high range figures in the chart reflect the purchase of this system from our designated supplier.

6. Pre-opening Advertising. The pre-opening advertising is in addition to the free pizzas given away at the grand opening of a Traditional Restaurant.

7. Grand Opening Free Pizzas. The estimated cost of free pizzas given away at a Traditional Restaurant ranges from $3,000 to $6,000. You are not required to give away free pizzas at the grand opening of a Non-Traditional Restaurant.

8. Insurance Deposits. This estimate is for the deposit for your insurance policies.

9. Initial Training. These figures include your costs of travel and expenses during your initial two week training program.

10. Liquor Licensing. The cost to obtain a license to sell beer and wine varies greatly depending on the licensing authority and the local resale market. In municipalities that use a quota-based system with no available licenses, the cost to acquire one from an existing licensee can be substantially higher. If so, we will not require you to sell beer and wine until you are able to obtain a license from the municipality. In municipalities that are not quota-based, the cost is usually limited to filing fees, plus fees for attorney's services and other service providers.

11. Additional Funds. We relied upon our franchising experience since 2012 in formulating these amounts. The estimate of additional funds for the initial phase of your business is based on your staff salaries and miscellaneous startup costs operating expenses through the first three months of operation. The estimate of additional funds does not include an owner's salary or draw. The disclosure laws require us to include this estimate of all costs and expenses to operate your franchise during the "initial phase" of your business, which is defined as three months or a longer period if "reasonable for the industry." We are not aware of any established longer "reasonable period," so our disclosures cover a three month period. The additional funds required will vary by your area; how much you follow our methods and procedures; your management skills, experience and business acumen; the relative effectiveness of your staff; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and the sales level reached during the initial period. You must provide security deposits for utilities and rent (and possibly for other items).

12. Figures May Vary. This is an estimate of your initial startup expenses for one Blaze Pizza Franchise. This estimate also includes Non-Traditional Restaurants. These figures are estimates and we cannot guarantee that you will not have additional expenses starting your Blaze Pizza Franchise. Additional funds for the operation of the Blaze Pizza Franchise will be required after the first three months of operation if sales produced by the Blaze Pizza Franchise are not

sufficient to produce positive cash flow. You should review these figures carefully with a business advisor before making any decision to purchase the Franchise.

YOUR ESTIMATED INITIAL INVESTMENT

Area Development Franchise

Category of Investment	Amount		Method of Payment	When Due	To Whom Paid
	Low	High			
Initial Franchise Fee	$20,000	$30,000	Lump Sum	When you sign your Franchise Agreement	Us
Development Fee(1)	$5,000	$45,000	Lump Sum	When you sign your Area Development Agreement	Us
Architect / Engineer(2)	$15,000	$22,500	As incurred	As invoiced	Approved Suppliers
Permits	$2,100	$23,000	As incurred	As invoiced	Approved Suppliers and Government Agencies
Leasehold Improvements(3)	$233,000	$547,000	As incurred	As invoiced	Approved Suppliers
Equipment	$165,000	$185,000	As incurred	As invoiced	Approved Suppliers
Furniture and Fixtures	$21,000	$102,000	As incurred	As invoiced	Approved Suppliers
Smallwares	$13,500	$22,000	As incurred	As invoiced	Approved Suppliers
Signage and Graphics	$6,500	$34,500	As incurred	As invoiced	Approved Suppliers
Grand Opening Kit, Menu Boards	$4,900	$5,500	As incurred	As invoiced	Approved Suppliers
Computer Equipment & Information / POS Systems(4)	$18,500	$21,000	As incurred	As invoiced	Us or Approved Suppliers
Uniforms	$1,000	$4,000	As incurred	As invoiced	Approved Suppliers
Initial Inventory and Supplies	$10,000	$21,000	As incurred	As invoiced	Approved Suppliers
Pre-Opening Advertising(5)	$3,000	$18,000	As incurred	As invoiced	Approved Suppliers

Category of Investment	Amount		Method of Payment	When Due	To Whom Paid
	Low	High			
Grand Opening Free Pizzas	$3,000	$5,000	As incurred	As incurred	Approved Suppliers
Insurance Deposits[6]	$500	$5,000	As incurred	As invoiced	Insurance Carrier
First Month's Rent / Security Deposit	$3,000	$24,000	As incurred	As invoiced	Landlord
Initial Training[7]	$5,000	$5,000	As incurred	As invoiced	Approved Suppliers
Liquor Licensing[8]	$0	$6,000	As incurred	As invoiced	Approved Suppliers and Government Agencies
Miscellaneous Opening Costs	$1,000	$30,000	As incurred	As invoiced	Approved Suppliers
Professional Fees	$1,000	$5,000	As incurred	As incurred	Your Financial And Legal Advisors
Additional Funds[9] – 3 Months	$20,000	$45,000	As incurred	As invoiced	Suppliers and Employees
TOTAL ESTIMATED INITIAL INVESTMENT [10]	$552,000	$1,205,500			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Blaze Pizza Franchise. We do not offer direct or indirect financing for these items. In addition to our experience, the experience of our officers and our current requirements for Blaze Pizza Franchises, these estimates are based the historical costs to open Blaze Restaurants during 2018, which, excluding food court locations, averaged approximately $803,916 per Restaurant in 2018. The factors underlying our estimates may vary depending on several variables, and the actual investment you make in developing and opening your Franchise may be greater or less than the estimates given depending upon the location of your Franchise, and current relevant market conditions. Your costs will also depend on factors such as how well you follow our methods and procedures; your management skills; your business experience and capabilities; local economic conditions; the local market for our products and services; the prevailing wage rates; competition; and sales levels reached during your initial phase of business operations. All expenses payable to third parties are non-refundable, except as you may arrange for utility deposits and other payments.

1. Development Fee. If you sign an Area Development Agreement to develop a mutually agreed number of Blaze Pizza Traditional Restaurants, you will pay a Development Fee equal to the

Initial Franchise Fee for your first Franchise Agreement ($30,000) plus $5,000 multiplied by the number of Blaze Pizza Traditional Restaurants (excluding the first Traditional Restaurant) to be developed under the Area Development Agreement. We will credit a portion of the Development Fee against the Initial Franchise Fee ($5,000 for the second and each subsequent franchise agreement) until the Development Fee is exhausted. See Item 5 for additional information regarding the Development Fee and the Franchise Fee. The low estimated amount equals the Development Fee for the right to open two Traditional Restaurants and the high estimated amount equals the Development Fee for the right to open a total of ten Traditional Restaurants.

2. Architect/Engineer. You must retain one of our designated architects to create your preliminary floorplan at your cost (approximately $900 to $1,500), or one of our design managers will create your preliminary floorplan, at no cost to you. You may choose to retain one of our designated architects or another architect we approve, to prepare your construction documents. Upon completion of your construction documents, if you choose not to use our designated architects, we will require you to employ our designated architect to review and approve the construction documents for a fee of $600 to $1,000. Our own designer will review the construction documents too and provide input on the placement of trade dress elements, general restaurant layout and other input as deemed appropriate at no charge to you. We estimate architect/engineer fees to be between $15,000 and $22,500.

3. Leasehold Improvements. The typical Blaze Pizza Traditional Restaurant will be approximately 2,200 to 3,000 square feet. The cost of improvements will vary depending on a number of factors, including: (i) size and condition of the space; (ii) pre-construction costs; and (iii) cost of materials and labor. The Traditional Restaurants will most likely be located in retail strip malls, dense urban areas, regional shopping centers and entertainment and travel centers. We estimate the cost of leasehold improvements to be between $233,000 and $547,000. This estimate does not include any construction allowances or tenant improvement credits that may be offered by your landlord. In 2018 the range of these allowances and credits was from $0 to $317,000. If your landlord provides a tenant improvement allowance and you do not experience significant cost over-runs, delays, etc., your actual leasehold improvement costs might be at the lower end of the estimate (although your landlord might incorporate the amount of the tenant improvement allowances into your rent).

4. Computer Equipment & Information/POS Systems. This estimate includes the computer equipment, point-of-sale equipment, software and installation and hosting services for your Blaze Pizza Traditional Restaurant. In addition, this estimate includes the purchase and activation fees for your two EMV terminals as well as three months of software lease payments; the setup fee and costs for two Training Tablets for three months; and the purchase cost for one OLO Tablet for three months.

5. Pre-opening Advertising. The pre-opening advertising is in addition to the free pizzas given away at the grand opening of the Traditional Restaurant.

6. Insurance Deposits. This estimate is for the deposit for your insurance policies.

7. Initial Training. These figures include your costs of travel and expenses during your initial two week training program.

8. Liquor Licensing. The cost to obtain a license to sell beer and wine varies greatly depending on the licensing authority and the local resale market. In municipalities that use a quota-based system with no available licenses, the cost to acquire one from an existing licensee can be

substantially higher. If so, we will not require you to sell beer and wine until you are able to obtain a license from the municipality. In municipalities that are not quota-based, the cost is usually limited to filing fees, plus fees for attorney's services and other service providers.

9. Additional Funds. We relied upon our franchising experience since 2012 in formulating these amounts. The estimate of additional funds for the initial phase of your business is based on your staff salaries and miscellaneous startup costs operating expenses through the first three months of operation. The estimate of additional funds does not include an owner's salary or draw. The disclosure laws require us to include this estimate of all costs and expenses to operate your franchise during the "initial phase" of your business, which is defined as three months or a longer period if "reasonable for the industry." We are not aware of any established longer "reasonable period," so our disclosures cover a three month period. The additional funds required will vary by your area; how much you follow our methods and procedures; your management skills, experience and business acumen; the relative effectiveness of your staff; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and the sales level reached during the initial period. You must provide security deposits for utilities and rent (and possibly for other items).

10. Figures May Vary. This is an estimate of your initial startup expenses for one Blaze Pizza Franchise. These figures are estimates and we cannot guarantee that you will not have additional expenses starting your Blaze Pizza Franchise. Additional funds for the operation of the Blaze Pizza Franchise will be required after the first three months of operation if sales produced by the Blaze Pizza Franchise are not sufficient to produce positive cash flow. You should review these figures carefully with a business advisor before making any decision to purchase the Franchise.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your Blaze Pizza Restaurant according to our System and specifications. This includes purchasing or leasing all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, and real estate related to establishing and operating the Blaze Pizza Franchise under our specifications, which may include purchasing these items from: (i) our designees, (ii) approved suppliers, and/or (iii) us or our affiliates. You must not deviate from these methods, standards and specifications without our prior written consent, or otherwise operate in any manner which reflects adversely on our marks or the system.

The specifications, standards, and guidelines for all products and services we require you to obtain in establishing and operating your Blaze Pizza Franchise and approved vendors for these products and services is contained in our Blaze "Manager Tools Binder," intranet and other written materials that we collectively call the "Blaze Standards Guidelines." We will notify you of new or modified specifications, standards, and guidelines through periodic amendments or supplements to the Blaze Standards Guidelines or through other written communication (including electronic communication such as e-mail or through a system-wide intranet).

You must purchase, install, maintain in sufficient supply, and use, only fixtures, furnishings, equipment, signs, and supplies that conform to the standards and specifications described in the Blaze Standards Guidelines or otherwise in writing.

We utilize proprietary food products and recipes ("Proprietary Products") and may continue to develop and own proprietary recipes. In order to protect their trade secrets and to monitor the manufacture, packaging, processing, and sale of Proprietary Products, we or our affiliates may: (i) manufacture, supply, and sell Proprietary Products to Blaze Pizza franchisees; and/or (ii) disclose the formula for methods and preparation of the Proprietary Products to a limited number of suppliers, including one or more of our affiliates, who we authorize to manufacture these Proprietary Products to our precise specifications and sell these products to Blaze Pizza franchisees. You must purchase the Proprietary Products we or our affiliates develop from time to time, pursuant to secret recipes or formulas, and purchase them only from us or a third party who we have approved to prepare and sell the products. Certain products such as plates, cups, boxes, and containers bearing the trademarks must be purchased by you from certain suppliers approved by us who are authorized to manufacture these products bearing our trademarks.

We may designate certain non-proprietary products, such as condiments, merchandise, beverages, raw materials, fixtures, furnishings, equipment, uniforms, supplies, paper goods, services, menus, packaging, forms, computer hardware, software, modems and peripheral equipment and other products, supplies, services and equipment, other than Proprietary Products, which you may or must use and/or offer and sell at your Restaurant ("Non-Proprietary Products"). You may use, offer or sell only those Non-Proprietary Products that we expressly authorize.

You must at all times maintain an inventory of approved food products, beverages, ingredients and other products sufficient in quantity and variety to realize the full potential of your Restaurant. You must use the menus and menu boards that we designate and serve meals and products in the manner we designate.

Your Restaurant must be constructed, equipped and improved in compliance with our approved current design criteria. You may employ our designated architect or any architects and general contractors you desire, so long as they meet our approval; however, all plans and modifications to the Restaurant facility must be submitted to us for our review and acceptance before you start construction. If you do not use our designated architects, you must hire them for construction document review. Unless we notify you in writing that the plans and modifications are accepted, they will be deemed rejected.

You must use the computer hardware and software, including the point-of-sale system that we periodically designate to operate your Blaze Pizza Franchise. You must procure DSL, cable, fiber, or equivalent wired (no satellite, microwave, or point to point) or 4G internet service capable of receiving data at a minimum of 15Mbps and sending data at a minimum of 3Mbps. You must obtain the computer hardware, software, systems, maintenance and support services, and other related services that meet our specifications from the suppliers we specify. You must use our designated merchant services provider for debit and credit cards. You must use our designated supplier for installation, support and hosting of the computer system and software. You will be required to use our designated supplier for our Restaurant reporting system and pay the then-current fee (currently $25 per month). If you are developing a Non-Traditional Restaurant, you are not required to purchase or lease such systems from our designated supplier. However, you must install and maintain a cash register terminal and configure such computer cash register system to accurately record every sale or transaction, and otherwise comply with our Computer System requirements. We will install an application on your POS system that allows us to view and download your sales and product mix information.

You must obtain the insurance coverage required under the Franchise Agreement, including all risk property and casualty insurance for the replacement value of your Restaurant; business interruption insurance providing for continued payment of all amounts due (or to become due) to us under your Franchise Agreement or any other agreement with us; and workers compensation insurance as required by applicable law. You must obtain the insurance from an insurance company with an A or better A.M. Best rating and licensed to do business in the state in which the Restaurant is located. You will be required to provide us with a certificate evidencing coverage prior to opening the Restaurant, yearly upon renewal, and from time to time as we request. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage at any time. You may obtain additional insurance coverage as you feel necessary. You may purchase your insurance from any carrier subject to our approval, not to be unreasonably withheld. All insurance policies must name us and any affiliates we designate as additional named insured parties.

If you operate a Non-Traditional Restaurant, and if we request, you must ensure that the general business liability and any other required insurance policies and coverage identified above, cover all common areas within the host facility. If you operate other restaurants or businesses within the host facility, in addition to your Non-Traditional Restaurant, you must obtain and maintain comprehensive business liability insurance and an umbrella insurance policy collectively covering all of your businesses.

We will provide you with a list of our designated and approved suppliers in our Blaze Standards Guidelines. If you want to use or sell a product or service that we have not yet evaluated, or if you want to purchase or lease a product or service from a supplier or provider that we have not yet approved (for services and products that require supplier approval), you must notify us and submit to us the information, specifications, and samples we request. We will use commercially reasonable efforts to notify you within 30 days after receiving all requested information and materials whether you are authorized to purchase or lease the product or service from that supplier or provider. We reserve the right to charge a fee to evaluate the proposed product, service, or supplier. We apply the following general criteria in approving a proposed supplier: (1) ability to purchase the product in bulk; (2) quality of services; (3) production and delivery capability; (4) proximity to Blaze Pizza Franchises to ensure timely deliveries of the product or services; (5) the dependability of the supplier; and (6) other factors. The supplier may also be required to sign a supplier agreement with us. We may periodically re-inspect approved suppliers' facilities and products and we reserve the right to revoke our approval of any supplier, product, or service that does not continue to meet our specifications. We will send written notice of any revocation of an approved supplier, product, or service. We do not provide material benefits to you based solely on your use of designated or approved sources. We are not currently an approved supplier of any goods or services provided to franchisees. None of our officers own equity in an approved supplier.

We estimate that approximately 85% of purchases required to open your Blaze Pizza Restaurant and 55% of purchases required to operate your Blaze Pizza Restaurant will be from us or from other approved suppliers and under our specifications. We, and our affiliates, may receive rebates from some suppliers based on your purchase of services and products.

We may receive rebates, credits and marketing allowances based on volume purchases by us, our affiliates and franchisees. If we do, it is our intention these funds will either: (i) be distributed to you, other franchisees and us and our affiliates directly from the supplier pro rata in proportion to your purchases or sales volumes compared to other franchisees and us and our affiliates; or (ii) be contributed to the Creative Fund and distributed to you, other franchisees and us and our affiliates pro rata in proportion to your purchases or sales volumes compared to other franchisees and us and our affiliates. Any distributions from the Creative Fund will be net of the actual and reasonable costs and expenses incurred to administer, collect, calculate and distribute the rebates, credits and marketing allowances. Any contribution of rebates or credits to the Creative Fund will not reduce your obligation to pay the Creative Fund Contribution. Except for our pro rata share of rebates, credits or marketing allowances based on our own purchases, we will not derive revenue or other material consideration based on your purchases of products, merchandise and services from unaffiliated suppliers.

We have entered into agreements with our beverage suppliers which require them to pay flat fee marketing allowances based on volume purchases by us, our affiliates and franchisees. The suppliers will disburse your pro rata share of marketing allowances directly to you in proportion to your purchases or sales volumes compared to other franchisees and us and our affiliates. We have also entered into a supplier agreement with our point-of-sale supplier, a distribution agreement with a food supplier, and have also entered into purchase agreements for many of our proprietary food and paper supplies to help manage costs effectively throughout the year. Otherwise, we have not negotiated purchase agreements with suppliers or established purchasing or distribution cooperatives, and except for our agreement with our beverage supplier, we do not at this time receive rebates, credits or marketing allowances on these agreements. Some of our suppliers may pay us sponsorship fees to attend the annual convention. We are free to use these funds as we determine in our sole discretion.

We did not derive any revenue from required purchases or leases from franchisees during our last fiscal year, ended December 30, 2018.

ITEM 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	Article In Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Articles 5.1, 5.2 and 5.3 of Franchise Agreement; Article 5 of MFA; Article 6.1 of Area Development Agreement	Items 8 & 11
b. Pre-opening purchases/leases	Article 5.3 of Franchise Agreement; Article 5 of MFA	Items 8 & 11
c. Site development and other pre-opening requirements	Article 5.4 of Franchise Agreement; Article 5 of MFA; Article 6.1 & 6.2 of Area Development Agreement	Items 7 & 11
d. Initial and ongoing training	Article 6 of Franchise Agreement; Article 6 of MFA	Item 11
e. Opening	Article 5 of Franchise Agreement; Article 5 of MFA	Item 11
f. Fees	Article 4 of Franchise Agreement; Article 4 of MFA; Article 5 of Area Development Agreement	Items 5 & 6
g. Compliance with standards and policies/Blaze Standards Guidelines	Article 7 of Franchise Agreement; Article 7of MFA	Item 11
h. Trademarks and proprietary information	Article 11 of Franchise Agreement; Article 11 of MFA	Items 13 & 14

Obligation	Article In Agreement	Disclosure Document Item
i. Restrictions on products/services offered	Articles 7.6, 9.1, 9.2, 9.3 and 9.4 of Franchise Agreement; Article 9 of MFA	Items 8 & 16
j. Warranty and customer service requirements	Articles 7 and 9.7 of Franchise Agreement; Article 9 of MFA	Item 11
k. Territorial development and sales quotas	Article 2 of Area Development Agreement; Article 2 of MFA	Item 12
l. Ongoing product/service purchases	Articles 9.1, 9.2, 9.3 and 9.4 of Franchise Agreement; Article 9 of MFA	Item 8 & 16
m. Maintenance, appearance, and remodeling requirements	Article 5.5 of Franchise Agreement; Article 5 of MFA	Item 11
n. Insurance	Article 16 of Franchise Agreement; Article 16 of the MFA	Items 6 & 8
o. Advertising	Article 8 of Franchise Agreement; Article 8 of MFA	Items 6 & 11
p. Indemnification	Articles 13.2.4, 13.3.4, 17.1 and 17.2 of Franchise Agreement and MFA; Articles 7.3, 11.1 and 11.2 of Area Development Agreement	Item 6
q. Owner's participation/ management/staffing	Article 7.2 of Franchise Agreement; Article 7 of MFA	Items 11& 15
r. Records/reports	Articles 10.1 and 10.4 of Franchise Agreement; Article 10 of MFA	Item 6
s. Inspections/audits	Articles 10.2 and 10.3 of Franchise Agreement; Article 10 of MFA	Items 6 & 11
t. Transfer	Articles 13.2, 13.3 and 13.4 of Franchise Agreement; Article 13 of MFA; Article 7.3 of Area Development Agreement	Item 17
u. Renewal	Articles 3.2, 3.3 and 3.4 of Franchise Agreement; Article 3 of MFA; Article 4.2, 4.3 and 4.4 of Area Development Agreement	Item 17

Obligation	Article In Agreement	Disclosure Document Item
v. Post-termination obligations	Article 15 of Franchise Agreement; Article 15 of MFA; Article 4.5 of Area Development Agreement	Item 17
w. Non-competition covenants	Article 12.1, 12.2, 12.3 and 12.4 of Franchise Agreement; Article 12 of MFA; Articles 8.1 and 8.2 of Area Development Agreement	Item 17
x. Dispute resolution	Article 18 of Franchise Agreement; Article 18 of MFA; Article 10 of Area Development Agreement	Item 17

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease, or obligation.

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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

Pre-Opening Obligations

Before you open your Blaze Pizza Restaurant, we (or our designee) will provide the following assistance and services to you:

Blaze Standards Guidelines. Provide you with access to the Blaze Standards Guidelines. The Blaze Standards Guidelines contains a "Manager Tools Binder" which is approximately 218 pages. The table of contents for the Blaze Standards Guidelines is attached to this Franchise Disclosure Document as Exhibit H (Franchise Agreement, Article 7.4; MFA, Article 7.4). As our intranet is electronic, we are unable to provide the exact number of pages but have provided the main sections in Exhibit H.

Site Selection Assistance. You are solely responsible for selecting the site of your Restaurant, which will be subject to our review and acceptance. We do not locate sites for you. Although we will consult with you on your site and require your site be subject to our final acceptance, you have the ultimate responsibility in choosing, obtaining and developing the site for your Restaurant. We do not guarantee the suitability or success of the accepted site (Franchise Agreement, Article 5.2; MFA, Article 5.2).

Site Review. We must accept the site before you enter into a lease. For Traditional Restaurant openings other than your first Restaurant under an Area Development Agreement, you must sign the franchise agreement upon the earlier of the acceptance of the site of the Restaurant or 180 days before your development obligation date. In evaluating a proposed site, we consider such factors as general location and neighborhood, traffic patterns, parking, size, layout and other physical characteristics.

Before leasing or purchasing the site for your Restaurant, you must submit to us, in the form we specify, a description of the site, with other information and materials we may reasonably require. Upon receiving the information regarding a proposed site, we will review the information and either accept or reject the proposed site. Other factors we may consider in selecting or accepting sites include the architectural features of buildings, visibility, parking, co-tenants, patio availability and traffic drivers. If we do not accept your proposed site within 14 days after your submission (or 14 days after you provide any supplemental information we request), the site will be deemed rejected (Franchise Agreement, Article 5.1; MFA, Article 5.1). If you do not locate a site which is acceptable to us within 90 days of signing the Franchise Agreement, or find acceptable sites and open the Traditional Restaurants by the deadlines in your Area Development Agreement, we may terminate the agreements.

If you are an Area Developer, you must sign your first Franchise Agreement at the same time you sign the Area Development Agreement. The typical length of time between the signing of the Franchise Agreement and the opening of your first Traditional Restaurant under an Area Development Agreement is the same as for a single Traditional Restaurant. Each additional Traditional Restaurant you develop must be opened according to the terms of your Development Schedule. The site selection and approval process for each Traditional Restaurant under an Area Development Agreement is the same as that for a single Traditional Restaurant and will be governed by the Franchise Agreement signed for that location.

In order to operate a Non-Traditional Restaurant, you must have signed the MFA and must sign the MFA Rider. Upon signing the MFA Rider we approve the site and the host facility (MFA, Article 5). The typical length of time between the signing of the MFA Rider and the opening of your first Non-Traditional Restaurant under a MFA is the same as for a single Traditional Restaurant. Each additional Non-Traditional Restaurant you operate must be approved according to the terms of the MFA.

Lease Review. Review your lease agreement for the Restaurant to ensure that its terms contain our required provisions and otherwise meet our minimum standards. If we accept the proposed lease, we will notify you of our acceptance of the lease. Your lease must address certain issues, including but not limited to (a) not obligating us in any manner; (b) no terms inconsistent with your Franchise Agreement or MFA, as applicable; (c) no non-competition covenant which restricts us; (d) granting us rights to assume your rights to the premises of the Restaurant upon termination or non-renewal under the lease; (e) prohibiting competing restaurants in the same center; (f) construction in accordance with our standards; and (g) premises de-identification upon expiration or termination. We do not own or lease premises to you.

If you operate a Non-Traditional Restaurant, we will review and approve or disapprove the lease.

Territory. Once you have an accepted site for your Traditional Restaurant, we will designate a territory. If you sign an Area Development Agreement, we will designate the Development Area before you sign the Area Development Agreement.

If you operate a Non-Traditional Restaurant, you will not receive a territory.

Site Design Assistance. We will provide a copy of our basic specifications for the design and layout of the premises of your Restaurant. You are responsible for the costs of preparing architectural, engineering and construction drawings and site plans, which you must submit to us for our review and approval before you begin construction of your Restaurant. You are responsible for the costs of construction and remodeling (Franchise Agreement, Article 5.4; MFA, Article 5.4).

Equipment and Supplies. We will provide a list of approved vendors and specifications for equipment and other supplies for your Restaurant. We provide assistance in reviewing quotes if necessary. You must purchase, install, maintain in sufficient supply, and use, only fixtures, furnishings, equipment, signs, and supplies that conform to the standards and specifications described in the Blaze Standards Guidelines or otherwise in writing.

Training. We provide an initial training program described below (Franchise Agreement, Articles 6.1 and 6.2; MFA, Articles 6.1 and 6.2). We will not provide general business or operations training to your employees or independent contractors; however, we may provide limited training on the Blaze Pizza System and brand standards to your key employees. You will be responsible for training your employees and independent contractors, including any training on the day-to-day operations of the Restaurant. You will be responsible for hiring, training, directing, scheduling, and supervising your employees and independent contractors in the day-to-day operations of the Restaurant.

Schedule for Opening

We estimate the typical length of time between signing a Franchise Agreement or MFA Rider and opening a Blaze Pizza Restaurant is between six and nine months, assuming that a location can be obtained and leased within one month after you sign the Franchise Agreement or MFA Rider. Some factors, which may affect this timing, are your ability to acquire a location through lease or purchase negotiations, your ability to secure any necessary financing, your ability to comply with local zoning and other ordinances, your ability to obtain any necessary permits and certifications, the timing of the delivery of equipment, tools and inventory, and the time to convert, renovate or build out your Restaurant.

Continuing Obligations

During the operation of your Blaze Pizza Restaurant, we (or our designee) will provide the following assistance and services to you:

1. Inform you of mandatory specifications, standards and procedures for the operation of your Franchise (Franchise Agreement, Article 7.1).

2. Upon reasonable request, provide advice regarding your Blaze Pizza Restaurant's operation based on reports or inspections. Advice will be given during our regular business hours and via written materials, electronic media, telephone or other methods in our discretion (Franchise Agreement, Article 10.1; MFA, Article 7).

3. Approve or disapprove any advertising, direct mail, identification and promotional materials and programs you propose to use in connection with advertising (Franchise Agreement, Article 8.1; MFA, Article 8.1).

4. Subject to our capacity and scheduling requirements, offer certification programs to you or your employees. There may be additional fees for certifications as discussed in Item 6.

5. Provide additional training to you for newly-hired personnel regarding the Blaze Pizza brand and System guidelines, refresher training courses and additional training or assistance that, in our discretion, you need or request. You may be required to pay additional fees for this training or assistance.

6. Allow you to continue to use confidential materials, including the Blaze Standards Guidelines and the Blaze Pizza trademarks.

Optional Assistance

During the term of the Franchise Agreement or MFA, we (or our designee) may, but are not required to, provide the following assistance and services to you:

1. Modify, update or change the System, including the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new products, new menu items, new equipment or new techniques.

2. Make periodic visits to the Restaurant for the purpose of assisting in all aspects of the operation and management of the Franchise, prepare written reports concerning these visits outlining any suggested changes or improvements in the operation of the Franchise, and detailing any problems in the operations which become evident as a result of any visit. If provided at your request, you must reimburse our expenses and pay our then-current training charges.

3. Maintain and administer a Creative Fund. We may dissolve the Creative Fund upon written notice (Franchise Agreement, Article 8; MFA, Article 8).

4. Hold periodic national or regional conferences to discuss business and operational issues affecting Blaze Pizza franchisees.

Advertising

Creative Fund

We require you to pay a Creative Fund Contribution ("Creative Fund Contribution"), currently equal to 2% of your Gross Sales to our Creative Fund (see Item 6). We reserve the right to increase or otherwise modify the Creative Fund Contribution for Traditional Restaurants up to 4% upon 30 days' written notice to you, after approval by a majority vote of all then-current Blaze Pizza Traditional Restaurants that are eligible to vote. We, or our affiliates, will direct all creative programs and control the creative concepts, materials and media used, media placement and allocation. We have complete discretion on how the Creative Fund will be utilized. We may use the Creative Fund for local, regional or national marketing, advertising, sales promotion and promotional materials, new product development and testing, public and consumer relations, website development and search engine optimization, the development of technology for the System and any other purpose to promote the Blaze Pizza brand. If you operate a Non-Traditional Restaurant under a MFA, we will not increase your Creative Fund Contribution. Non-Traditional Location Restaurants may not be eligible to participate in some of the Creative Fund programs. We are not obligated to spend any amount on advertising in the geographical area where you are or will be located. We do not guarantee that advertising expenditures from the Creative Fund will benefit you or any other franchisee directly, on a pro rata basis, or at all. We assume no fiduciary duty to you or other direct or indirect liability or obligation to collect amounts due to the Creative Fund or to maintain, direct or administer the Creative Fund.

The Creative Fund may be used for all costs of administering, directing, preparing, placing and paying for national, regional or local advertising to promote and enhance the image, identify or patronage of Blaze Pizza Restaurants owned by us and by franchisees. We may reimburse ourselves for the administration of the fund not to exceed 20% of required contributions. We will not use the Creative Fund Contributions for advertising that is principally a solicitation for the sale of franchises, but we reserve the right to include a notation in any advertisement indicating "Franchises Available" or similar phrasing or include information regarding acquiring a franchise on or as a part of materials and items produced by or for the Creative Fund. The Creative Fund will be in a separate bank account, commercial account or savings account. The Creative Fund is not audited. We will provide an annual accounting when available for the Creative Fund that shows how the Creative Fund proceeds have been spent for the previous year upon written request.

Any unused funds in any calendar year will be applied to the following year's funds, and we reserve the right to contribute or loan additional funds to the Creative Fund on any terms we deem reasonable.

Although we do not intend to do so, we may dissolve the Creative Fund at any point. If we decide to dissolve the Creative Fund, we will either spend or distribute pro rata any remaining funds before dissolution.

Each franchisee will be required to contribute to the Creative Fund but certain franchisees may contribute on a different basis depending on when they signed their Franchise Agreement or where their Restaurant is located (such as non-traditional locations). Franchisor-owned outlets will contribute to the Creative Fund on the same basis as franchisees.

During our last fiscal year, ending December 30, 2018, the Creative Fund expenditures were 42% for Marketing Intel / Research, 31% for Creative / Digital Media, 8% for Public Relations, and 19% for Administration.

Grand Opening Advertising

If you operate a Traditional Restaurant, you must conduct a grand opening advertising program that we approve and which presently includes providing the public with free pizzas for one day.

Local Advertising

All Restaurants must participate in our annual "Pi Day" promotion on March 14 where you will price pizza pies at $3.14 on that day. We recommend, but do not require, that you spend at least two percent (2%) of your Gross Sales on local advertising for each of your Restaurants. Other than the grand opening program, "Pi Day" promotion and your Creative Fund Contributions, there is no obligation for you to conduct any local advertising programs or to spend any amount on advertising in your area or territory. You may develop advertising materials for your own use, but they must be approved by us in writing before you use them. You are not obligated to participate in any local or regional advertising cooperative.

Advisory Council

We formed an advisory council in February 2019 ("Council") to advise us on System policies. Currently, the Council consists of up to six U.S. franchise members and four franchisor members. The advisory council's guidelines specify the manner in which members are selected. The members of the Council are elected by all franchisees in the system that attend our annual convention. The Council serves in an advisory capacity only. We will have the power to form, change or dissolve the Council, in our sole discretion. Franchisees that exclusively operate Non-Traditional Restaurants are not eligible for election to the Council.

Computer System (Franchise Agreement, Article 7.3; MFA, Article 7.3)

You are required to purchase a computer and point-of sale system that consists of the following hardware, software and services (collectively the "Computer System"): (a) a computer (laptop or desktop) of any brand for use by the management of the restaurant, a back office computer, monitor, keyboard, mouse, and firewall with all necessary software required to run the approved POS system, which shall include two POS terminals, two cash drawers, two receipt printers, two scanners and a remote printer; (b) required software consisting of our then-current version of Aloha QSR, NSS security (Firewall, antivirus), OLO online ordering, Aloha, gift cards, Aloha Loyalty, Aloha Mobile pay, as well as all monthly subscription access to the aforementioned software; and (c) an installation and service package, an annual 24/7 help desk support package, an annual hardware maintenance package, and various hosted solutions required by our merchant services provider. The Computer System will manage the daily workflow of the Blaze Pizza Restaurant, coordinate the customer ordering experience and other information. You must record all sales on the Computer System. For Non-Traditional Restaurants, if your POS System will record sales from third party businesses such as the host facility, your POS System must differentiate between your sales and those of the host facility. You must store all data and information in the Computer System that we designate, and report data and information in the manner we specify. The Computer System will generate reports on the Gross Sales of your Blaze Pizza Franchise and must run programs designated by us to allow us to extract the sales and product mix information of your Blaze Pizza Franchise. You must also maintain a business class Internet connection at the Restaurant. Business class Internet consists of a service with a service level agreement of minimal speed guarantee, uptime, and static IP, which guarantees service when needed.

We estimate the cost of purchasing the Computer System will be between $14,500 and $28,000. In addition to offering and accepting Blaze Pizza gift cards and loyalty cards, you must use any credit card vendors and accept all credit cards and debit cards that we determine. The term “credit card vendors” includes, among other things, companies that provide services for electronic payment, such as near field communication vendors (for example, “Apple Pay” and “Google Wallet”).

Restaurants will also be required to comply with EMV standards for credit cards. EMV is a technical standard for smart payment cards and for payment terminals and automated teller machines that can accept them. We estimate that each Restaurant will require two EMV terminals which are approximately $400 to $1,000 each. We estimate that the EMV software will have an activation fee of approximately $150 and an ongoing fee of $45 to $100 per month, per terminal.

You must use the training hardware and software that we periodically designate to operate your Blaze Pizza Franchise. You must obtain the Training Tablets and software that meet our specifications. Because the Training Tablets contain our proprietary information, we own and will lease the hardware to you and will maintain the information stored on the hardware through the license we have with our designated supplier. You will pay a monthly fee to us of $90 per Restaurant for two Training Tablets. This fee includes software license fees of $30/month ($15 per Training Tablet per month) and lease payments of $30 per Training Tablet per month ($60 per restaurant). You must also pay us a one-time initial setup fee (which includes protective cases and mounts) of $500.

You are required to purchase an OLO Tablet for each Restaurant. The OLO Tablet is used to access the OLO Administrator website for the purpose of serving customers who have submitted orders through online ordering. We estimate that the initial cost of each OLO Tablet to be approximately $100 to $200.

We are not required to provide you with any ongoing maintenance, repairs, upgrades, updates or support for the Computer System or OLO Tablets. You must arrange for installation, maintenance and support of the Computer System and OLO Tablets at your cost. You must purchase maintenance contracts from our approved suppliers including help desk support and hardware maintenance for approximately $845 annually (beginning after your first year) for help desk support, approximately $1,400 annually for hardware maintenance and approximately $400 per terminal for software and seven-day technician and parts coverage. You must also pay our designated supplier ongoing annual fees which are currently $4,572 for the hosted solutions if you do not use real time sales access software and $5,172 for hosted solutions with real time sales access software, including online ordering, gift cards, and network security services. You may add the option of a network switch and check printers for an approximate annual cost of $1,668. There are no limitations in the Franchise Agreement regarding the costs of such required support, maintenance repairs or upgrades relating to the Computer System or OLO Tablets. The cost of maintaining, updating or upgrading the Computer System or its components and the OLO Tablets will depend on your repair history, local costs of computer maintenance services in your area and technological advances which we cannot predict at this time. We estimate the annual costs to range between $2,698 and $4,993. We may revise our specifications for the Computer System and OLO Tablets periodically. You must upgrade or replace your Computer System and OLO Tablets at such time as specifications are revised. There is no limitation on the frequency and cost of this obligation.

We (or our designee) have the right to independently access the electronic information and data generated from the Computer System. There are no limitations on our right to access the information.

Training (Franchise Agreement, Article 6; MFA, Article 6)

Before opening your Restaurant to the public, we will provide the Blaze Standards Training Program ("BSTP") for up to three management persons and one Operating Principal, one Director of Operations and one Multi-Unit Supervisor for the first five Restaurants or until you have a BSCFTR or a BSCTM, whichever comes first. BSTP is provided by us at no charge, provided all persons attend BSTP at the same time. The BSTP for your Restaurant manager(s) consists of up to 50 hours per week of training over a period of up to two weeks. You must pay our then-current fee (currently $1,000) for training each additional person. In addition to BSTP, your Operating Principal, your Director of Operations (if any) and your Multi-Unit Supervisor (if any) must attend, and satisfactorily complete, an extra practice week at least 60 days before your Restaurant opens for business. The initial training program for an Operating Principal, a Director of Operations (if any) and a Multi-Unit Supervisor (if any) consists of up to 50 hours per week of training over a period of up to three weeks (which includes BSTP). If an Operating Principal and/or Multi-Unit Supervisor is replaced, we will not charge you a fee for training. You will not receive any compensation or reimbursement for services or expenses for participation in the initial training program. You are responsible for all your expenses to attend any training program, including lodging, transportation, food, uniforms, & training materials.

We plan to provide the training listed in the table below.

TRAINING PROGRAM

BSTP Training

Subject	Hours of Classroom Training	Hours of On-The- Job Training	Location
Labor Control, Operating Forms and Procedures	6	2	Corporate Headquarters (currently in Pasadena, California) or your BSCFTR
Blaze Standards Guidelines; Recipes; Customer Service, Cost of Goods Management	6	2	Corporate Headquarters (currently in Pasadena, California) or your BSCFTR

Subject	Hours of Classroom Training	Hours of On-The- Job Training	Location
Introduction to Kitchen Equipment; Preparation of Dough; Ingredient Ordering, Preparing & Storing	0	22	Corporate Headquarters (currently in Pasadena, California) or your BSCFTR
Make-Line Training	0	14	Corporate Headquarters (currently in Pasadena, California) or your BSCFTR
Oven Training	0	14	Corporate Headquarters (currently in Pasadena, California) or your BSCFTR
Restaurant Opening; Receiving Orders	0	4	Corporate Headquarters (currently in Pasadena, California) or your BSCFTR
Restaurant Opening; Preparing Menu Items	0	4	Corporate Headquarters (currently in Pasadena, California) or your BSCFTR
POS Training	1	3	Corporate Headquarters (currently in Pasadena, California) or your BSCFTR
Floor Control	0	18	Corporate Headquarters (currently in Pasadena, California) or your BSCFTR
Marketing; Administration; Exam	4	0	Corporate Headquarters (currently in Pasadena, California) or your BSCFTR
Total	17	83	

<u>Operating Principal, Director of Operations and Multi-Unit Supervisor (BCRM and Extra Practice Week)</u>

Subject	Hours of Classroom Training	Hours of On-The- Job Training	Location
Labor Control, Operating Forms and Procedures	6	2	Corporate Headquarters (currently in Pasadena, California)

Subject	Hours of Classroom Training	Hours of On-The- Job Training	Location
Blaze Standards Guidelines; Recipes; Customer Service, Cost of Goods Management	6	2	Corporate Headquarters (currently in Pasadena, California)
Introduction to Kitchen Equipment; Preparation of Dough; Ingredient Ordering, Preparing & Storing	0	22	Corporate Headquarters (currently in Pasadena, California)
Make-Line Training	0	14	Corporate Headquarters (currently in Pasadena, California)
Oven Training	0	14	Corporate Headquarters (currently in Pasadena, California)
Restaurant Opening; Receiving Orders	0	8	Corporate Headquarters (currently in Pasadena, California)
Restaurant Opening; Preparing Menu Items	0	8	Corporate Headquarters (currently in Pasadena, California)
POS Training	1	3	Corporate Headquarters (currently in Pasadena, California)
Floor Control	0	50	Corporate Headquarters (currently in Pasadena, California)
Marketing; Administration; Exam	4	0	Corporate Headquarters (currently in Pasadena, California)
Total	17	133	

In addition, shortly before and ending shortly after your Restaurant opens to the public, we will provide up to 40 hours per week over a period of up to two weeks of on-site training ("On-Site Training") which consists of:

Subject	Hours of Classroom Training	Hours of On-The- Job Training	Location
Employee Training	0	32	Your Restaurant
Training; Family & Friends Preview	0	8	Your Restaurant
Soft Opening (Day 1)	0	8	Your Restaurant
Opening Week (includes free pizza day)	0	32	Your Restaurant
Total	0	80	

We reserve the right to vary the length and content of the initial training program based upon the experience and skill level of the individual attending the initial training program. We will use the Blaze Standards Guidelines as the primary instruction materials during the initial training program. We do not have a set schedule for the training classes and we hold initial training classes as needed to train new franchisees. Training is conducted by members of our headquarters and operations team under the supervision of Jim Bitticks who has been in charge of training for Blaze Pizza Restaurants since March 2013. Prior to joining us, Mr. Bitticks was employed by CKE Restaurants (Carl's Jr) for over 15 years. While at CKE Restaurants, Mr. Bitticks held various supervisory positions including District Manager, Regional Manager, Franchise Consultant and Vice President of Operations. He will supervise the initial training and new restaurant opening training. Additional employees who have direct experience in areas of operation of a Blaze Pizza Restaurant (for example, opening, operations or systems management) will assist Mr. Bitticks with the development and administration of the initial training program and new restaurant opening program.

Ongoing Training

From time to time, we may require that you, your managers and other employees attend system-wide refresher or additional training courses and/or meetings. Some of these courses and/or meetings may be optional while others may be required. If you appoint a new manager, that person must attend and successfully complete our initial training program before assuming responsibility for the management of your Blaze Pizza Restaurant. You must pay our then-current fee (Item 6 has more information on this fee) for training replacement personnel. If we conduct an inspection of your Restaurant and determine you are not operating in compliance with the Franchise Agreement, we may require that you attend remedial training that addresses your operational deficiencies. You may also request that we provide additional training (either at our corporate location or at your Restaurant) and you may be required to pay additional fees for this training.

ITEM 12
TERRITORY

Franchise Agreement or MFA and MFA Rider

You may operate the Blaze Pizza Restaurant only at the accepted location. The accepted location for your Restaurant will be listed in the Franchise Agreement or MFA Rider. If you have not identified an accepted location for the Restaurant when you sign the Franchise Agreement or MFA Rider, we will amend the Franchise Agreement or MFA Rider after you select and we accept the accepted location. You are not guaranteed any specific accepted location and you may not be able to obtain your top choice as your accepted location. You may not conduct your business from any other location. You may not relocate the accepted location without our prior written approval. We may approve a request to relocate a Traditional Restaurant in accordance with the provisions of the Franchise Agreement that provide for the relocation of the Restaurant, and our then-current site selection policies and procedures. You may not relocate a Non-Traditional Restaurant operated under the MFA or any MFA Rider.

We may provide certain limited protected rights within a defined territory ("Territory"). If not, your rights will be limited to the specific street address of your Traditional Restaurant. If we grant you any rights they will be described Section 2.3 and Attachment "A" to your Franchise Agreement. Your Territory, if any, will be determined by us, in our sole discretion as we consider appropriate under the circumstances, and may be a specified radius surrounding the Traditional Restaurant, a geographic area described by zip codes, streets, highways, or other written description in Attachment "A" of your Franchise Agreement. If you receive protected rights, during the term of your Franchise Agreement, we will not open or operate, or license others to own or operate, any Blaze Pizza Traditional Restaurant (defined below) in your Territory.

If you open a Non-Traditional Restaurant under the MFA or MFA Rider, you will not receive a Territory.

You will not receive an "exclusive" territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. For example, marketing programs and customers may cross over territory boundaries.

We reserve all rights not expressly granted in the Franchise Agreement and in the MFA. For example, we may own, operate and authorize others to own or operate: (a) Blaze Pizza Restaurants any location outside of your Territory; (b) Blaze Pizza Restaurants at Non-Traditional Venues (described above) at any location (without regard to the proximity to your Restaurant); (c) restaurants or other businesses operating under names other than "Blaze Pizza," at any location, and of any type whatsoever, within or outside the Territory, without regard to the proximity to your Restaurant; and (d) in any shopping center or mall which is over 500,000 square feet in size provided that we have given, and you have not accepted, a right of first refusal for at least seven days to execute a franchise agreement, on our then-current form and pay the then-current initial franchise fee, to open a Blaze Pizza Restaurant. In addition, we reserve the right to acquire, or be acquired by any competing system, including a system that has one or more units in your Territory.

You must follow our delivery and catering policies and procedures in our Blaze Standards Guidelines, which may require you to provide catering and delivery services. You are not guaranteed any specific territory or area for catering or delivery. We may require you to discontinue catering or delivery services. We may expand, contract or eliminate any delivery or catering territory that we provide you. Our delivery and catering policies and procedures may allow you to provide catering and delivery services in the territories of other Blaze Pizza Restaurants without compensating the operator of those restaurants. These policies may also allow other Blaze Pizza Restaurants to provide catering and delivery services in your Territory without compensating you. We may impose restrictions in the future that prevent you from providing catering and delivery services outside of your Territory.

We may sell products under the "Blaze Pizza" and "Fast Fire'd" trademarks or any other trademarks, regardless of proximity to your Restaurant, through any method of distribution; including, sales through such channels of distribution as grocery stores, supermarkets, convenience stores, the Internet, delivery, catering, catalog sales, telemarketing, or other direct marketing sales (together, "Alternative Distribution Channels"). You may not use Alternative Distribution Channels to make sales and you will receive no compensation for our sales through Alternative Distribution Channels.

You may solicit or accept business from customers located anywhere, but you may not use Alternative Distribution Channels. We may, but are not required to, allow you to offer, sell or provide delivery services or catering services in the Territory including in contiguous areas we may from time to time expressly authorize in writing, only if and for so long as we may consent in writing, which may be granted or denied in our sole discretion and be subject to such terms and conditions as we may establish, which may include restrictions regarding the types of products and services you may offer and the geographic area in which you may provide such delivery and/or catering services.

You do not receive the right to acquire additional Blaze Pizza Franchises unless you purchase the right in your Area Development Agreement. Except as provided above, you are not given a right of first refusal on the sale of existing Blaze Pizza Franchises.

Area Development Agreement

Under the Area Development Agreement, we grant you the right to develop and operate a specified number of Traditional Restaurants at locations in a specified Development Area, subject to our approval. Your Development Area may already include existing Blaze Pizza Restaurants, and you may not develop a Blaze Pizza Restaurant that infringes on the territorial rights of existing Blaze Pizza Restaurants. The Development Area may be one or more cities, counties, states or some other defined area. During the term of the Area Development Agreement, we will not operate or grant a license or franchise to any other person to operate a Traditional Restaurant in your Development Area; however, we reserve the right to operate or license or franchise any other person to operate a Restaurant: (a) at any location outside your defined Development Area, including immediately adjacent to the Development Area; (b) at any Non-Traditional Venue, even if located within your Development Area; and (c) at any shopping center or mall over 500,000 square feet within your Development Area, provided we have offered you a right of first refusal for at least seven days to sign a Franchise Agreement and pay the initial franchise fee for a Blaze Pizza Restaurant. We may: (a) own or operate, and franchise or license others to own or operate restaurants operating under names other than Blaze Pizza at any location, and of any type or category whatsoever, even if located within your Development Area; and (b) produce, license, distribute and market Blaze Pizza or "Fast Fire'd" brand named products, and products bearing other marks, including food and beverage products, books, clothing, souvenirs and novelty items, at or through any location or outlet, including grocery stores, supermarkets and convenience stores (including if located within the Development Area), and through any distribution channel, at wholesale or retail, including by means of mail order catalogs, direct mail advertising, internet marketing and other distribution methods. We also reserve the right to acquire, or be acquired by, any competing system, including a competing system that has one or more units in your Development Area. Until the termination or expiration of your Area Development Agreement, you retain your right of exclusivity as long as you comply with your Development Schedule and other obligations under the Area Development Agreement.

You will not receive an exclusive Development Area. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

If you fail to meet any of your obligations under the Area Development Agreement, including the development obligations, or commit a material breach of any Franchise Agreement that you have signed, or a material breach of any other agreement with us, we may terminate your right to develop, open and operate Restaurants in your Development Area, but the termination of your right to develop your Development Area will not terminate any rights granted under the Franchise Agreements then in effect between you and us, absent a breach of the Franchise Agreement itself. Alternatively, we may reduce the size of your Development Area, at our sole discretion.

After the expiration of the term of your Area Development Agreement, we may own, operate, or franchise or license others to operate additional Restaurants anywhere, without restriction, including in your former Development Area, subject to the rights granted to you in the Territory established under any then-existing Franchise Agreement, provided that, if you determine that further development of your Development Area is desirable after the term of your agreement, you must notify us in writing, including the number of proposed Restaurants and the proposed development schedule, within 180 days before the expiration of your Area Development Agreement. If we determine that your proposed additional development is unacceptable in any respect, we will negotiate with you in good faith for 60 days to try to agree upon a mutually acceptable development schedule. If we determine that your proposed additional development is acceptable or if you and we reach an agreement on an alternative additional development obligation, you will have the right to enter into a new Area Development Agreement and undertake additional development of your Development Area. If you do not exercise your right to enter into a new area development agreement, we may own, operate, franchise or license other to operate additional Restaurants in your former Development Area subject only to the territorial rights reserved to you in the individual Franchise Agreements.

ITEM 13
TRADEMARKS

The Franchise Agreement and your payment of Royalties grant you the non-exclusive right and license to use the System, which includes the use of the Blaze Pizza trademarks ("Marks"). Your use of the Marks is limited to the operation of a Blaze Pizza Restaurant in accordance with the System. We own the following trademark registrations on the principal register of the United States Patent and Trademark Office ("USPTO"):

Trademark	Registration Number	Date of Registration	Status
	5,395,638	February 6, 2018	Registered on the Principal Register
BLAZE PIZZA FAST-FIRE'D	5,345,319	November 28, 2017	Registered on the Principal Register
	5,328,871	November 7, 2017	Registered on the Principal Register

Trademark	Registration Number	Date of Registration	Status
FAST FIRE’D BLAZE PIZZA	5,328,870	November 7, 2017	Registered on the Principal Register
BLAZE PIZZA	5,328,869	November 7, 2017	Registered on the Principal Register
BLAZE	5,316,394	October 24, 2017	Registered on the Principal Register
CULTIVATE FANATICS	5,213,678	May 30, 2017	Registered on the Principal Register
	5,151,008	February 28, 2017	Registered on the Principal Register
	5,089,508	November 29, 2016	Registered on the Principal Register
NONCONFORMISTS, KEEP UP THE GOOD WORK	4,991,285	July 5, 2016	Registered on the Principal Register
S’MORE PIE	4,948,199	April 26, 2016	Registered on the Supplemental Register
INTELLIGENT CHOICES FOR OUR PIZZAS, PEOPLE AND PLANET	4,873,746	December 22, 2015	Registered on the Principal Register
ART LOVER	4,870,646	December 15, 2015	Registered on the Principal Register
GREEN STRIPE	4,870,645	December 15, 2015	Registered on the Principal Register
WHITE TOP	4,870,644	December 15, 2015	Registered on the Principal Register

Trademark	Registration Number	Date of Registration	Status
THERE IS NO WRONG WAY TO PLAY	4,870,642	December 15, 2015	Registered on the Principal Register
UNFOLLOW THE RULES	4,870,637	December 15, 2015	Registered on the Principal Register
FAST-FIRE'D BLAZE PIZZA	4,291,585	February 13, 2013	Registered on the Principal Register
BLAZE PIZZA	4,285,626	February 5, 2013	Registered on the Principal Register
BLAZE PIZZA	4,227,808	October 16, 2012	Registered on the Principal Register
FAST-FIRE'D	4,227,831	October 16, 2012	Registered on the Principal Register

Blaze Pizza, LLC has applied to register the following trademarks with the USPTO:

Mark	Serial No.	Filing Date	Status
LEGIT PIZZA. BLAZIN' FAST	88111912	September 11, 2018	Pending on the Principal Register
KEEPIN' IT REAL	87275383	December 20, 2016	Pending on the Principal Register

There are no effective adverse material determinations of the USPTO, the Trademark Trial and Appeal Board, or the trademark administrator of any state or any court. Except as discussed below, there are no pending infringement, opposition, or cancellation proceedings or material litigation involving the Marks. All required affidavits have been filed.

On October 11, 2017, Hampshire Pizza, Inc. ("Hampshire") filed an opposition proceeding with the Trademark Trial and Appeal Board opposing registration of the KEEPIN' IT REAL Mark (Serial No. 87275383). Hampshire alleges likelihood of confusion with its registered trademark KEEP IT REAL. We deny any likelihood of consumer confusion or potential trademark infringement. The opposition proceeding remains pending. If Hampshire were able to establish priority and likelihood of confusion, it could adversely affect your use of the KEEPIN' IT REAL Mark.

No agreement significantly limits our right to use or license the Marks in any manner material to the Blaze Pizza Restaurant. We do not know of any superior prior rights or infringing uses that could materially affect your use of the trademarks. You must follow our rules when using the Marks. You cannot use our name or Mark as part of a corporate name or with modifying words, designs, or symbols unless you receive our prior written consent. You may not use the Marks in the sale of unauthorized services or products or in any manner we do not authorize. You may not use the Marks in any advertising for the transfer, sale, or other disposition of the Blaze Pizza Restaurant, or any interest in the Franchise. All rights and goodwill from the use of the Marks accrue to us. If it becomes advisable, at any time, for us and/or you to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions within a reasonable time after receiving notice. We will not reimburse you for your direct expenses of changing signage, for any loss of revenue, or other indirect expenses due to any modified or discontinued Mark, or for your expenses of promoting a modified or substituted trademark or service mark.

We will defend you against any claim brought against you by a third party that your use of the Marks, in accordance with the Franchise Agreement, infringes upon that party's intellectual property rights. We may require your assistance, but we will exclusively control any proceeding or litigation relating to our Marks. We have no obligation to pursue any infringing users of our Marks or protect you against unfair competition arising out of your use of the Mark. We are not required to indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving the Mark, or if the proceeding is resolved unfavorably to you. If we learn of an infringing user, we will take the action appropriate, but we are not required to take any action if we do not feel it is warranted. You must notify us within three days if you learn that any party is using (or claims the right to use) the Marks or a trademark that is confusingly similar to the Marks. We have the sole discretion to take such action as we deem appropriate to exclusively control any litigation or administrative proceeding involving a trademark licensed by us to you.

You must not directly or indirectly contest our right to the Marks. We may acquire, develop, and use additional marks not listed here, and may make those marks available for your use and for use by other franchisees.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

The information in the Blaze Standards Guidelines is proprietary and is protected by copyright and other laws. The designs contained in the Marks, the layout of our advertising materials, the ingredients and formula of our products and recipes, and any other writings and recordings in print or electronic form are also protected by copyright and other laws. Although we have not applied for copyright registration for the Blaze Standards Guidelines, our advertising materials, the content and format of our products or any other writings and recordings, we claim common law and federal copyrights in these items. We grant you the right to use this proprietary and copyrighted information ("Copyrighted Works") for your operation of your Blaze Pizza Franchise, but such copyrights remain our sole property.

There are no effective determinations of the United States Copyright Office or any court regarding any Copyrighted Works of ours, nor are there any proceedings pending, nor are there any effective agreements between us and third parties pertaining to the Copyrighted Works that will or may significantly limit using our Copyrighted Works.

Our Blaze Standards Guidelines, electronic information and communications, sales and promotional materials, the development and use of our System, standards, specifications, policies, procedures, information, concepts and systems on, knowledge of, and experience in the development, operation and franchising of Blaze Pizza Franchises, our training materials and techniques, information concerning Product and service sales, operating results, financial performance and other financial data of Blaze Pizza Franchises and other related materials are proprietary and confidential ("Confidential Information") and are our property to be used by you only as described in the Franchise Agreement and the Blaze Standards Guidelines. Where appropriate, certain information has also been identified as trade secrets ("Trade Secrets"). You must maintain the confidentiality of our Confidential Information and Trade Secrets and adopt reasonable procedures to prevent unauthorized disclosure of our Trade Secrets and Confidential Information.

We will disclose parts of the Confidential Information and Trade Secrets to you as we deem necessary or advisable for you to develop your Blaze Pizza Franchise during training and in guidance and assistance furnished to you under the Franchise Agreement, and you may learn or obtain from us additional Confidential Information and Trade Secrets during the term of the Franchise Agreement. The Confidential Information and Trade Secrets are valuable assets of ours and are disclosed to you on the condition that you, and your owners if you are a business entity, and employees agree to maintain the information in confidence by entering into a confidentiality agreement we can enforce. Nothing in the Franchise Agreement will be construed to prohibit you from using the Confidential Information or Trade Secrets in the operation of other Blaze Pizza Franchises during the term of the Franchise Agreement.

You must notify us within three days after you learn about another's use of language, a visual image or a recording of any kind, that you perceive to be identical or substantially similar to one of our Copyrighted Works or use of our Confidential Information or Trade Secrets, or if someone challenges your use of our Copyrighted Works, Confidential Information or Trade Secrets. We will take whatever action we deem appropriate, in our sole and absolute discretion, to protect our rights in and to the Copyrighted Works, Confidential Information or Trade Secrets, which may include payment of reasonable costs associated with the action. However, the Franchise Agreement does not require us to take affirmative action in response to any apparent infringement of, or challenge to, your use of any Copyrighted Works, Confidential Information or Trade Secrets or claim by any person of any rights in any Copyrighted Works, Confidential Information or Trade Secrets. You must not directly or indirectly contest our rights to our Copyrighted Works, Confidential Information or Trade Secrets. You may not communicate with anyone except us, our counsel or our designees regarding any infringement, challenge or claim. We will take action as we deem appropriate regarding any infringement, challenge or claim, and the sole right to control, exclusively, any litigation or other proceeding arising out of any infringement, challenge or claim under any Copyrighted Works, Confidential Information or Trade Secrets. You must sign any and all instruments and documents, give the assistance and do acts and things that may, in the opinion of our counsel, be necessary to protect and maintain our interests in any litigation or proceeding, or to protect and maintain our interests in the Copyrighted Works, Confidential Information or Trade Secrets.

No patents or patents pending are material to us at this time.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

If you are an individual, you must directly supervise the franchise business on its premises. If you are not an individual, you must designate an "Operating Principal" acceptable to us who will be principally responsible for communicating with us about business, operational and other ongoing matters concerning your Restaurant. The Operating Principal must have the authority and responsibility for the day-to-day operations of your Restaurant. If you sign a Franchise Agreement and/or Area Development Agreement with us, the Operating Principal must have at least 10% equity. There is no equity requirement for the Operating Principal if you operate Non-Traditional Restaurants under the MFA.

If you are opening more than one Restaurant, you will be required to have a "Director of Operations." The Director of Operations is responsible for the running the operations of all of your restaurants. The Director of Operations and Operating Principal may be the same person, depending on the role of the Operating Principal and depending on the number of Restaurants.

Operators with two or more Restaurants have the option to hire one or more "Multi-Unit Supervisors" who are responsible for supervising the day-to-day operations for two or more of your Restaurants and report to the Director of Operations. The Multi-Unit Supervisor may also be a Restaurant manager.

You must have at least three BSCRM managers in your first Restaurant in a new Development Area for at least the first 30 days of operation, and you must have a minimum of two BSCRM certified managers for subsequent Restaurants in the same Development Area for at least the first 30 days of operation, and then a minimum of one BSCRM certified manager per Restaurant from then on. Your Operating Principal, if applicable, must, unless otherwise agreed in writing, (a) devote 100% of his or her time and best efforts solely to the operation of your Restaurant; (b) meet our educational, experience, financial and other reasonable criteria for the position, as contained in the Blaze Standards Guidelines or otherwise in writing; (c) be an owner with 10% or more (direct or indirect) of your equity or voting rights; and (d) be accepted by us.

At our request, your Operating Principal, Director of Operations, Multi-Unit Supervisor(s) and manager(s) of your Restaurant must sign a written statement to confidentiality agreement (see Exhibit I) regarding the trade secrets described in Item 14 and to conform with the covenants not to compete described in Item 17.

Each individual who owns a 10% or greater interest in the franchisee entity must sign a Continuing Guaranty (Attachment C of the Franchise Agreement) assuming and agreeing to discharge all obligations of the Franchisee under the Franchise Agreement. There is no Continuing Guaranty requirement under the MFA for Non-Traditional Restaurants.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must sell or offer for sale only those services and products authorized by us, and which meet our standards and specifications. Authorized products may differ among our franchisees, and may vary depending on the operating season and geographic location of your Restaurant or other factors. You must follow our policies, procedures, methods and techniques. You must sell or offer for sale all types of services and products specified by us. We may change or add to our required services and products, at our discretion, with prior notice to you. There are no limitations on our rights to make changes to the required services and products offered. If we change or add to our required services and products, the changes or additions will remain in permanent effect, unless we specify otherwise. The amount you must pay for the changes or additions will depend upon the nature and type of changes or additions. You must discontinue selling and offering for sale any services or products that we disapprove. We reserve the right to establish minimum and maximum resale prices for use with multi-area marketing programs and special price promotions. At our request, you must also sell certain test products and/or offer certain test services. If you are asked to do so, you must provide us with reports and other relevant information regarding the test products and services. Unless specifically directed by us in writing, you must participate in all advertising, marketing, secret shopper programs, promotions, research and public relations programs instituted by the Creative Fund.

You may not establish an account or participate in any social networking sites (including, without limitation, Facebook, Twitter, Instagram or any other social or professional networking site or blog) or mention or discuss the franchise, us or any of our affiliates, without our prior written consent and as subject to our online policy. Our online policy may completely prohibit you from any use of the Marks in social networking sites or other online use. You may not sell products through other alternative channels of distribution. Otherwise, we place no restrictions upon your ability to serve customers provided you do so from the location of your Blaze Pizza Restaurant in accordance with our policies.

ITEM 17
RENEWAL, TERMINATIONS, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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.

FRANCHISE AGREEMENT

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Article 3.1	Ten years from date the Restaurant first opens to the public.
b. Renewal or extension of the term	Article 3.2, 3.3	If you are in good standing, you may enter into two successor franchise agreements, each with a ten year term. You may be asked to sign a contract with materially different terms and conditions that your original contract. You have no further right to enter into additional successor franchise agreements, but may apply for the right to operate a Restaurant pursuant to a new franchise agreement.

Provision	Section in Franchise Agreement	Summary
c. Requirements for franchisee to renew or extend	Articles 3.2 - 3.4	We use the term "renewal" to refer to extending our franchise relationship at the end of your initial term (and any other renewal or extension of the initial term) and you must, at our option, sign a new franchise agreement that may have materially different terms and conditions than your original contract. You must have complied with your obligations during the term of your Franchise Agreement, must undertake remodeling to comply with our then-currents standards, must not have committed three or more material defaults of your Franchise Agreement during any 36 month period, must comply with our then-current training requirements, must sign a general release and successor franchise agreement, which may differ from the current form of franchise agreement, must pay a renewal fee which will be an amount equal to 50% of the then-current Initial Franchise Fee.
d. Termination by franchisee	Article 14.8	You may terminate if we materially default, and if we do not cure the default within 60 days after our receipt or written notice from you detailing the alleged default.
e. Termination by Franchisor without cause	None	Not Applicable.
f. Termination by Franchisor with cause	Articles 14.1 – 14.7	We can terminate only if you default under your Franchise Agreement.
g. "Cause" defined – curable defaults	Article 14.4	You have ten days to cure non-payment of fees and 30 days to cure defaults not listed in Section 14.2 or 14.3 of your Franchise Agreement.
h. "Cause" defined – non-curable defaults	Articles 14.2 – 14.3	Non-curable defaults: (i) bankruptcy or insolvency; (ii) unsatisfied judgment; (iii) seizure, take-over or foreclosed upon (iv) a levy of execution of attachment up on Franchise Agreement or upon any property used in the franchised Restaurant; (v) unreleased mechanics lien or if any person commences any action to foreclose; (vi) if you allow or permit any judgment to be entered against us, arising out of or relating to the operation of the franchised Restaurant; (vii) a condemnation or transfer in lieu of condemnation has occurred; (viii) imminent danger to the public health / health and safety violations; (ix) conviction, pleads guilty or nolo contendere to a felony or any other crime or offense; (x) failure to comply with your confidentiality or non-competition provisions of your franchise agreement; (xi) abandonment; (xii) Assignment without our consent; (xiii) repeated defaults, even if cured; (xiv) violation of law which is not cured within ten days; (xv) sale of unauthorized products; (xvi) knowingly maintaining false books, underreporting or under recording of Gross Sales, certain underreporting or under recording; (xvii) trademark

Provision	Section in Franchise Agreement	Summary
		and confidential information misuse; (xviii) misrepresentations in connection with the acquisition of the Agreement; (xix) failing to complete training; and (xx) failing to meet the Financial Covenants.
i. Franchisee's obligations on termination/non-renewal	Article 15	You must stop using our Marks; pay all amounts due to us; return the Blaze Standards Guidelines, all training and promotional material to us; make cosmetic changes to your Restaurant so that it no longer resembles our proprietary design; at our election, sell such equipment and furnishings that we designate to us, assign to us or our designee (or, at our election, terminate) all voice and data telephone numbers used in connection with your Restaurant; authorize and instruct the telephone company and all listing agencies of the termination of your right to use any telephone number or listing associated with your Restaurant and authorize and instruct the telephone companies and listing agencies to transfer and assign the telephone numbers and directory listing to us, sign and deliver to us all documents that must be filed with any governmental agency indicating that you are no longer licensed to use our Marks. See also "r" below.
j. Assignment of contract by Franchisor	Article 13.1	No restriction on our right to assign.
k. "Transfer" by franchisee – defined	Article 13.2.1	Includes transfer of the agreement or change in ownership of a franchisee which is an entity.
l. Franchisor approval of transfer	Article 13.2	Transfers require our express written consent.
m. Conditions for franchisor approval of transfer	Articles 13.2 - 13.4	New franchisee: must qualify, assume the Franchise Agreement or sign a new Franchise Agreement, complete training and pay our training fee, and refurbish the Restaurant. You must provide us with an estoppel agreement and a list of all persons having an interest in the Franchise Agreement or in the Franchisee, pay all amounts then-due to us, sign a general release, provide us with all documents relating to the transfer, disclose to us all material information that we request regarding the transferee, the purchase price, and the terms of the transfer, must not be in default of the Franchise Agreement, and pay a transfer fee and reimburse our broker fees. (See also "r" below). If the Franchise Agreement was signed pursuant to an Area Development Agreement and you operate three or fewer Restaurants, all Franchise Agreements operated under the Area Development Agreement must be assigned to the same assignee. If the Franchise Agreement was signed pursuant to an Area Development Agreement and you operate four or more Restaurants, at least half of the Restaurants operated under the Area Development

Provision	Section in Franchise Agreement	Summary
		Agreement must be assigned to the same assignee. With our written consent, you may transfer a franchise agreement to an entity of which you directly own 100% interest for convenience of ownership. If the new franchisee is a business entity, all holders of a 10% or greater interest in the new franchisee must sign a guaranty. You must reimburse us for all costs and expenses that we incur in connection with such a transfer, including attorneys' fees. Before shares of a Franchisee which is a business entity may be offered by private offering, you must provide us with copies of all offering materials; indemnify us, officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each in connection with the offering; and pay us a non-refundable fee of 50% of our then-current initial franchise fee or a greater amount if necessary to reimburse us for our costs and expenses associated with reviewing the proposed offering.
n. Franchisor's right of first refusal to acquire franchisee's business	Article 13.2.3(c)	We can match any offer for your business.
o. Franchisor's option to purchase franchisee's business	Article 15	Upon termination or expiration of your Franchise Agreement, we may purchase such equipment and furnishings as we designate that are associated with your Restaurant at your net depreciated book value, using a five-year straight line amortization period, but not less than 10% of your actual cost. Other than assets on termination or expiration, non-renewal, or right of first refusal, we have no right or obligation to purchase your business.

Provision	Section in Franchise Agreement	Summary
p. Death or disability of franchisee	Article 14.3.2	Your heirs have nine months after your death or legal incapacity to enter into a new franchise agreement, if the heirs meet our standards and qualifications. If your heirs do not meet our standards and qualifications, the heirs may sell to a person approved by us. See "m" above.
q. Non-competition covenants during the term of the franchise	Article 12.1	Cannot engage in "Competitive Activities" defined as: owning, operating, lending to, advising, being employed by, or having a financial interest in any Restaurant or business that engages in the production or sale at retail or wholesale of any pizza product or featured menu item which is now or in the future an Authorized Blaze Pizza Product, other than Blaze Pizza franchised Restaurant. "Competitive Activities" do not include: the direct or indirect ownership, solely as an investment, of securities of any entity which is traded on any national securities exchange if the owner of the securities (i) is not a controlling person of, or a member of a group which controls, such entity; and (ii) does not, directly or indirectly own 5% or more of any class of securities of such entity.
r. Non-competition covenants after the franchise is terminated or expires	Article 12.1	Except with our express written consent, no involvement in any Competitive Activities, as defined above, for 24 months or within a five mile radius of any then-existing Restaurant.
s. Modification of the agreement	Article 19.8	The Franchise Agreement may be modified only by written agreement between the parties.
t. Integration/Merger clause	Article 19.8	Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Article 18	You and we agree to attempt to resolve any dispute pursuant to mediation held in the city where our principal place of business is located (currently Pasadena, California), prior to commencing arbitration, except for claims for monies owed to us or for infringement of trademark, trade secrets or violation of restrictive covenants, or for injunctive relief.
v. Choice of forum	Articles 18.2 and 19.14	Except for certain claims and subject to state law, you and we agree that the jurisdiction where our principal place of business is located (currently Pasadena, California) will be the venue for any arbitration under the Franchise Agreement, and you and we both waive the right to a trial by jury. Unless prohibited by local law, arbitration and litigation must be in Los Angeles, California.
w. Choice of law	Article 19.7	The laws of the state where the Franchisee's Blaze Pizza Restaurant is located apply, subject to applicable state law.

This table lists certain important provisions of the Area Development Agreement. You should read these provisions in the agreement attached to this disclosure document.

AREA DEVELOPMENT AGREEMENT

Provision	Section in Area Development Agreement	Summary
a. Term of the license	Article 4.1	Typically five years or until you sign a Franchise Agreement for your last Restaurant necessary to satisfy your Development Obligation, whichever is earlier.
b. Renewal or extension of the term	Articles 2.4 and 4.2	You do not have the right to renew your Area Development Agreement. However, if we determine that further development of your Development Area is desirable, if you are in good standing and you are not in default under your Area Development Agreement, we will offer you the opportunity to develop additional Restaurants. Unless we consent, you may not open more than the total number of Restaurants comprising your Development Obligation.
c. Requirements for you to renew or extend	Articles 4.3 and 4.4	Unless we choose, in our sole discretion, to amend your current Area Development Agreement to extend the term, you must sign a new Area Development Agreement on our then-current form, which will contain your additional development obligation. You and your affiliates who have a currently existing franchise agreement or area development agreement with us must not be in default, demonstrated financial ability to perform additional development, performed current development obligations, meet then-current area developer qualifications, and sign a general release.
d. Termination by you	None	Not Applicable.
e. Termination by Us without cause	None	Not Applicable.
f. Termination by Us with cause	Article 9.1	We can terminate if you or any of your affiliates materially default under the Area Development Agreement, an individual Franchise Agreement, or any other agreement with us.
g. "Cause" defined - defaults which can be cured	Article 9.1	You have ten days to cure non-payment of fees and 30 days to cure any other default, provided that in the case of a breach or default in the performance of your obligations under any Franchise Agreement or other agreement, the notice and cure provisions of such agreement will control.
h. "Cause" defined - defaults which cannot be cured	Article 9.1	Non curable defaults include: unapproved transfers; failure to meet development obligations, any breach of non-competition provisions, failure to meet development obligations, any default under any other agreement with us, and failure to meet Financial Covenants.

Provision	Section in Area Development Agreement	Summary
i. Your obligations on termination/non-renewal	Article 4.5	You will have no further right to develop or operate additional Restaurants which are not, at the time of termination, the subject of a then-existing Franchise Agreement between you and us. You may continue to own and operate all Restaurants pursuant to then-existing Franchise Agreements.
j. Assignment of contract by Us	Article 7.1	No restriction on our right to assign.
k. "Transfer" by you - definition	Article 7.3	Includes transfer of the agreement or change in ownership of a franchisee which is an entity.
l. Our approval of transfer by you	Article 7.3	Transfers require our express written consent, which consent may be withheld for any reason whatsoever in our sole judgment.
m. Conditions for our approval of transfer	Articles 7.2 and 7.3	Except as describe below, you may not transfer your Area Development Agreement or any Franchise Agreement signed pursuant to the Area Development Agreement except with our written consent and a simultaneous assignment of the Area Development Agreement and all Franchise Agreements signed pursuant to the Area Development Agreement to the same assignee. With our written consent, you may transfer a franchise agreement to an entity of which you directly own 100% interest for convenience of ownership. If the new franchisee is a business entity, all holders of a 10% or greater interest in the new franchisee must sign a guaranty. You must reimburse us for all costs and expenses that we incur in connection with such a transfer, including attorneys' fees. At our election, the assignee must sign our then-current form of Franchise Agreement for each Restaurant then developed or under development. Before shares of a Franchisee which is a business entity may be offered by private offering, you must provide us with copies of all offering materials; indemnify us, our officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each in connection with the offering; and pay us a non-refundable fee of 50% of our then-current initial franchise fee or a greater amount if necessary to reimburse us for our costs and expenses associated with reviewing the proposed offering.
n. Our right of first refusal to acquire your business	Article 7.3	We can match any offer for your business.

Provision	Section in Area Development Agreement	Summary
o. Our option to purchase your business	N/A	Not Applicable.
p. Your death or disability	Article 9.1	Your heirs have nine months days after your death or legal incapacity to assign the Area Development Agreement to a person acceptable to us. See also "m" above.
q. Non-competition covenants during the term of the franchise	Article 8.1	Unless we otherwise consent, you can not engage in "Competitive Activities" defined as owning, operating, lending to, advising, being employed by, or having any financial interest in (i) any Restaurant or business that specializes in preparation, production or sale, at retail or wholesale, of any pizza product or any other featured menu item which is now or in the future an Authorized Blaze Pizza Product, other than a Restaurant operated pursuant to a validly subsisting franchise agreement with us. "Competitive Activities" does not include the direct or indirect ownership solely as an investment, of securities of any entity which are traded on any national securities exchange if applicable owner thereof (i) is not a controlling person of, or a member of a group which controls, the entity and (ii) does not, directly or indirectly, own 5% or more of any class of securities of the entity.
r. Non-competition covenants after the franchise is terminated or expires	Article 8.2	Except with our express written consent, no involvement in any Competitive Activities, as defined above, for 24 months within the Development Area.
s. Modification of the agreement	Article 11.9	The agreement may be modified only by written agreement between the parties.
t. Integration/merger clause	Article 11.9	Only the terms of the area development agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and area development agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Article 10	Before either of us may file for arbitration, you and we agree to attempt to resolve any dispute pursuant to mediation held in the principal city closest to our principal place of business (currently Pasadena, California) and the mediation will be governed in accordance with Rules of Practice and Procedure of Judicial Arbitration & Mediation Services, Inc., unless otherwise agreed.
v. Choice of forum	Articles 10.1,10.2 and 11.15	Before either of us may file arbitration, you and we agree to attempt to resolve any dispute pursuant to mediation held in the principal city closest to our principal place of business (currently Pasadena, California) and the mediation will be governed in accordance with Rules of Practice and Procedure of Judicial Arbitration & Mediation Services, Inc., unless otherwise agreed. Unless prohibited by local law, litigation must be in Los Angeles, California.

Provision	Section in Area Development Agreement	Summary
w. Choice of law	Article 11.8	The laws of the state where the Area Development Franchise is located apply, subject to applicable state law.

This table lists certain important provisions of the Master Franchise Agreement for Non-Traditional Locations. You should read these provisions in the agreement attached to this disclosure document.

MASTER FRANCHISE AGREEMENT FOR NON-TRADITIONAL LOCATIONS

Provision	Section in Master Franchise Agreement for Non-Traditional Locations	Summary
a. Term of the license	Article 3	Commences on the Effective Date and expires on the Rider Expiration Date set forth in the first Non-Traditional Rider executed under the Master Franchise Agreement for Non-Traditional Locations unless sooner terminated or extended.
b. Renewal or extension of the term	Article 3	You do not have the right to renew your Master Franchise Agreement for Non-Traditional Locations. However, if we determine that you are in good standing and you are not in default under your Master Franchise Agreement for Non-Traditional Locations, we may offer you the opportunity to extend the agreement by execution of subsequent Non-Traditional Restaurant Riders.
c. Requirements for you to renew or extend	N/A	Not Applicable.
d. Termination by you	Article 14	You may terminate if we materially default, and if we do not cure the default within 60 days after our receipt or written notice from you detailing the alleged default.
e. Termination by Us without cause	None	Not Applicable.
f. Termination by Us with cause	Article 14	We can terminate only if you default under your Franchise Agreement.
g. "Cause" defined - defaults which can be cured	Article 14	You have ten days to cure non-payment of fees and 30 days to cure defaults not listed in Section 14.2 or 14.3 of your Master Franchise Agreement for Non-Traditional Locations.

Provision	Section in Master Franchise Agreement for Non-Traditional Locations	Summary
h. “Cause” defined - defaults which cannot be cured	Article 14	Non-curable defaults: (i) bankruptcy or insolvency; (ii) unsatisfied judgment; (iii) seizure, take-over or foreclosed upon (iv) a levy of execution of attachment upon your Master Franchise Agreement for Non-Traditional Locations or upon any property used in the franchised Restaurant; (v) unreleased mechanics lien or if any person commences any action to foreclose; (vi) if you allow or permit any judgment to be entered against us, arising out of or relating to the operation of the franchised Restaurant; (vii) a condemnation or transfer in lieu of condemnation has occurred; (viii) conviction, pleads guilty or nolo contendere to a felony or any other crime or offense; and (ix) failure to comply with your confidentiality or non-competition provisions of your Master Franchise Agreement for Non-Traditional Locations,
i. Your obligations on termination/non-renewal	Article 15	You must stop using our Marks; pay all amounts due to us; return the Blaze Standards Guidelines, all training and promotional material to us; make cosmetic changes to your Restaurant so that it no longer resembles our proprietary design; at our election, sell such equipment and furnishings that we designate to us, assign to us or our designee (or, at our election, terminate) all voice and data telephone numbers used in connection with your Restaurant; authorize and instruct the telephone company and all listing agencies of the termination of your right to use any telephone number or listing associated with your Restaurant and authorize and instruct the telephone companies and listing agencies to transfer and assign the telephone numbers and directory listing to us, sign and deliver to us all documents that must be filed with any governmental agency indicating that you are no longer licensed to use our Marks. See also “r” below.
j. Assignment of contract by Us	Article 13	No restriction on our right to assign.
k. “Transfer” by you - definition	Article 13	Includes transfer of the agreement or change in ownership of a franchisee which is an entity.
l. Our approval of transfer by you	Article 13	Transfers require our express written consent.
m. Conditions for our approval of transfer	Articles 13	New franchisee: Not applicable. With our written consent, you may transfer a Master Franchise Agreement for Non-Traditional Locations to an entity of which you directly own 100% interest for convenience of ownership. You must reimburse us for all costs and expenses that we incur in connection with such a transfer, including attorneys’ fees.

Provision	Section in Master Franchise Agreement for Non-Traditional Locations	Summary
		Before shares of a Franchisee which is a business entity may be offered by private offering, you must provide us with copies of all offering materials; indemnify us, officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each in connection with the offering; and pay us a non-refundable fee of 50% of our then-current master franchise fee or a greater amount if necessary to reimburse us for our costs and expenses associated with reviewing the proposed offering.
n. Our right of first refusal to acquire your business	Not Applicable	Not Applicable
o. Our option to purchase your business	Article 15	Upon termination or expiration of your Master Franchise Agreement for Non-Traditional Locations, we may purchase such equipment and furnishings as we designate that are associated with your Restaurant at your net depreciated book value, using a five-year straight line amortization period, but not less than 10% of your actual cost. Other than assets on termination or expiration or non-renewal, we have no right or obligation to purchase your business.
p. Your death or disability	Not Applicable	Not Applicable
q. Non-competition covenants during the term of the franchise	Article 12	Cannot engage in "Competitive Activities" defined as: owning, operating, lending to, advising, being employed by, or having a financial interest in any Restaurant or business that engages in the production or sale at retail or wholesale of any pizza product or featured menu item which is now or in the future an Authorized Blaze Pizza Product, other than Blaze Pizza franchised Restaurant. "Competitive Activities" do not include: the direct or indirect ownership, solely as an investment, of securities of any entity which is traded on any national securities exchange if the owner of the securities (i) is not a controlling person of, or a member of a group which controls, such entity; and (ii) does not, directly or indirectly own 5% or more of any class of securities of such entity. During the Term, no Restricted Person or Restaurant Manager shall in any capacity, either directly or indirectly, through one or more affiliated Entities, (i) engage in any Competitive Activities at any location, unless Franchisor shall consent thereto in writing, or (ii) divert or attempt to divert any business or any customers of the Franchised Restaurant to any other person or Entity, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks.

Provision	Section in Master Franchise Agreement for Non-Traditional Locations	Summary
r. Non-competition covenants after the franchise is terminated or expires	Article 12	Except with our express written consent, no involvement in any Competitive Activities, as defined above, for 24 months or within a five mile radius of any then-existing Restaurant.
s. Modification of the agreement	Article 19	The Master Franchise Agreement for Non-Traditional Locations may be modified only by written agreement between the parties.
t. Integration/merger clause	Article 19	Only the terms of the Master Franchise Agreement for Non-Traditional Locations are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Article 18	You and we agree to attempt to resolve any dispute pursuant to mediation held in the principal city closest to our principal place of business (currently Pasadena, California), prior to commencing arbitration, except for claims for monies owed to us or for infringement of trademark, trade secrets or violation of restrictive covenants, or for injunctive relief
v. Choice of forum	Articles 18 and 19	Except for certain claims and subject to state law, you and we agree that the principal city closest to our principal place of business (currently Pasadena, California) will be the venue for any arbitration under the Franchise Agreement, and you and we both waive the right to a trial by jury. Unless prohibited by local law, arbitration and litigation must be in Los Angeles, California.
w. Choice of law	Article 19	The laws of the state where the Franchisee's Blaze Pizza Restaurant is located apply, subject to applicable state law.

ITEM 18
PUBLIC FIGURES

We do not use any public figures to promote this franchise.

ITEM 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.

As of December 30, 2018 we had 296 Blaze Pizza Restaurants in operation: 289 franchised Restaurants ("Franchised Restaurants") and seven corporate or affiliate Restaurants* ("Corporate Restaurants").

Blaze Pizza competes in an emerging category of fast casual, artisanal pizza. Blaze Pizza Restaurants reach maturity generally after 18 months of operation. For purposes of this Item 19, we have excluded outlets that have operated less than 18 months as the financial results of these development-stage outlets may not be representative of long-term results attained by mature outlets. In addition, no Restaurants are currently in development in food courts or traditional malls. Of the 296 Blaze Pizza Restaurants, 166 Franchised Restaurants and four Corporate Restaurants: (a) had been in operation for at least 18 months ending December 30, 2018; and (b) were not operated from food courts or traditional malls (the "Reporting Group"). The information in the table below shows the average and median Gross Sales of the Franchised Restaurants and Corporate Restaurants in the Reporting Group from January 1, 2018 through December 30, 2018.

Franchised Restaurants(1)	
2018 Average Gross Sales	$1,261,926(3)
2018 Median Gross Sales	$1,244,409(3)
Corporate Restaurants(2)	
2018 Average Gross Sales	$1,642,955(3)
2018 Median Gross Sales	$1,709,190(3)

Notes:

1. Of the 166 Franchised Restaurants in the Reporting Group, 78 or 47% attained or surpassed this average. Of the 166 Franchised Restaurants in the Reporting Group, the lowest Gross Sales reported to us was $558,121 and the highest Gross Sales reported to us was $2,539,984.

2. Of the four Corporate Restaurants in the Reporting Group, two or 50% attained or surpassed this average. Of the four Corporate Restaurants in the Reporting Group, the lowest Gross Sales was $1,056,775 and the highest Gross Sales was $2,096,665.

General Notes:

1. One of the seven Corporate Restaurants is operated under a license agreement with a master concessionaire. This Corporate Restaurant is not a part of the Reporting Group.

2. Three of the four Corporate Restaurants in the Reporting Group are operated by our affiliate. Franchised Restaurants will share many of the same characteristics as our Corporate Restaurants, including degree of competition, length of time the outlets have operated, and services and goods offered, except that Corporate Restaurants do not pay Continuing Royalties. Corporate Restaurants pay Creative Fund Contributions and incur the same cost of goods sold as the Franchised Restaurants.

3. The financial performance representations figures presented in the tables above do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the Gross Sales figures to obtain your net income or profit. Gross Sales includes all revenues received or receivable by you as payment. Gross Sales excludes: (i) sales taxes, value added or

other tax, excise or duty charged to customers, based on sales at or from your Restaurant; (ii) tips, gratuities or service charges paid directly by customers to your employees or paid to you and promptly turned over to your employees in lieu of direct tips or gratuities; and (iii) proceeds from isolated sales of equipment and trade fixtures which are not part of your products and services offered for resale at your Restaurant nor having any material effect upon the ongoing operation of your Restaurant. For items sold pursuant to coupons or other discounts (which we must approve), Gross Sales also excludes the amount discounted from the purchase price of such item and from sales of pre-paid gift cards and certificates.

4. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Some outlets have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.

Other than the preceding financial performance representation, Blaze Pizza, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with 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 Amanda Shaw, at 35 N. Lake Avenue Suite 710 Pasadena, California 91101, (626) 584-5880, the Federal Trade Commission; and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System-wide Outlet Summary
For Years 2016 - 2018

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2016	99	163	+64
	2017	163	224	+61
	2018	224	289	+65
Company-Owned*	2016	5	6	+1
	2017	6	6	0
	2018	6	7	+1
Total Outlets	2016	104	169	+65
	2017	169	230	+61
	2018	230	296	+66

*Five of these restaurants are operated by our affiliate. In addition, one of these restaurants is operated under a license agreement with a master concessionaire.

Table No. 2
Transfers of Franchised Outlets to New Owners (Other than the Franchisor)
For Years 2016-2018

State	Year	Number of Transfers
California	2016	2
	2017	1
	2018	4
Michigan	2016	0
	2017	0
	2018	2
Totals	2016	2
	2017	1
	2018	6

Table No. 3
Status of Franchised Outlets
For Years 2016-2018

State	Year	Outlets at Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Alabama	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	2	0	0	0	0	2
Arizona	2016	0	2	0	0	0	0	2
	2017	2	5	0	0	0	0	7
	2018	7	0	0	0	0	0	7
Arkansas	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
California	2016	36	17	0	0	0	0	53
	2017	53	17	0	0	0	1	69
	2018	69	19	0	0	1	1	86
Colorado	2016	0	1	0	0	0	0	1
	2017	1	1	0	0	0	0	2

State	Year	Outlets at Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
	2018	2	0	0	0	0	0	2
Connecticut	2016	1	1	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
Florida	2016	8	4	0	0	0	0	12
	2017	12	2	0	0	0	0	14
	2018	14	5	0	0	0	0	19
Georgia	2016	0	0	0	0	0	0	0
	2017	0	2	0	0	0	0	2
	2018	2	1	0	0	0	0	3
Idaho	2016	1	0	0	0	0	0	1
	2017	1	2	0	0	0	0	3
	2018	3	13	0	0	0	0	4
Illinois	2016	8	5	0	0	0	0	13
	2017	13	1	0	0	0	1	13
	2018	13	4	0	0	0	0	17
Indiana	2016	4	0	0	0	0	0	4
	2017	4	2	0	0	0	0	6
	2018	6	1	0	0	0	0	7
Iowa	2016	0	2	0	0	0	0	2
	2017	2	2	0	0	0	0	4
	2018	4	1	0	0	0	0	5
Kansas	2016	0	0	0	0	0	0	0
	2017	0	1	0	0	0	0	1
	2018	1	1	0	0	0	0	2
Kentucky	2016	3	2	0	0	0	0	5
	2017	5	2	0	0	0	0	7
	2018	7	1	0	0	0	1	7
Louisiana	2016	1	1	0	0	0	0	2
	2017	2	1	0	0	0	0	3

State	Year	Outlets at Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
	2018	3	0	0	0	0	0	3
Maryland	2016	3	1	0	0	0	1	3
	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
Massachusetts	2016	0	3	0	0	0	0	3
	2017	3	1	0	0	0	0	4
	2018	4	1	0	0	0	0	5
Michigan	2016	3	4	0	0	0	0	7
	2017	7	1	0	0	0	0	8
	2018	8	3	0	0	0	0	11
Minnesota	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
Missouri	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	4	0	0	0	0	4
Montana	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
Nebraska	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
Nevada	2016	2	1	0	0	0	0	3
	2017	3	2	0	0	0	0	5
	2018	5	1	0	0	0	0	6
New Hampshire	2016	0	0	0	0	0	0	0
	2017	0	1	0	0	0	0	1
	2018	1	0	0	0	0	0	1

State	Year	Outlets at Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
New Jersey	2016	4	1	0	0	0	0	5
	2017	5	1	0	0	0	0	6
	2018	6	2	0	0	0	0	8
New Mexico	2016	0	0	0	0	0	0	0
	2017	0	2	0	0	0	0	2
	2018	2	0	0	0	0	0	2
New York	2016	4	1	0	0	0	0	5
	2017	5	1	0	0	0	0	6
	2018	6	5	0	0	0	0	11
North Carolina	2016	2	3	0	0	0	0	5
	2017	5	1	0	0	0	0	6
	2018	6	3	0	0	0	0	9
North Dakota	2016	0	0	0	0	0	0	0
	2017	0	1	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Ohio	2016	2	0	0	0	0	0	2
	2017	2	4	0	0	0	0	6
	2018	6	0	0	0	0	0	6
Oklahoma	2016	1	1	0	0	0	0	2
	2017	2	1	0	0	0	0	3
	2018	3	1	0	0	0	0	4
Oregon	2016	1	0	0	0	0	1	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Pennsylvania	2016	0	4	0	0	0	0	4
	2017	4	1	0	0	0	0	5
	2018	5	3	0	0	0	0	8
Rhode Island	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1

State	Year	Outlets at Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
South Carolina	2016	0	1	0	0	0	0	1
	2017	1	1	0	0	0	0	2
	2018	2	0	0	0	0	0	2
South Dakota	2016	1	0	0	0	0	0	1
	2017	1	1	0	0	0	0	2
	2018	2	0	0	0	0	0	2
Tennessee	2016	2	1	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	2	0	0	0	0	5
Texas	2016	4	5	0	0	0	0	9
	2017	9	2	0	0	0	0	11
	2018	11	1	0	0	0	0	12
Utah	2016	0	3	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	1	0	0	0	0	4
Virginia	2016	1	2	0	0	0	0	3
	2017	3	2	0	0	0	0	5
	2018	5	0	0	0	0	0	5
Washington	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Wisconsin	2016	2	0	0	0	0	0	2
	2017	2	2	0	0	0	0	4
	2018	4	0	0	0	0	0	4
West Virginia	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	2	0	0	0	0	2
Total	2016	99	66	0	0	0	2	163
	2017	163	63	0	0	0	2	224
	2018	224	68	0	0	1	2	289

Table No. 4
Status of Company-Owned Outlets
For Years 2016-2018

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
California*	2016	5	1	0	0	0	6
	2017	6	0	0	0	0	6
	2018	6	0	1	0	0	7
Total Outlets	2016	5	1	0	0	0	6
	2017	6	0	0	0	0	6
	2018	6	0	1	0	0	7

*Our affiliate operates five of the company-owned outlets. In addition, one of these restaurants is operated under a license agreement with a master concessionaire.

Table No. 5
Projected Openings as of December 30, 2018[(1)]

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
California	12	16	1
Connecticut	0	1	0
Florida	4	5	0
Georgia	2	1	0
Idaho	1	1	0
Illinois	2	0	0
Maryland	1	1	0
Michigan	1	2	0
Nebraska	1	1	0
Nevada	2	4	0
New Jersey	1	0	0
New York	4	5	0
North Carolina	2	3	0
North Dakota	1	0	0
Ohio	1	1	0
Pennsylvania	2	1	0
South Carolina	2	2	0
Texas	2	5	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Virginia	1	1	0
West Virginia	0	1	0
Wisconsin	2	2	0
Total	44	53	1

(1)Projected New Franchised figures are based on the Area Development Agreement commitments as of December 30, 2018; we do not guarantee or offer any assurance that the developers will necessarily fulfill their commitments.

The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee who had a business terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year, ended December 30, 2018, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document will be listed on Exhibit F to this Franchise Disclosure Document when applicable. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise System. You may wish to speak with current and former franchisees, but know that not all such franchisees can communicate with you. In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experiences with the Blaze Pizza System. During the last three fiscal years, we have not had any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the Blaze Pizza Franchise System. Attached as Exhibit F is a list containing all franchisees, including those that were not yet operational as of December 30, 2018.

As of the Issuance Date of this Franchise Disclosure Document, there are no franchise organizations sponsored or endorsed by us, and no independent franchisee organizations have asked to be included in this Franchise Disclosure Document. We do not have any trademark specific franchisee organizations.

ITEM 21
FINANCIAL STATEMENTS

The unaudited financial statements as of August 25, 2019 and audited financial statements as of December 30, 2018, December 31, 2017 and December 25, 2016 for our parent, Blaze Pizza Holdings, LLC, are attached as Exhibit B. Blaze Pizza Holdings, LLC absolutely and unconditionally guarantees to assume the duties and obligations of franchisees who purchase franchises from Blaze Pizza, LLC prior to the expiration of this Franchise Disclosure Document. A copy of the guarantee of Blaze Pizza Holdings, LLC is attached to this Franchise Disclosure Document as Exhibit K.

ITEM 22
CONTRACTS

The following exhibits contain proposed agreements regarding the Franchise and Area Developer Franchise:

Exhibit C	Franchise Agreement
Exhibit D	Area Development Agreement
Exhibit E	Master Franchise Agreement for Non-Traditional Locations

Exhibit G	State Addenda and Agreement Riders
Exhibit I	Contracts for use with the Blaze Pizza Franchise

ITEM 23
RECEIPTS

The last pages of this Franchise Disclosure Document, Exhibit L, are a detachable document, in duplicate. Please detach, sign, date and return one copy of the Receipt to us, acknowledging you received this Franchise Disclosure Document. Please keep the second copy for your records.

<u>EXHIBIT A</u>

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE ADMINISTRATORS AND
AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

State Administrator and Agent for Service of Process:

Commissioner
Department of Business Oversight
320 W. 4th Street, #750
Los Angeles, CA 90013
(213) 576-7500
(866) 275-2677

HAWAII

Commissioner of Securities of the State of Hawaii
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

Agent for Service of Process:

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

ILLINOIS

Illinois Attorney General
Chief, Franchise Division
500 S. Second Street
Springfield, IL 62706
(217) 782-4465

INDIANA

Secretary of State
Securities Division
Room E-018
302 W. Washington Street
Indianapolis, IN 46204
(317) 232-6681

MARYLAND

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202
(410) 576-6360

Agent for Service of Process:

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020

MICHIGAN

Michigan Department of Attorney General
Consumer Protection Division
525 W. Ottawa Street
Lansing, MI 48913
(517) 373-7117

MINNESOTA

Department of Commerce
Commissioner of Commerce
85 Seventh Place East, Suite 280
St. Paul, MN 55101-3165
(651) 539-1600

NEW YORK

Administrator:

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8236

Agent for Service of Process:

New York Department of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, NY 12231-0001
(518) 473-2492

NORTH DAKOTA

North Dakota Securities Department
State Capitol, Fifth Floor, Dept. 414
600 E. Boulevard Avenue
Bismarck, ND 58505-0510
(701) 328-4712

RHODE ISLAND

Department of Business Regulation
1511 Pontiac Avenue, Bldg. 68-2
Cranston, RI 02920
(401) 462-9527

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 South Euclid, Suite 104
Pierre, SD 57501
(605) 773-3563

VIRGINIA

State Corporation Commission
Division of Securities and Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, VA 23219

Agent for Service of Process:

Clerk of the State Corporation Commission
1300 E. Main Street, 1st Floor
Richmond, VA 23219

WASHINGTON

Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, WA 98501
(360) 902-8760

WISCONSIN

Department of Financial Institutions
Division of Securities
201 W. Washington Avenue
Madison, WI 53703
(608) 266-3364

Rev. 100318

EXHIBIT B

FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

Blaze Pizza Holdings, LLC
Consolidated Balance Sheet
As of August 25, 2019

	August 2019A
Cash & Cash Equivalents	7,884,929
Inventories	38,715
Accounts Receivable	620,978
Prepaid	594,497
Total Current Assets	**9,139,119**
Net Fixed Assets	**3,181,729**
Intangible Assets	654,107
Investment in Disney	519,410
Other Assets	234,029
TOTAL ASSETS	**13,728,394**
Accounts payable and accrued expenses	5,622,194
Deferred Franchise Fees	9,354,467
Total Current Liabilities	**14,976,661**
Other noncurrent liabilities	782,284
TOTAL LIABILITIES	**15,758,945**
TOTAL Equity	**(2,030,552)**
TOTAL LIABILITIES & EQUITY	**13,728,394**

Blaze Pizza Holdings, LLC
Consolidated Summary Income Statement
For the 34 weeks ended August 25, 2019

	August YTD 2019A
REVENUES:	
Royalty revenue, franchise fees, and other	12,555,623
Company Restaurant sales	7,057,879
Advertising fees and related income	4,772,217
Net Sales	**24,385,719**
COSTS AND EXPENSES:	
Company store operating costs	6,939,921
Advertising costs	4,860,723
Selling, General, and Admin Expenses	11,342,508
Total costs and expenses	**23,143,153**
Income (loss) from operations	**1,242,566**
Other Income--Income from equity method investement	109,540
Net Income (loss)	**1,352,105**

Blaze Pizza Holdings, LLC
Consolidated Statement of Cash Flows
For the 34 weeks ended August 25, 2019

	2019A
CASH FLOWS FROM OPERATING ACTIVITIES:	
Net income	$ 1,352,105
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation and amortization expense	836,033
Stock-based compensation	688,488
Deferred Rent	(32,877)
Dividends from equity method investments	132,363
Income from equity method investments	(109,540)
Changes in operating assets and liabilities:	
(Increase) decrease in assets:	
Accounts receivable	(63,770)
Inventories	33,327
Prepaid expenses and other current assets	169,282
Other assets	28,159
Increase (decrease) in liabilities:	
Accounts payable and accrued expenses	630,479
Deferred franchise fee revenue	6,808
Net cash provided by operating activities	3,870,857
CASH FLOWS FROM INVESTING ACTIVITIES:	
Purchase of property and equipment	(413,988)
Investment in Disney franchise	
Net cash used in investing activities	(413,988)
CASH FLOWS FROM FINANCING ACTIVITIES:	
Cash received for stock options exercised	23,540
Payments for capital leases	(135,489)
Distributions to members	(1,171,445)
Net cash used in financing activities	(1,283,394)
Net Increase (Decrease) in Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents	2,173,475
Cash, Cash Equivalents, Restricted Cash and Restricted Cash Equivalents – Beginning of Year	5,711,453
Cash, Cash Equivalents, Restricted Cash and Restricted Cash Equivalents – End of Year	$ 7,884,929

Blaze Pizza Holdings, LLC

Consolidated Financial Statements as of December 30, 2018, and December 31, 2017 (Restated), and for the Years Ended December 30, 2018, December 31, 2017 (Restated), and December 25, 2016 (Restated), and Independent Auditors' Report

BLAZE PIZZA HOLDINGS, LLC

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Deloitte

Deloitte & Touche LLP
555 West 5th Street
Suite 2700
Los Angeles, CA 90013-1010
USA

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www.deloitte.com

INDEPENDENT AUDITORS' REPORT

To the Members of
Blaze Pizza Holdings, LLC and its subsidiaries:

We have audited the accompanying consolidated financial statements of Blaze Pizza Holdings, LLC and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 30, 2018, and December 31, 2017, and the related consolidated statements of operations, members' equity (deficit), and cash flows for each of the years ended December 30, 2018, December 31, 2017, and December 25, 2016, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 30, 2018, and

December 31, 2017, and the results of its operations and its cash flows for the years ended December 30, 2018, December 31, 2017, and December 25, 2016, in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 14 to the consolidated financial statements, the accompanying 2017 and 2016 consolidated financial statements and members' equity (deficit) as of December 25, 2015, have been restated from amounts previously reported and audited by other auditors to correct misstatements. Our opinion is not modified with respect to this matter.

Deloitte & Touche LLP

April 26, 2019

BLAZE PIZZA HOLDINGS, LLC

CONSOLIDATED BALANCE SHEETS
AS OF DECEMBER 30, 2018, AND DECEMBER 31, 2017

	2018	2017 As Restated (See Note 14)
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 5,460,365	$ 8,462,328
Restricted cash	251,088	553,658
Accounts receivable	557,209	427,266
Inventories	72,041	53,625
Prepaid expenses and other current assets	797,295	353,662
Total current assets	7,137,998	9,850,539
PROPERTY AND EQUIPMENT—Net	3,476,116	3,818,560
INVESTMENTS	542,234	587,210
INTANGIBLE ASSETS	736,290	45,370
OTHER ASSETS	232,066	89,630
TOTAL ASSETS	$12,124,704	$14,391,309
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable and accrued expenses	$ 5,066,251	$ 4,455,753
Deferred franchise fee revenue	2,795,000	3,430,253
Total current liabilities	7,861,251	7,886,006
OTHER NONCURRENT LIABILITIES	634,033	773,608
Total liabilities	8,495,284	8,659,614
COMMITMENTS AND CONTINGENCIES (Note 13)		
EQUITY:		
Members' contributed capital	9,325,733	12,041,924
Accumulated earnings/(deficit)	(5,696,313)	(9,214,469)
Noncontrolling interest	-	2,904,240
Total equity	3,629,420	5,731,695
TOTAL LIABILITIES AND EQUITY	$12,124,704	$14,391,309

See notes to consolidated financial statements.

BLAZE PIZZA HOLDINGS, LLC

CONSOLIDATED STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 30, 2018, DECEMBER 31, 2017, AND DECEMBER 25, 2016

	2018	2017 As Restated (see Note 14)	2016 As Restated (see Note 14)
REVENUES:			
Company store retail sales	$ 9,041,127	$ 9,493,761	$ 9,421,812
Royalty revenue, franchise fees, and other	19,117,241	13,831,769	10,062,337
Advertising fees and related income	6,448,332	5,178,630	3,401,341
Total revenues	34,606,700	28,504,160	22,885,490
COSTS AND EXPENSES:			
Company store operating costs	8,756,128	8,763,487	8,323,487
Advertising expenses	6,261,845	6,037,122	3,544,500
Selling, general, and administrative expenses	13,025,393	14,310,884	9,169,933
Total costs and expenses	28,043,366	29,111,493	21,037,920
INCOME (LOSS) FROM OPERATIONS	6,563,334	(607,333)	1,847,570
OTHER INCOME—Income from equity method investment	168,842	162,194	15,823
NET INCOME (LOSS)	6,732,176	(445,139)	1,863,393
NET INCOME (LOSS) ATTRIBUTABLE TO NONCONTROLLING INTEREST	(172,396)	(442,764)	(500,884)
NET INCOME (LOSS) ATTRIBUTABLE TO COMPANY	$ 6,559,780	$ (887,903)	$ 1,362,509

See notes to consolidated financial statements.

BLAZE PIZZA HOLDINGS, LLC

CONSOLIDATED STATEMENTS OF MEMBERS' EQUITY (DEFICIT) FOR THE YEARS ENDED DECEMBER 30, 2018, DECEMBER 31, 2017, AND DECEMBER 25, 2016

	Members' Contributed Capital							
	Class A Number of Units	Class B Number of Units	Class C Number of Units	Members' Contributed Capital	Accumulated Earnings (Deficit)	Total Members' Equity (Deficit)	Noncontrolling Interest	Total Equity (Deficit)
MEMBERS' EQUITY (DEFICIT)—December 27, 2015, as previously reported (unaudited)	5,050,001	6,595,288	-	$ 3,687,416	$(3,124,342)	$ 563,074	$ 3,131,979	$ 3,695,053
Restatement adjustment (see Note 14) (unaudited)	-	-	-	-	(1,925,887)	(1,925,887)	9,869	(1,916,018)
MEMBERS' EQUITY (DEFICIT)—December 27, 2015, as restated (see Note 14)	5,050,001	6,595,288	-	3,687,416	(5,050,229)	(1,362,813)	3,141,848	1,779,035
Options exercised	75,000	142,373	-	124,530	-	124,530	-	124,530
Nonemployee options exercised—as restated (see Note 11)	-	627,910	-	444,560	-	444,560	-	444,560
Stock-based compensation—as restated (see Note 11)	-	-	-	924,767	-	924,767	-	924,767
Distributions to members	-	-	-	-	(544,999)	(544,999)	(562,500)	(1,107,499)
Net income—as restated (see Note 14)	-	-	-	-	1,362,509	1,362,509	500,884	1,863,393
MEMBERS' EQUITY (DEFICIT)—December 25, 2016, as restated (See Note 14)	5,125,001	7,365,571	-	5,181,273	(4,232,719)	948,554	3,080,232	4,028,786
Options exercised	125,000	245,627	-	239,062	-	239,062	-	239,062
Stock-based compensation—as restated (see Note 11)	-	-	-	267,991	-	267,991	-	267,991
Issuance of Class C units - net of issuance cost (see Note 10)	(2,837,817)	(3,522,183)	6,360,000	6,353,598	(3,337,791)	3,015,807	-	3,015,807
Distributions to members	-	-	-	-	(756,056)	(756,056)	(618,756)	(1,374,812)
Net income—as restated (see Note 14)	-	-	-	-	(887,903)	(887,903)	442,764	(445,139)
MEMBERS' EQUITY (DEFICIT)—December 31, 2017, as restated (see Note 14)	2,412,184	4,089,015	6,360,000	12,041,924	(9,214,469)	2,827,455	2,904,240	5,731,695
Options exercised	-	12,500	-	8,853	-	8,853	-	8,853
Stock-based compensation—as restated (see Note 11)	-	-	-	798,320	-	798,320	-	798,320
Distributions to members	-	-	-	-	(3,041,624)	(3,041,624)	(200,000)	(3,241,624)
Net income	-	-	-	-	6,559,780	6,559,780	172,396	6,732,176
Purchase of units from noncontrolling interest (see Note 9)	-	-	-	(3,523,364)	-	(3,523,364)	(2,876,636)	(6,400,000)
MEMBERS' EQUITY (DEFICIT)—December 30, 2018	2,412,184	4,101,515	6,360,000	$ 9,325,733	$(5,696,313)	$ 3,629,420	$ -	$ 3,629,420

See notes to consolidated financial statements.

BLAZE PIZZA HOLDINGS, LLC

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 30, 2018, DECEMBER 31, 2017, AND DECEMBER 25, 2016

	2018	2017 As Restated (See Note 14)	2016 As Restated (See Note 14)
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income (loss)	$ 6,732,176	$ (445,139)	$ 1,863,393
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization expense	1,021,889	828,870	564,327
Employee stock-based compensation	798,320	1,381,880	51,970
Nonemployee stock-based compensation	-	1,609,292	311,713
Deferred rent	(52,579)	(50,366)	(47,449)
Dividends from equity method investments	178,208	160,386	8,265
Income from equity method investments	(168,842)	(162,194)	(15,823)
Changes in operating assets and liabilities:			
(Increase) decrease in assets:			
Accounts receivable	(126,861)	(112,403)	(127,147)
Inventories	(18,414)	99,672	(34,544)
Prepaid expenses and other current assets	(410,118)	155,203	(382,506)
Other assets	(8,373)	(8,000)	-
Increase (decrease) in liabilities:			
Accounts payable and accrued expenses	567,587	1,384,853	955,879
Deferred franchise fee revenue	(635,250)	124,250	(606,000)
Net cash provided by operating activities	7,877,743	4,966,304	2,542,078
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchase of property and equipment	(325,553)	(635,610)	(413,402)
Investment in equity method investment	-	-	(619,391)
Return of equity method investment	32,528	-	-
Purchase of franchisee restaurant	(925,000)	-	-
Net cash used in investing activities	(1,218,025)	(635,610)	(1,032,793)

(Continued)

BLAZE PIZZA HOLDINGS, LLC

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 30, 2018, DECEMBER 31, 2017, AND DECEMBER 25, 2016

	2018	2017 As Restated (See Note 14)	2016 As Restated (See Note 14)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Cash paid for Class A and B units	$ -	$(118,814,882)	$ -
Cash received for Class C units	-	122,444,882	-
Class C unit issuance costs	-	(3,337,791)	-
Cash received for nonemployee stock options exercised	-	-	1,005,645
Cash received for stock options exercised	8,850	239,062	124,530
Purchase of remaining noncontrolling units	(6,400,000)	-	-
Deferred financing costs	(167,579)	-	-
Payments for capital leases	(163,898)	(43,881)	-
Distributions to members	(3,241,624)	(1,374,816)	(1,107,495)
Net cash (used in) financing activities	(9,964,251)	(887,426)	22,680
NET (DECREASE) INCREASE IN CASH, CASH EQUIVALENTS, RESTRICTED CASH, AND RESTRICTED CASH EQUIVALENTS	(3,304,533)	3,443,268	1,531,965
CASH, CASH EQUIVALENTS, RESTRICTED CASH, AND RESTRICTED CASH EQUIVALENTS—Beginning of year	9,015,986	5,572,718	4,040,753
CASH, CASH EQUIVALENTS, RESTRICTED CASH, AND RESTRICTED CASH EQUIVALENTS—End of year	$ 5,711,453	$ 9,015,986	$ 5,572,718
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:			
Fixed asset additions unpaid	$ 16,163	$ 15,147	$ 37,992
Fixed assets financed with capital leases	$ 118,798	$ 481,912	$ -

See notes to consolidated financial statements. (Concluded)

BLAZE PIZZA HOLDINGS, LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
AS OF DECEMBER 30, 2018, AND DECEMBER 31, 2017, AND FOR THE YEARS ENDED DECEMBER 30, 2018, DECEMBER 31, 2017, AND DECEMBER 25, 2016

1. ORGANIZATION AND BUSINESS ACTIVITY

Blaze Pizza Holdings, LLC (the "Company") is a Delaware limited liability company organized on October 23, 2018, and is the parent of Blaze Pizza, LLC, a California limited liability company (the "Subsidiary"). The Subsidiary was organized on October 28, 2011, under the name PYR Pizza, LLC. Amended Articles of Organization were filed, effective February 8, 2012, to change the name of the Subsidiary to Blaze Pizza, LLC. On October 31, 2018, all ownership rights in the Subsidiary were contributed to the Company in exchange for equivalent ownership rights in the Company (the "Reorganization"). All references herein to the "Company" prior to October 31, 2018, shall refer to the Subsidiary, as applicable.

The Company is engaged in the business of owning, operating, and franchising pizza restaurants. The Company's revenue is predominantly from retail sales made through company-owned restaurants and royalties from its franchised locations. The Company's franchise locations are primarily located in the United States and internationally in Canada, Kuwait, Saudi Arabia, and Bahrain.

In December 2013, BP Fund A, LLC (the "Fund") was formed to engage in the business of owning and operating pizza restaurants. The Company had a controlling interest in the Fund. During the year ended December 30, 2018, the Company purchased all of the noncontrolling interest in the Fund (see Note 7).

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation—The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP). The accompanying consolidated financial statements include the accounts of the Company and its various operating subsidiaries. All intercompany accounts and transactions have been eliminated upon consolidation.

Principles of Consolidation—The accompanying consolidated financial statements include the accounts of the Company and its various subsidiaries. All significant intercompany balances and transactions have been eliminated in consolidation.

Fiscal Year—The Company's fiscal years end on the last Sunday in December and, as a result, a 53rd week is added every five or six years. The fiscal year ended December 31, 2017 was a 53-week period.

Estimates—The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents—The Company considers all highly liquid investments with a maturity of three months or less to be cash equivalents. Amounts receivable from credit card processors related to retail sales transaction at the company-owned restaurants are converted to cash shortly after the related sales transaction and are considered to be cash equivalents because they are both short term and highly liquid in nature. Amounts receivable from credit card processes related to retail sales transactions included within cash and cash equivalents as of December 30, 2018, and December 31, 2017, were $87,707 and $112,959, respectively.

The Company maintains cash balances at several financial institutions located in the United States that management believes are credit worthy. At times, the cash balance may exceed federally insured limits. As of December 30, 2018, and December 31, 2017, the Company had exposure beyond Federal Deposit Insurance Corporation-insured limits of $3,989,136 and $7,081,213, respectively.

Restricted Cash—The Company has deposited funds into certificate of deposit accounts as collateral for letters of credit securing various property leases and for certain Company credit cards. The maturity on the certificate of deposits is coterminous with the bank's letters of credit provisions as required in the lease agreements. The Company must leave the funds in the certificates until the letters of credit are cancelled or mature.

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the Company's consolidated balance sheets that sum to the total of the same such amounts shown in the Company's consolidated statements of cash flows:

	2018	**2017**
Cash and cash equivalents	$5,460,365	$8,462,328
Restricted cash	251,088	553,658
Total cash, cash equivalents, and restricted cash shown in the consolidated statements of cash flows	$5,711,453	$9,015,986

Accounts Receivable and Allowance for Doubtful Accounts—Accounts receivable are related to amounts due from franchisees. The Company determines its allowance for doubtful accounts by considering a number of factors, including the length of time accounts receivable are past due, the Company's previous loss history, the customer's current and expected future ability to pay its obligation to the Company, and the condition of the general economy and the industry as a whole. The Company writes off accounts receivable when they are deemed to be uncollectible. As of December 30, 2018, and December 31, 2017, the Company did not record an allowance for doubtful accounts as they deemed all amounts to be collectible.

Concentration of Credit Risk—None of the Company's customers represented more than 10% of accounts receivable and total revenues for each of the years presented in the consolidated financial statements.

Inventories—Inventories, consisting of food, beverages, sundries, menu boards, and kitchen supplies, are carried at the lower of cost or net realizable value with cost determined using the first-in, first-out basis.

Property and Equipment—Property and equipment are stated at cost. Depreciation is provided on a straight-line basis to the salvage value, where appropriate, over the following useful lives of the assets:

Property and Equipment	**Estimated Useful Lives**
Leasehold improvements	Lesser of the expected lease term or useful life
Equipment, furniture, and fixtures	7 years
Computer	3 years
Software	2 years

When items are sold or retired, the related costs and accumulated depreciation are removed from the accounts with any gain or loss reflected in the consolidated statements of operations. Maintenance and repairs are charged to expense when incurred.

Impairment of Property and Equipment—Property and equipment are reviewed by the Company for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be fully recoverable. When events or circumstances indicate that impairment may be present, the Company evaluates the probability that future undiscounted net cash flows received will be less than the carrying amount of the asset. If projected future undiscounted cash flows are less than the carrying value of an asset, then such assets are written down to their fair values. The Company uses a discounted cash flow (DCF) model to measure the impairment of fixed assets. For purposes of estimating future cash flows to evaluate impairment of property and equipment, the Company groups assets at the lowest level for which there are identifiable cash flows that are largely independent of cash flows of other groups of assets. The Company did not record any impairment of property and equipment during the fiscal years ended December 30, 2018, December 31, 2017, and December 25, 2016.

Intangible Assets—The Company's intangible assets are primarily as a result of the Company's purchase of a restaurant previously operated by a franchisee during the year ended December 30, 2018. The Company accounts for intangible assets in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 350, *Intangibles—Goodwill and Other*. The Company's intangible assets with finite useful lives are amortized on a straight-line basis over their respective useful life of approximately five years. The remaining intangible assets consist of costs incurred for the establishment and preservation of Company trademarks with indefinite useful lives. Intangible assets are reviewed for impairment at least annually or whenever events or changes in circumstances indicate that the carrying amount of the asset may be impaired. No impairment losses have been recorded for the years ended December 30, 2018, December 31, 2017, and December 25, 2016.

Other Assets—Other assets include cash security deposits provided as collateral on the corresponding lease agreements and deferred finance costs related to the acquisition of a senior revolving credit and security agreement with Bank of America, N.A. The current portion of other assets is included in prepaid expenses and other current assets in the accompanying consolidated balance sheets.

Leases—Company-owned restaurants are located on sites leased from third parties. The Company also enters into other leases for certain information technology (IT) equipment. At inception, each lease is evaluated to determine whether the lease will be accounted for as an operating or capital lease based on the lease terms. Operating leases consist of leases for the company-owned restaurants and the capital lease obligations consist of leases for certain IT equipment. When determining the lease term, the Company includes reasonably assured option periods, if any, within the lease term.

For operating leases, minimum lease payments, including minimum scheduled rent increases, are recognized as rent expense on a straight-line basis over the applicable lease terms. The term used for rent expense is calculated initially from the date of lease commencement through the end of the lease term. Certain lease agreements contain a free rent holiday period that generally begins on the lease commencement date and ends on the rent commencement date. During the free rent holiday period, no cash rent payments are due under the terms of the lease. The current and noncurrent portion of the cumulative difference between the cash paid to the property owner and the amount recognized as rent expense on the straight-line basis is included as accrued expense and other noncurrent liabilities in the accompanying consolidated balance sheets, respectively.

Certain leases contain provisions for contingent rent that require additional rental payments based upon restaurant sales volume. Contingent rent is expensed each period as the expense is incurred.

For its operating leases, the Company receives tenant improvement allowances, generally in the form of cash, from some of the landlords of its leased properties. These tenant improvement allowances received are recorded as accrued expense in the consolidated balance sheets and amortized on a straight-line basis as a reduction to rent expense over the applicable lease terms. The noncurrent portion is included in other noncurrent liabilities in the consolidated balance sheets.

Capital lease assets and related obligations are recorded at the present value of future minimum lease payments. Capital lease assets are presented in property and equipment and depreciated over the lease term on a straight-line basis. Capital lease obligations are amortized based on the rate implicit in the lease and results in the recognition of interest expense in the consolidated statements of operations. The current and noncurrent portion of the capital lease obligation is included in accrued expense and other noncurrent liabilities in the accompanying consolidated balance sheets, respectively.

Income Taxes—GAAP requires management to evaluate tax positions taken and recognize a tax liability (or asset) if the organization has taken an uncertain tax position that more likely than not would not be sustained upon examination by the Internal Revenue Service. The Company has analyzed the tax positions and has concluded that as of December 30, 2018, and December 31, 2017, there are no positions taken or expected to be taken that would require recognition of a liability (or an asset) or disclosure in the consolidated financial statements. Furthermore, given the Company's status as a limited liability company, no federal or state income taxes are paid directly by the Company, as each member is held responsible for their respective share of the Company income or loss. The Company's federal income tax returns are open for examination for fiscal years 2015 and after, and state income tax returns are open for fiscal years 2014 and after.

Contingencies—The Company may be subject to a range of claims, lawsuits, and administrative proceedings that arise in the ordinary course of business. The Company recognizes a liability and an expense for such matters when it is probable that a liability has been incurred and the amount can be reasonably estimated in accordance with the recognition criteria of ASC 450, *Contingencies*. Estimating liabilities and costs associated with these matters require significant judgment based upon the professional knowledge and experience of management and its legal counsel.

Revenue Recognition—The Company records revenue related to its company-owned restaurants and franchise operations. Revenue at the company-owned restaurants relates to retail sales that are recognized when food and beverage are sold to its end customers and is included in company store retail sales in the accompanying consolidated statements of operations.

Revenue from franchised operations includes royalties, advertising fees, and initial franchise fees. The Company generally assesses royalty of 5% and advertising fees of 2% on the franchisee's gross sales. Royalties and advertising fees are recognized as revenue in the period in which the franchisee sales are reported to have been earned. Revenue from royalties is included in royalty revenue, franchise fees, and other in the accompanying consolidated statements of operations. Revenue from advertising fees is included in advertising fees and related income in the accompanying consolidated statements of operations.

Initial franchise fees are assessed to the franchisee at the commencement of a franchise agreement. The initial franchise fees are recognized as revenue when the Company has substantially performed all material services required by the franchise agreement, which coincide with the store opening. Revenue from initial franchise fees is included in royalty revenue, franchise fees, and other in the accompanying consolidated statements of operations. Initial franchise fees received from the franchisees but not yet recorded as revenue are included in deferred franchise fee revenue in the accompanying consolidated balance sheets.

The Company administers gift card programs for its franchised restaurants and company-owned restaurants. All cash receipts associated with gift card issuances within the system-wide franchise restaurants are remitted to the Company, and the Company records a corresponding liability. When gift cards are redeemed at a franchisee, the Company will remit the cash to the franchisee and no revenue is recognized. When gift cards are redeemed at company-owned restaurant stores, the Company will recognize revenue. The Company did not record any gift card breakage revenue for the years ended December 30, 2018, December 31, 2017, and December 25, 2016.

Advertising Expenses—Advertising costs primarily relate to advertising expenses incurred on franchised restaurants and are expensed in the period in which they are incurred or over the life of the contract, when applicable. Advertising expenses consist of advertising, public relations, merchandising, similar activities, and administrative expenses and enhance the public reputation of the brand. Direct advertising costs are included in company store operating costs and selling, general, and administrative expenses.

Equity-Based Compensation—The Company recognizes compensation expense resulting from stock options issued to employees over the period for which the requisite services are provided. The Company has elected to account for forfeitures when they occur.

The Company uses the Black-Scholes option-pricing model to estimate the fair value of the incentive stock options at the measurement date. Grant date is deemed to be the appropriate measurement date for stock options issued to employees. The use of the Black-Scholes option-pricing model requires the use of subjective assumptions, including the fair value and projected volatility of the underlying membership units and the expected term of the award.

The fair value of each option granted has been estimated as of the date of the grant using the Black-Scholes option-pricing model with the assumptions during the years ended

December 30, 2018, and December 31, 2017, included in the table below. The Company did not grant any stock options during the year ended December 25, 2016. The Company uses a simplified method to determine the exercise behavior and forfeiture rate of the options.

	2018	2017
Risk-free interest rate	2.72%–3.13%	1.99%–2.28%
Expected term	7 years	7 years
Volatility	35.8 %	35.8 %
Dividend yield	3.27%–3.48%	3.62%–3.73%

Risk-Free Interest Rate—The yield on actively traded noninflation indexed US Treasury notes with the same maturity as the expected term of the underlying options was used as the average risk-free interest rate.

Expected Term—The Company estimates the expected term by selecting the midpoint between the requisite service period and the contractual term of the award.

Expected Volatility—As the Company is a private entity, there is no substantive share price history to calculate volatility, and as such, the Company has elected to use an approximation based on the volatility of other comparable public companies, which compete directly with the Company, over the expected term of the options.

Dividend Yield—The Company estimates the dividend yield based on expected future dividends at the time of the grant.

Fair Value of Financial Instruments—The fair value measurement accounting guidance creates a fair value hierarchy to prioritize the inputs used to measure fair value into three categories. A financial instrument's level within the fair value hierarchy is based on the lowest level of input significant to the fair value measurement, where Level 1 is the highest category (observable inputs) and Level 3 is the lowest category (unobservable inputs). The three levels are defined as follows:

Level 1—Unadjusted quoted prices in active markets accessible by the reporting entity for identical assets or liabilities. Active markets are those in which transactions for the asset or liability occur with sufficient frequency and volume to provide pricing information on an ongoing basis.

Level 2—Quoted prices for similar instruments in active markets and quoted prices for identical or similar instruments in markets that are not active and model-derived valuations in which significant value drivers are observable.

Level 3—Valuations derived from valuation techniques in which significant value drivers are unobservable.

The fair values of cash and cash equivalents, restricted cash, accounts receivable, accounts payable, and accrued expense approximate their fair values due to their liquidity and short-term nature of their maturities. Nonfinancial assets, such as intangible assets and property and equipment, are measured at fair value when there is an indicator of impairment and recorded at fair value only when impairment is recognized. The Company did not measure any assets, including intangible assets, or liabilities at fair value on a nonrecurring basis during the fiscal years ended 2018, 2017, and 2016, other than those acquired as part of an acquisition of a restaurant operated by a franchisee (see Note 3). Level 3 inputs were utilized when measuring certain assets acquired at fair value.

Related-Party Transactions—The Company entered into a franchise agreement with its equity method investee and receives royalties (see Note 8). During the year ended December 31, 2017, the Company entered into a consulting service agreement with one of the Class C unit holders. The Company has paid a total of $100,000 and $50,000 during the years ended December 30, 2018, and December 31, 2017, respectively. Such payments were expensed as incurred and included within selling, general, and administrative expenses in the consolidated statements of operations.

Change in Accounting Policy—In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash (a consensus of the FASB Emerging Issues Task Force)*. The amendments in ASU No. 2016-18 require that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown in the statement of cash flows. ASU No. 2016-18 does not provide a definition of restricted cash or restricted cash equivalents. ASU No. 2016-18 is effective for fiscal years beginning after December 15, 2018. The Company has early-adopted this ASU during the year ended December 30, 2018, and has retrospectively applied this ASU to all years presented. The retrospective application of the ASU resulted in a reduction of cash used in investing activities of $404,275 during the year ended December 31, 2017. The cash flow from investing activities in the year ended December 25, 2016, was not impacted by the retrospective application of this ASU. The Company determined that the adoption of this ASU did not have a material impact on the consolidated financial statements. See Note 14 for the retrospective adjustments made to prior periods.

Reclassifications—The Company made certain reclassifications to prior periods to conform with current period presentation in the consolidated statements of operations (see Note 14).

Recent Accounting Pronouncements—In May 2014, the FASB issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers*. This guidance supersedes the revenue recognition requirements of Topic 605, *Revenue Recognition*, including most industry-specific revenue recognition guidance. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In August 2015, the FASB issued ASU No. 2015-14, *Revenue from Contracts with Customers*, which amended ASU No. 2014-09 to defer the effective date for implementation for nonpublic entities to fiscal years beginning after December 15, 2018, and interim reporting periods within annual reporting periods beginning after December 15, 2019.

The Company plans to adopt this standard during the year ending December 29, 2019, coinciding with the ASU's effective date. Although the Company has not yet finalized its decision on method of adoption, it currently expects to adopt this ASU using the full retrospective method. Although the Company is still in process of evaluating the impact of this ASU on the Company's consolidated financial statements, the Company expects that this ASU will impact the Company's recognition of revenue related to the franchise fees.

Under ASC 605, franchise fees are recognized as revenue when the Company has substantially performed all material services required by the franchise agreement, which coincide with store opening. Under this ASU, the Company is expecting that all or a portion of the franchise fee will be deferred over the 10-year franchise agreement. Additionally, the Company is in process of evaluating the expanded disclosure requirements related to this ASU.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which requires lessees to recognize on the balance sheet assets and liabilities for leases with lease terms of more than 12 months. Consistent with current GAAP, the recognition, measurement, and presentation of expenses and cash flows arising from a lease by a lessee will depend primarily on its classification as a finance or operating lease. However, unlike current GAAP—which requires only capital leases to be recognized on the balance sheet—the new ASU will require both types of leases to be recognized on the balance sheet. This update is effective for financial statements issued for annual periods beginning after December 15, 2019, including interim periods within those fiscal years. Early adoption is permitted.

The Company plans to adopt this ASU during the year ending December 27, 2020, coinciding with the ASU's effective date. Although the Company has not yet finalized its decision, it currently plans to adopt this ASU using the modified retrospective method. In accordance with ASU No. 2018-11, the Company does not plan to retrospectively adjust comparative periods in transition to ASC 842 and instead will report comparative periods under ASC 840, *Leases*. While the Company is still evaluating this ASU, the Company has determined that the primary impact will be to recognize in the consolidated balance sheets all operating leases with lease terms greater than 12 months. It is expected that this ASU will have a material impact on the Company's consolidated financial statements. Additionally, the Company is in process of evaluating the expanded disclosure requirements related to this ASU.

In June 2018, the FASB issued ASU No. 2018-07, *Compensation—Stock Compensation: Improvements to Non-employee Share-Based Payment Accounting*. ASU No. 2018-07 was issued to provide guidance on share-based payments granted to nonemployees in exchange for goods or services used or consumed in an entity's own operations and supersedes the guidance in ASC 505-50, *Equity-Based Payments to Non-Employees*. ASU No. 2018-07 aligns much of the guidance on measuring and classifying nonemployee awards with that of awards to employees. The guidance is effective for annual periods beginning after December 15, 2019. Early adoption is permitted, but not before an entity adopts ASC 606. The Company is in process of evaluating the impact this ASU will have on the Company's consolidated financial statements.

3. ACQUISITION AND PURCHASE ACCOUNTING

On December 4, 2018, the Company completed the purchase of all the assets associated with a restaurant that was operated by a franchisee of the Company. The Company purchased the restaurant because it represented an attractive valuation and was in close geographical proximity to the corporate headquarters. The total purchase price was $925,000. The Company's consolidated financial statements for the year ended December 30, 2018, reflect the results of operations of the newly acquired restaurant from December 4, 2018, to December 30, 2018.

The Company accounted for this acquisition under the purchase method in accordance with ASC Topic 805, *Business Combinations.* The following presents the final allocation of the purchase price based on valuations and internal analyses:

Assets Acquired

Property, plant, and equipment	$222,370
Reacquired franchise rights (intangible asset)	702,630
Total purchase price	$925,000

In valuing the acquired assets, fair values were based on, but not limited to, expected DCFs and replacement cost for fixed assets. A portion of the acquisition price was allocated to finite-lived intangible assets related to reacquired franchise rights, which will be amortized over the remaining contract term of the reacquired franchise agreement of approximately five and half years. The Company did not identify any excess purchase price over the fair value of the identifiable assets. As a result, goodwill was not recognized as part of this acquisition.

Transaction costs related to this acquisition amounted to $10,000 during 2018 and are included in selling, general, and administrative expenses in the accompanying consolidated statements of operations.

4. PROPERTY AND EQUIPMENT, NET

Property and equipment consists of the following at December 30, 2018, and December 31, 2017:

	2018	**2017**
Leasehold improvements	$ 3,424,364	$ 3,279,416
Equipment, furniture, and fixtures	1,962,518	1,726,026
Computers	874,080	673,176
Software	267,053	181,663
	6,528,015	5,860,281
Less accumulated depreciation and amortization	(3,051,899)	(2,041,721)
	$ 3,476,116	$ 3,818,560

Depreciation expense recorded for the years ended December 30, 2018, and December 31, 2017, was $1,010,179 and $828,870, respectively, of which $506,663 and $495,366, respectively, was recorded in company store operating and $503,516 and $333,504, respectively, was recorded in selling, general, and administrative expenses in the accompanying consolidated statements of operations.

5. INTANGIBLE ASSETS

The components of intangible assets consisted of the following as of December 30, 2018, and December 31, 2017:

Intangible Assets	December 30, 2018	December 31, 2017
Definite-lived intangible assets—Reacquired franchise rights	690,920	-
Indefinite-lived intangible assets—Trademarks	45,370	45,370
Total	736,290	45,370

The reacquired franchise rights have an amortization period of approximately five and a half years, which represents the remaining contractual term of the franchise agreements that were reacquired as of the acquisition date. The annual amortization expense related to the reacquired right for the next 5 years will approximate $128,000 each year.

6. ACCOUNTS PAYABLE AND ACCRUED EXPENSES

The major components of accounts payable and accrued expenses consisted of the following as of December 30, 2018, and December 31, 2017:

Accrued Expenses	December 30, 2018	December 31, 2017
Gift card liability	$ 1,878,635	$ 1,666,143
Trade accounts payable	1,197,455	394,167
Accrued payroll and bonus	1,196,820	1,636,924
Deferred rent	51,995	52,579
Capital lease liability	206,379	163,899
Other accrued expenses	534,967	542,041
Total	$ 5,066,251	$ 4,455,753

7. CREDIT FACILITY

On December 21, 2018, the Company entered into a senior revolving credit and security agreement with Bank of America, N.A., which expires December 21, 2023. The revolving facility allows the Company to borrow up to $15,000,000. Interest accrues on the outstanding loan balance and is payable monthly at a base rate equal to the highest of the a) federal fund rate plus 0.5%, b) Bank of America prime rate, c) LIBOR plus 1%; plus an applicable rate dependent on the leverage ratio as depicted in the table below:

Consolidated Leverage Ratio:	Applicable Rate
< 0.75 to 1.0	- %
≥ 0.75 to 1.0 but < 1.50 to 1.0	0.25
≥ 1.50 to 1.0	0.50

As of December 30, 2018, the interest rate was 5.5%. As of December 30, 2018, the Company had no outstanding borrowings from the revolving facility and no accrued interest payable.

The Company is required to maintain a consolidated leverage ratio of less than 2.5 to 1.0 and a consolidated fixed-charge coverage ratio of greater than 1.1 to 1.0. The Company is required to calculate the financial covenants at the end of each quarter and provide Bank of America with a compliance certificate. The Company was in compliance with all financial covenants as of December 30, 2018.

The revolving facility is collateralized by substantially all the assets of the Company. The agreement also limits the Company's ability to, among other things, incur liens, incur additional indebtedness, hold investments, transfer or dispose of assets, change the nature of the business, or guarantee obligations. The agreement contains customary events of default, including, without limitation, failure to pay the outstanding term loans or accrued interest on the due date.

The Company had unamortized loan origination fees of $167,579 as of December 30, 2018. The current portion of $33,516 and the noncurrent portion of $134,063 is included in the consolidated balance sheet in prepaid expenses and other current assets and other assets, respectively.

8. EQUITY METHOD INVESTMENT

During the year ended December 25, 2016, the Company contributed $619,391 to BP Lake Buena Vista, LLC ("BP Lake") to acquire membership units of approximately 16.7% of BP Lake's outstanding membership units. The management of BP Lake is controlled by the board of managers of BP Lake and the Company has 20% voting rights within the board of managers. The Company's membership units and rights within the board of rights have not changed since inception. This investment is accounted for using the equity method and amounted to $542,234 and $587,210 as of December 30, 2018, and December 31, 2017, respectively, and is included within investments in the accompanying consolidated balance sheets.

Additionally, the Company has entered into a franchise agreement with BP Lake. Under this franchise agreement, the Company received royalties from BP Lake amounting to $424,590, $410,103, and $0 during the years ended December 30, 2018, December 31, 2017, and December 25, 2016, respectively, and such amounts are included within royalty revenue, franchise fee, and other in the accompanying consolidated statements of operations.

The Company evaluates equity method investments for impairment whenever events or circumstances exist that may have a significant adverse impact on the fair value of the investment. If a loss in value has occurred and is determined to be other than temporary, an impairment loss is recorded. The Company reviews several factors to determine whether an impairment loss has occurred that is other than temporary, including absence of an ability to recover the carrying amount of the investment, the length and extent of the fair value decline, and the financial condition and future prospects of the investee. The Company did not record any impairment on the equity method investments during the years ended December 30, 2018, December 31, 2017, and December 25, 2016.

9. CONSOLIDATION OF BP FUND A, LLC

In December 2013, the Fund was formed to finance the building and expansion of up to five company store locations. Upon formation, the Fund had two classes of ownership interests, designated as Class A and Class B units. The total number of authorized units was 10,000,000, of which 2,500,000 and 7,500,000 were designated as Class A and Class B units, respectively. The Company purchased 1,166,667 Class A units of the Fund at $1 per unit for a total purchase price of $1,166,667 via a contribution of a license. 3,500,000 Class B units were sold to various investors for cash of $3,500,000. Upon formation, the Company had 25% of the membership interest in the Fund.

The profits and losses of the Fund were generally allocated based on each member's percentage interest. The Fund was managed by three managers, of which the Company could select two. As such, upon formation, the Company had approximately 67% of the voting rights over the Fund, which resulted in consolidation of the Fund into the Company and the equity of the Class B members treated as a noncontrolling interest.

On July 2, 2018, the Company acquired all of the outstanding Class B units of the Fund in exchange for $6,400,000. The Fund became a wholly owned subsidiary as a result of this acquisition. As the Company controlled the Fund prior to the acquisition, the Company accounted for this as an equity transaction. The Company recorded net income attributable to the noncontrolling interest through July 2, 2018, amounting to $172,396. The carrying value of the noncontrolling interest as of July 2, 2018, was $2,876,636, which was derecognized as a result of the acquisition. The consideration paid in excess of the carrying value of the noncontrolling interest amounting to $3,523,364 was recorded to members' equity.

10. MEMBERS' EQUITY

On December 26, 2015, the Company had two classes of units, Class A units and Class B units. On June 30, 2017, the Company amended and restated its operating agreement ("Agreement") to create membership interests designated as Class C units. Therefore, the Company has three classes of ownership interests, designated Class A units, Class B units, and Class C units subsequent to June 30, 2017. The total number of authorized units which the Company has the authority to issue under the Agreement is 19,860,000 of which 5,500,000, 8,000,000, and 6,360,000 are designated as Class A units, Class B units, and Class C units, respectively.

Preemptive Rights—Each time the Company proposes to offer any member units or securities convertible into member units, the Company will first make an offering of the additional units to the Class B and Class C members in accordance with the Agreement.

Right of First Refusal—If any member receives a purchase offer for their units and is willing to accept, the member must give 30-day written notice to the other members about the amount and terms of the offer. The other members have the option to purchase all or a portion of the designated member units for the same terms contained in the offer.

Co-Sale Rights—If any Class A member proposes to transfer any Class A units to someone other than a permitted transferee, as defined in the Agreement, then each Class B member and Class C member who has not exercised its right of first refusal may sell a portion of its Class B units or Class C units to the person to whom such Class A member proposes to sell such Class A units and in a proportional amount based on the percentage of the total units held by each class.

Voting Rights—The Company is manager-managed, as defined in the Agreement. Class A members, voting as a single class, are entitled to elect two managers; Class B members, voting as a single class, are entitled to elect two managers; Class C members, voting as a single class, are entitled to elect three managers; and an eighth manager to be appointed by the holders of the majority of outstanding Class A units. All Class A members, Class B members, and Class C members have rights to vote on any amendments to the Agreement, the sale or other transfer of all or substantially all of the assets of the Company, the merger, consolidation or conversion of the Company, the dissolution of the Company, the bankruptcy of the Company, or any other matters as defined by applicable law or the Agreement.

In addition to the voting rights of all members, Class B members have the right to vote on the creation of senior classes of securities, compensation transactions, employee options, and certain other matters.

Ordinary Distributions—In the discretion of the Company's board of managers, the Company may from time to time distribute cash flow from the Company's operations in any fiscal year to its members holding Class A units, Class B units, and Class C units, pro rata according to the number of units held by each such member.

Tax Distributions—The Company is obligated to make quarterly distributions to each member in amounts approximately equal to (i) such member's allocation of the net profit of the Company in such period, multiplied by (ii) the highest maximum combined marginal US federal, state, and local income tax rates to which any member may be subject and taking into account the character of such taxable income and the deductibility of state income tax for federal income tax purpose.

Distributions in Liquidation or other Extraordinary Distributions—If the Company makes distributions other than ordinary distributions or tax distributions as described above, including any distributions in liquidation of the Company, the amount of such distributions will be allocated as follows:

1. First, ratably to the holders of Class C units until all such holders of Class C units have received a return of their capital invested into the Company

2. Second, ratably to the holders of Class A units and Class B units until all such holders of Class A units and Class B units have received a return of their capital invested into the Company

3. Thereafter, ratably to holders of Class A units, Class B units, and Class C units.

2017 Tender Offer—During 2017, the Company entered into an agreement to sell 6,360,000 units of its Class A and Class B units in a tender offer to subscribers of 6,360,000 of newly designated Class C units. The Class C unitholders paid $122,444,882 to the Company to purchase 6,360,000 of Class C units. The Company incurred transaction costs of $3,337,791, which were recorded as an increase in accumulated deficit. The Company paid a total of $118,814,882 to purchase 6,360,000 of Class A and Class B unitholders, which were retired by the Company.

Conditional Redemption Feature—Between the seventh and tenth anniversary of the effective date of the tender offer, the Class C members have the right to cause the Company to redeem its Class C units, at fair market value, subject to certain limitations. If the Company is unable to redeem the Class C units, then the Class C members have the right to sell its Class C units to a third-party buyer. As part of this sale, the Class C units have the right to require the Class A and Class B members to sell their units to the third-party buyer. The redemption rights held by the Class C units would constitute a redemption event outside of the Company's control, however, are only conditionally redeemable upon an approved sale of the Company (through sale of assets, sale of equity, merger, or otherwise), to an unaffiliated third party, which is not certain to occur.

Employee and Nonemployee Compensation—The repurchase of 421,739 of Class A and Class B units under the 2017 tender offer was related to employees of the Company. The employees received consideration that exceeded the fair value of the Class A and Class B units on the date of the repurchase. The Company recognized compensation cost of $1,114,060 for the excess of the repurchase price over the fair value of the Class A and Class B Units repurchased from its employees. The compensation cost was included in selling, general, and administrative expenses within accompanying the consolidated statement of operations for the year ended December 31, 2017.

Additionally, the repurchase of 609,308 of Class B units under the 2017 tender offer was related to a franchisee that was awarded stock options in exchange for services to the Company. The franchisee received consideration that exceeded the fair value of the Class B units on the date of the repurchase. The Company recognized compensation cost of $1,609,538 for the excess of the repurchase price over the fair value of the Class B units repurchased from the franchisee. The compensation cost was included as a reduction to royalty revenue, franchise fees, and other within accompanying the consolidated statement of operations for the year ended December 31, 2017.

11. STOCK OPTION

Employee Stock Option Plan—On January 31, 2012, the Company established the 2012 Option Plan (the "2012 Plan") authorizing the grant of 500,000 Class A units and 1,500,000 Class B units. In June 2013, the Company amended the 2012 Plan authorizing an increase in the Class B units available under the 2012 Plan to 2,200,000. These options vest annually over a five- to seven-year period and have a 10-year term from the grant date. The 2012 Plan provides a means whereby designated employees, directors, officers, or consultants of the Company may be granted options for the right to purchase units of the Company.

On September 25, 2017, the Company established the 2017 Option Plan (the "2017 Plan") authorizing the grant of 1,300,000 Class B units. These options vest annually over a four-year period and have a 10-year term from the grant date. The 2017 Plan provides a means whereby designated employees, directors, officers, or consultants of the Company may be granted options for the right to purchase units of the Company.

On October 31, 2018, the Company terminated the 2012 Plan and the 2017 Plan in connection with the Reorganization and, in substitution thereof, established the 2018 Option Plan (the "2018 Plan") authorizing the grant of 100,000 Class A units and 1,572,000 Class B units. The Company granted to all participants of the 2012 Plan and the 2017 Plan substitute options under the 2018 Plan with terms equivalent to those previously outstanding under the 2012 Plan or 2017 Plan, as applicable, as of immediately prior to the Reorganization. The 2018 Plan provides a means whereby designated employees, directors, officers, or consultants of the Company may be granted options for the right to purchase units of the Company.

A summary of the activity of the options granted is as follows for the years ended December 30, 2018, and December 31, 2017:

	Number of Stock Options		Exercise Price	Weighted Average	Weighted Average
	Class A	Class B	Per Share	Exercise Price	Remaining Life
Outstanding at December 25, 2015	300,000	685,000	$0.2-$2.45	$ 0.99	7.3
Options granted	-	-	-	-	-
Options exercised	(75,000)	(142,373)	0.2-2.45	0.57	6.1
Options forfeited or expired	-	-	-	-	-
Outstanding at December 25, 2016	225,000	542,627	0.2-2.45	0.72	6.3
Exerciseable at December 25, 2016	75,000	222,627	0.2-2.45	0.73	6.3

	Number of Stock Options		Exercise Price	Weighted Average	Weighted Average
	Class A	Class B	Per Share	Exercise Price	Remaining Life
Outstanding at December 25, 2016	225,000	542,627	$0.2-$2.45	$ 0.72	6.3
Options granted	-	865,000	19.25	19.25	9.7
Options exercised	(125,000)	(245,627)	0.2-2.45	0.65	5.2
Options forfeited or expired	-	-	-	-	-
Outstanding at December 31, 2017	100,000	1,162,000	0.2-19.25	13.44	8.3
Exerciseable at December 31, 2017	-	117,000	0.71-2.45	0.96	5.8

	Number of Stock Options		Exercise Price	Weighted Average	Weighted Average
	Class A	Class B	Per Share	Exercise Price	Remaining Life
Outstanding at December 31, 2017	100,000	1,162,000	$0.2-$19.25	$ 13.44	8.3
Options granted	-	200,000	20.45	20.45	9.4
Options exercised	-	(12,500)	0.71	0.71	5.1
Options forfeited or expired	-	(52,500)	0.71-19.25	14.84	-
Outstanding at December 30, 2018	100,000	1,297,000	0.2-20.45	14.51	7.6
Exerciseable at December 30, 2018	50,000	542,000	0.2-19.25	9.69	6.5

Compensation costs related to the employee stock options for the years ended December 30, 2018, December 31, 2017, and December 25, 2016, were $798,320, $267,991, and $51,969, respectively, and were recorded as selling, general, and administrative expenses on the Company's consolidated statements of operations. Total grant date fair value for employee stock options granted during the years ended December 30, 2018 and December 31, 2017 were approximately $2,977,000 and $851,000, respectively, or approximately $3.44 per share and $4.25, respectively. The total intrinsic value of employee stock options exercised during the years ended December 30, 2018, December 31, 2017, and December 25, 2016, were approximately $226,000, $6,006,000, and $109,380, respectively. As of December 30, 2018, there were approximately $2,304,000 of unrecognized compensation expense, which will be recognized as compensation costs amounting to approximately $822,000, $812,000, $602,000, and $68,000 in the fiscal years ended 2019, 2020, 2021, and 2022, respectively.

Nonemployee Stock Options—In 2013, the Company granted 1,255,820 stock options to a franchisee that provide the franchisee the right to purchase the Company's Class B units. The franchisee was required to satisfy four separate performance conditions for the stock options to vest. Upon the satisfaction of each performance condition, 313,955 of stock options vested. Two performance conditions were satisfied in prior years and the related stock options were fully exercised in prior years.

During 2016, the franchisee satisfied the remaining two performance conditions that resulted in the vesting of 627,910 of stock options. The franchisee exercised the stock options for $444,560, or $0.708 per unit, during the year ended December 25, 2016. The Company measured the cost of the nonemployee services related to such stock options using the Black-Scholes-Merton pricing model on performance completion date, which was in 2016. The total cost of the nonemployee services was $872,798, and it was recorded as a reduction in royalty revenue, franchise fees, and other in the accompanying consolidated statement of operations. Given that the performance condition was satisfied in 2016 and the lowest aggregate fair value of the award was $0 in historical periods, the total cost of the award was recorded during the year ended December 25, 2016. The intrinsic value of the stock options exercised was $1.39 per unit.

12. EMPLOYEE BENEFIT PLANS

The Company has a 401(k) plan covering eligible employees. Employee contributions are supplemented by Company contributions subject to 401(k) plan terms. The Company recognized employer matching contributions of $191,799, $187,084, and $181,894 for the years ended December 30, 2018, December 31, 2017, and December 25, 2016, respectively.

13. COMMITMENTS AND CONTINGENCIES

Leases—The Company conducts its corporate administration from one office and its retail sales from six operating Company stores under various leases. The following is a schedule of future minimum rental payments required under these leases as of December 30, 2018:

	Capital Leases	Operating Leases	Total
2019	$215,101	$ 1,022,766	$ 1,237,867
2020	172,425	739,369	911,794
2021	48,271	751,365	799,636
2022	4,731	719,118	723,849
2023	-	646,390	646,390
Thereafter	-	635,422	635,422
	$440,528	$ 4,514,430	$ 4,954,958

During 2018 and 2017, total rent expense was $1,135,736 and $904,865, respectively, and was included in company store operating costs and selling, general, and administrative expenses. Contingent rent expense was not material.

In some instances, the Company has executed leases for franchise locations and then subleases the stores to the franchisees under the same payment terms as the original lease. Accordingly, the Company is contingently liable for rental payments at one franchise location in the event of franchisee default. The future minimum lease payments of such franchisee, which is not included in the table above, at December 30, 2018, are as follows:

2019	$108,768
2020	115,280
2021	115,280
2022	57,640
2023	-
Thereafter	-
	$396,968

Lease Guarantees—The Company has, in certain cases, guaranteed lease payments associated with lease agreements that franchisees have entered into. The Company had outstanding lease guarantees or was contingently liable for approximately $5,187,522 and $4,776,368 as of December 30, 2018, and December 31, 2017, respectively. These amounts represent the maximum potential liability of future payments under these leases. Excluding unexercised option periods, the Company's potential liability for future payments under these leases as of December 30, 2018, was $2,489,468. These guarantees expire at the end of the respective lease terms, which range from 2023 through 2037. The Company has not received any notice of default related to these leases as of December 30, 2018. In the event of default, the indemnity and default clauses in the Company's franchise agreements govern its ability to pursue and recover damages incurred. No material liabilities for these guarantees have been recorded as of December 30, 2018.

Litigation—The Company is involved in various claims and legal actions that arise in the ordinary course of business. The Company does not believe that the ultimate resolution of these matters will have a material adverse effect on the Company's financial position, results of operations, liquidity, or capital resources. However, an increase in the number of these claims, or one or more successful claims under which the Company incurs greater liabilities than the Company currently anticipates, could materially and adversely affect the Company's business, financial position, results of operations, and cash flows.

Contingent Employee and Nonemployee Compensation—In exchange for services from employees and nonemployees, the Company has entered into a compensation arrangement whereby certain employees and nonemployees will receive consideration that is contingent on the fair market value of the Company upon a future change of control event (i.e., sale of company or initial public offering). As of December 30, 2018, a change of control event specified in the compensation agreement has not occurred. Compensation cost associated with this arrangement has not been recognized because the occurrence of a change of control event is not probable.

14. RESTATEMENT OF PREVIOUSLY ISSUED FINANCIAL STATEMENTS

Subsequent to the issuance of its 2017 financial statements, the Company identified errors related to its accounting for revenues, leases, and stock compensation expense. Additionally, the Company identified errors in account reconciliations and accruals. As a result, the consolidated financial statements as of December 31, 2017, and for the years ended December 31, 2017 and December 25, 2016, have been restated from amounts previously reported to correct the errors. The following summarizes the effects of these restatement adjustments as well as the retrospective adjustments to prior periods from changes in accounting principles as further described in Note 1 on the consolidated balance sheets:

	As of December 31, 2017					
Balance Sheet:	**As Previously Reported (Unaudited)**	**Reclassifications (Unaudited)**	**Ref**	**Restatement Adjustments (Unaudited)**	**Ref**	**As Restated**
Cash and cash equivalents	$ 8,643,492	$ -		$ (181,164)	D	$ 8,462,328
Restricted cash	704,215	-		(150,557)	D	553,658
Accounts receivable	917,721	-		(490,455)	A, E	427,266
Inventories	161,012	-		(107,387)	E	53,625
Prepaid expenses and other current assets	1,566,753	-		(1,213,091)	C, E	353,662
Total current assets	11,993,193	-		(2,142,654)		9,850,539
Property and equipment—net	3,550,746	-		267,814	F, K	3,818,560
Investments	619,391	-		(32,181)		587,210
Intangible assets	45,370	-		-		45,370
Other assets	89,630	-		-		89,630
Total assets	$16,298,330	-		$(1,907,021)		$14,391,309
Accounts payable and accrued expenses	$ 3,121,040	-		$ 1,334,713	B, D, K, M	$ 4,455,753
Deferred franchise fee revenue	2,182,751	-		1,247,502	A	3,430,253
Total current liabilities	5,303,791	-		2,582,215		7,886,006
Other noncurrent liabilities	-	-		773,608	K, M	773,608
Total liabilities	5,303,791	-		3,355,823		8,659,614
Members' equity	7,771,750	(7,771,750)				-
Members' contributed capital	-	9,131,138		2,910,786	G	12,041,924
Accumulated earnings/(deficit)	-	(1,359,388)		(7,855,081)	N	(9,214,469)
Noncontrolling interest	3,222,789	-		(318,549)	J	2,904,240
Total members' equity	10,994,539	-		(5,262,844)		5,731,695
Total liabilities and members' equity	$16,298,330	-		$(1,907,021)		$14,391,309

The following summarizes the effects of these restatement adjustments on the consolidated statements of operations:

Statement of Operations	Year Ended December 31, 2017 As Previously Reported (Unaudited)	Reclassifications (Unaudited)	Ref	Restatement Adjustments (Unaudited)	Ref	As Restated
Company store retail sales	$ 9,561,350	$ -		$ (67,589)	B	$ 9,493,761
Royalty revenue, franchise fees, and other	13,677,590	2,128,000	I	(1,973,821)	A, G, H	13,831,769
Initial franchise fees	2,128,000	(2,128,000)	I	-	I	-
Marketing expense reimbursement	1,062,000	-		(1,062,000)	I	-
Advertising fees and related income	-	-		5,178,630	C	5,178,630
Total revenues	26,428,940	-		2,075,220		28,504,160
Company store operating costs	8,769,468	-		(5,981)	D	8,763,487
Franchise origination costs	982,655	(982,655)	I	-		-
Selling, general, and administrative expenses	12,084,668	1,008,085	I	1,218,131	B, D, E, F, G, K	14,310,884
Advertising expenses	-	-		6,037,122	B, C	6,037,122
Total costs and expenses	21,836,791	25,430		7,249,271		29,111,493
Interest income	-	-		-		-
Change in fair value of warrant	-	-		-		-
Income from equity method investment	-	-		162,194	H	162,194
Taxes on revenues	(25,430)	25,430	I	-		-
Net income	4,566,719	-		(5,011,858)		(445,139)
Net income attributable to noncontrolling interest	(549,994)	-		107,230	J	(442,764)
Net income attributable to Company	$ 4,016,725	$ -		$(4,904,628)	J	$ (887,903)

Statement of Operations	Year Ended December 25, 2016 As Previously Reported (Unaudited)	Reclassifications (Unaudited)	Ref	Restatement Adjustments (Unaudited)	Ref	As Restated
Company store retail sales	$ 9,421,812	$ -		$ -		$ 9,421,812
Royalty revenue, franchise fees and other	8,715,134	2,112,500	I	(765,297)	A, G	10,062,337
Initial franchise fees	2,112,500	(2,112,500)	I	-		-
Marketing expense reimbursement	600,000	-		(600,000)	I	-
Advertising fees and related income	-	-		3,401,341	C	3,401,341
Total revenues	20,849,446	-		2,036,044		22,885,490
Company store operating costs	8,237,106			86,381	B	8,323,487
Franchise origination costs	417,122	(417,122)	I	-		-
Selling, general, and administrative expenses	9,060,891	442,302	I	(333,260)	B, D, E, G, I	9,169,933
Advertising expenses	-	-		3,544,500	B, C	3,544,500
Total costs and expenses	17,715,119	25,180		3,297,621		21,037,920
Interest income	-	-		-		-
Change in fair value of warrant	-	-		-		-
Income from Equity Method Investment	-	-		15,823	H	15,823
Taxes on revenues	(25,180)	25,180	I	-		-
Net income	3,109,147	-		(1,245,754)		1,863,393
Net income attributable to noncontrolling interest	(722,072)	-		221,188	J	(500,884)
Net income attributable to Company	$ 2,387,075	$ -		$(1,024,566)	J	$ 1,362,509

The following summarizes the effects of these restatement adjustments as well as the retrospective adjustments to prior periods from changes in accounting principles and reclassification adjustments on the consolidated statements of members' equity (deficit):

	Year Ended December 31, 2017					
Consolidated Statement of Members' Equity (Deficit)	**As Previously Reported (Unaudited)**	**Reclassification Adjustments (Unaudited)**	**Restatement Adjustments (Unaudited)**	**Ref**	**Adjustment to Beginning Member's Equity (Deficit) (Unaudited)**	**As Restated**
Members' equity	$ 7,771,750	$(7,771,750)	$ -		$ -	$ -
Members' contributed capital	-	9,131,138	2,649,942	G	260,844	12,041,924
Accumulated deficit	-	(1,359,388)	(4,904,622)	N	(2,950,459)	(9,214,469)
Noncontrolling interest	3,222,789	-	(107,230)	J	(211,319)	2,904,240
Total	$10,994,539	$ -	$(2,361,910)		$(2,900,934)	$ 5,731,695

	Year Ended December 25, 2016						
Consolidated Statement of Member's Equity (Deficit)	**As Previously Reported (Unaudited)**	**Reclassification Adjustments (Unaudited)**	**Restatement Adjustments (Unaudited)**	**Ref**	**Adjustment to Beginning Member's Equity (Deficit) (Unaudited)**	**Ref**	**As Restated**
Members' equity	$3,638,169	$(3,638,169)	$ -		$ -		$ -
Members' contributed capital	-	4,920,429	260,844	G, L	-		5,181,273
Accumulated deficit	-	(1,282,261)	(1,024,571)	N	(1,925,887)	A, B, C, D, L	(4,232,719)
Noncontrolling interest	3,291,551	-	(221,188)	J	9,869		3,080,232
Total	$6,929,720	$ -	$ (984,915)		$(1,916,018)		$ 4,028,786

The following summarizes the effects of these restatement adjustments as well as the retrospective adjustments to prior periods from changes in accounting principles on the consolidated statements of cash flows:

	Year Ended December 31, 2017			
Statement of Cash Flows	**As Previously Reported (Unaudited)**	**Retrospective Accounting Changes**	**Restatement Adjustments (Unaudited)**	**As Restated**
Net income	$ 4,566,719	$ -	$(5,011,858)	$ (445,139)
Depreciation and amortization expense	604,217	-	224,653	828,870
Stock-based compensation	341,229	-	1,040,651	1,381,880
Warrant-based compensation	-	-	1,609,292	1,609,292
Change in fair value of warrant	-	-	-	-
Deferred rent	-	-	(50,366)	(50,366)
Dividends from equity method investments	-	-	160,386	160,386
Income from equity method investments	-	-	(162,194)	(162,194)
Accounts receivable	(495,621)	-	383,218	(112,403)
Inventories	99,672	-	(0)	99,672
Prepaid expenses and other current assets	(782,221)	-	937,424	155,203
Other assets	(8,000)	-	-	(8,000)
Accounts payable and accrued expenses	969,898	-	414,955	1,384,853
Deferred franchise fee revenue	(153,749)	-	277,999	124,250
Net cash provided by operating activities	5,142,144	-	(175,840)	4,966,304
Purchase of property, plant, and equipment	(551,195)	-	(84,415)	(635,610)
Investment in Disney franchise	-	-	-	-
Restricted cash	(404,275)	404,275	-	-
Net cash used in investing activities	(955,470)	404,275	(84,415)	(635,610)
Cash paid for Class A and B member units	(119,658,270)	-	843,388	(118,814,882)
Cash received for Class C member units	123,515,249	-	(1,070,367)	122,444,882
Class C unit issuance costs	(3,325,709)	-	(12,082)	(3,337,791)
Cash received for warrants exercised	-	-	-	-
Cash received for stock options exercised	-	-	239,062	239,062
Payments for capital leases	-	-	(43,881)	(43,881)
Distributions to members	(1,374,399)	-	(417)	(1,374,816)
Net cash used in financing activities	(843,129)	-	(44,297)	(887,426)
Net increase (decrease) in cash, cash equivalents, restricted cash, and restricted cash equivalents	3,343,545	404,275	(304,552)	3,443,268
Cash, cash equivalents, restricted cash, and restricted cash equivalents—beginning of year	5,299,947	299,940	(27,169)	5,572,718
Cash, cash equivalents, restricted cash, and restricted cash equivalents—end of year	$ 8,643,492	$704,215	$ (331,721)	$ 9,015,986

Statement of Cash Flows	Year Ended December 25, 2016			
	As Previously Reported (Unaudited)	Retrospective Accounting Changes	Restatement Adjustments (Unaudited)	As Restated
Net income	$ 3,109,147	$ -	$(1,245,754)	$ 1,863,393
Depreciation and amortization expense	553,750	-	10,577	564,327
Stock-based compensation	38,951	-	13,019	51,970
Warrant-based compensation	107,373	-	204,340	311,713
Change in fair value of warrant	-	-	-	-
Deferred rent	-	-	(47,449)	(47,449)
Dividends from equity method investments	-	-	8,265	8,265
Income from equity method investments	-	-	(15,823)	(15,823)
Accounts receivable	(408,502)	-	281,355	(127,147)
Inventories	(34,543)	-	(1)	(34,544)
Prepaid expenses and other current assets	(474,766)	-	92,260	(382,506)
Other assets	-	-	-	-
Accounts payable and accrued expenses	231,524	-	724,355	955,879
Deferred franchise fee revenue	(199,500)	-	(406,500)	(606,000)
Net cash provided by operating activities	2,923,434	-	(381,356)	2,542,078
Purchase of property, plant, and equipment	(477,853)	-	64,451	(413,402)
Investment in Disney franchise	(619,391)	-	-	(619,391)
Restricted cash	-	-	-	-
Net cash used in investing activities	(1,097,244)	-	64,451	(1,032,793)
Cash paid for Class A and B member units	-	-	-	-
Cash received for Class C member units	-	-	-	-
Class C unit issuance costs	-	-	-	-
Cash received for non-employee stock options exercised	444,560	-	561,085	1,005,645
Cash received for stock options exercised	124,530	-	-	124,530
Distributions to members	(1,107,494)	-	(1)	(1,107,495)
Net cash used in financing activities	(538,404)	-	561,084	22,680
Net increase (decrease) in cash, cash equivalents, restricted cash, and restricted cash equivalents	1,287,786	-	244,179	1,531,965
Cash, cash equivalents, restricted cash, and restricted cash equivalents—beginning of year	4,012,161	299,940	(271,348)	4,040,753
Cash, cash equivalents, restricted cash, and restricted cash equivalents—end of year	$ 5,299,947	$299,940	$ (27,169)	$ 5,572,718

Additional information with respect to these errors is as follows:

A—The Company determined it had incorrectly applied the guidance in ASC 605 related to initial franchise fees by recording revenue before substantially all material services required by the franchise agreement were performed, which coincide with the store opening. As such, the Company has corrected this error by increasing the deferred franchise fee liability in the consolidated balance sheet as of December 31, 2017, by approximately $1,248,000, which is net of a $260,000 reclassification from accounts receivable that were improperly grossed up on the consolidated balance sheet. The franchise fee revenue in the consolidated statements of operations was decreased by approximately $202,000 and was increased by approximately $108,000 for the years ended December 31, 2017, and December 25, 2016, respectively. The remaining net adjustment of approximately $1,414,000 relates to prior years and is shown as a prior period adjustment to members' equity/(deficit) as of December 27, 2015.

B—The Company determined it had not appropriately accrued payroll, accrued sales tax, and certain invoices in prior years. As such, the Company corrected these errors by increasing its December 31, 2017, accrued expenses by approximately $1,671,000. The Company recorded a corresponding adjustment to the consolidated statements of operations for the years ended December 31, 2017, and December 25, 2016 by decreasing store retail sales by approximately $68,000 and $0; increasing company store operating costs by approximately $0 and $86,000; increasing selling, general, and administrative expenses by approximately $745,000 and $312,000; and increasing advertising fees by approximately $87,000 and $88,000, respectively. The remaining net adjustment of approximately $285,000 relates to prior years and is shown as a prior period adjustment to members' equity/(deficit) as of December 27, 2015.

C—The Company determined it had incorrectly applied the guidance in ASC 605-45, *Principal Agent Considerations,* by recording revenue net, as an agent, related to an advertising fund. The correct application of the guidance was to record revenues and expenses gross, as a principal. The Company is the principal of the advertisement fund because, among other reasons, the Company contractually has complete discretion on how the advertisement fund is utilized for marketing purposes, the Company has the ability to overspend the advertisement fund without franchisee approval, the Company has no obligation to any franchisee to utilize the funds in a specific manner that benefit any specific franchisee, and there are no other significant parties involved in administrating the advertisement fund. Additionally, as part of this arrangement, the Company improperly capitalized an asset related to advertisement expenditures which exceeded the contributions received from the franchisees. As a result, the asset was written-off which resulted in a decrease in prepaid expenses and other current assets of approximately $1,347,000 in the consolidated balance sheet as of December 31, 2017. The effect on the Company's December 31, 2017, and December 25, 2016, consolidated statements of operations was an increase to advertising fees and related income of approximately $5,179,000 and $3,401,000 and an increase to advertising expenses of approximately $5,950,000 and $3,456,000, respectively. The remaining adjustment to the advertising fund assets of approximately $521,000 relates to prior periods and, as such, is shown as a prior period adjustment to members' equity/(deficit) as of December 27, 2015.

D—The Company determined it had incorrectly classified restricted cash and unrestricted cash and cash equivalents, resulting in corrections to decrease cash and cash equivalents and restricted cash of approximately $181,000 and $151,000, respectively, in the consolidated balance sheet as of December 31, 2017. The decrease in restricted cash is related to the removal of a restriction for approximately $151,000 during the year ended December 31, 2017, which resulted in an increase in cash and cash equivalents. The net decrease of approximately $332,000 to cash and cash equivalents related to a corresponding increase in various unrecorded expenses that are individually immaterial. To correct the unrecorded expenditures, the Company increased company store operating costs by approximately $105,000 and $0 and increased selling, general, and administrative costs by approximately $44,000 and $19,000 for the years ended December 31, 2017, and December 25, 2016, respectively. The remaining unrecorded expenditure adjustments of approximately $164,000 relates to prior periods and, as such, is shown as a prior period adjustment to members' equity/(deficit) as of December 27, 2015.

Additionally, a classification error of approximately $112,000 was corrected by reclassifying this amount from company store operating costs to selling, general, and administrative expenses for the year ended December 31, 2017.

E—The Company determined it had improperly classified certain prepaid expenses as accounts receivable and inventory. As a result, the Company reclassified approximately $205,000 of accounts receivable and $107,000 of inventory to prepaid expenses in its December 31, 2017, consolidated balance sheet. Additionally, the Company did not appropriately amortize certain prepaid expenses of approximately $178,000, which resulted in a reduction to prepaid expenses as of December 31, 2017 and a corresponding increase in selling, general, and administrative expenses of approximately $135,000 and $43,000 for the years ended December 31, 2017, and December 25, 2016, respectively.

F—The Company determined it had unrecorded depreciation expense of approximately $130,000 for the year ended December 31, 2017. As a result, the Company increased selling, general, and administrative costs by approximately $130,000 and decreased property and equipment, net by approximately $130,000 for the year ended December 31, 2017.

G—The Company determined that it incorrectly applied the guidance in ASC 505-50, *Equity-Based Payments to Non-Employees*, with respect to non-employee stock options that were fully vested and exercised in 2016. As the stock options were issued to a franchisee, the Company reclassified approximately $107,000 of compensation costs out of selling, general, and administrative expenses and classified such compensation costs as a reduction in initial franchise fee revenue for the year ended December 25, 2016. Additionally, based on the timing of the performance condition and the measurement date of the nonemployee stock options, the Company recorded an adjusting entry to further decrease franchise fee revenue by approximately $765,000 and a corresponding increase to members' contributed capital for the year ended December 25, 2016.

The Company also determined that it incorrectly applied the guidance in ASC 718, *Compensation-Stock Compensation*, with respect to the measurement of the grant date fair value of its stock option grants in 2017. As a result, the Company decreased selling, general, and administrative expense by approximately $73,000 with a corresponding decrease to members' contributed capital for the year ended December 31, 2017.

In connection with the 2017 tender offer, the Company determined that it incorrectly applied the guidance in ASC 505-50 and ASC 718. As a result, the Company failed to record compensation expense for employees and nonemployee stock option holders who were paid above fair market value for their units at the time of the transaction. As such, the Company has increased its selling, general, and administrative costs by approximately $1,114,000 related to stock compensation expense for employees and increased members' contributed capital for the year ended December 31, 2017. Additionally, the Company has reduced its franchise fee income by approximately $1,609,000 related to compensation for non-employees and increased members' contributed capital for the year ended December 31, 2017.

H—The Company determined it had not properly accounted for its investment in BP Lake as the Company previously accounted for it under the cost method when it should have been accounted for under the equity method. As a result, the Company reclassified approximately $162,000 of equity method investment earnings by decreasing revenues from royalty revenue, franchise fees, and other, and by increasing income from equity method investment in the December 31, 2017 consolidated statements of operations.

I—The Company corrected a classification error related to the inappropriate presentation of marketing expense reimbursement revenue of approximately $1,062,000 and $600,000 by recording a decrease to marketing expense reimbursement revenue and by recording a corresponding decrease to selling, general, and administration expenses for the years ended December 31, 2017, and December 25, 2016, respectively.

As discussed in Note 2, reclassifications in the prior period consolidated statements of operations related to: a) reclassifying approximately $983,000 and $417,000 of franchise origination costs for the years ended December 31, 2017, and December 25, 2016, respectively, to selling, general, and administrative expenses to better reflect the current presentation of costs and expenses; b) reclassifying approximately $25,000 and $25,000 of taxes on revenues for the years ended December 31, 2017, and December 25, 2016, respectively, from its own line item below costs and expenses to selling, general, and administrative expenses to better reflect the nature of these tax payments; and c) reclassifying approximately $2,128,000 and $2,113,000 in franchise fee revenue to royalty revenue, franchise fees, and other for the years ended December 31, 2017 and December 25, 2016, respectively.

J—The Company recorded corrections to the net income attributable to noncontrolling interest amounting to approximately $107,000 and $221,000 for the years ended December 31, 2017 and December 25, 2016, respectively, to reflect the restated net income amount included in the consolidated statement of operations.

K—In 2017, the Company incorrectly applied the guidance in ASC 840 and accounted for a capital lease as an operating lease. As such, the Company has increased accrued expenses and other noncurrent liabilities for December 31, 2017, by approximately $164,000 and $274,000, respectively, which represents the present value of minimum lease payments, less applicable payments. In addition, the Company increased property and equipment for the assets acquired in the lease by $398,000 as of December 31, 2017. The Company also previously did not recognize any expense during the rent-free period related to the lease and recognized approximately $40,000 of additional expense associated with the capital lease assets to selling, general, and administrative expenses.

L—Prior to December 27, 2015, the Company incorrectly recognized an expense and a corresponding liability of approximately $517,000 related to nonemployee stock options. The Company determined that such expense and liability should not have been recognized prior to December 27, 2015. As a result, the Company initially corrected this error by decreasing the associated liability and increasing equity by $517,000 during the fiscal year ended December 25, 2016 resulting in a misstatement to the consolidated statements of members' equity (deficit). The Company corrected this out-of-period misstatement by recording a decrease to members' contributed capital by approximately $517,000 during the year ended December 25, 2016 and a corresponding increase to prior period adjustment to members' equity/(deficit) as of December 27, 2015.

M—The Company determined it had not appropriately classified its deferred rent liabilities as current and noncurrent. As such, the Company reclassified $500,000 of such deferred rent liabilities from current to other noncurrent liabilities as of December 31, 2017.

N—In order to reflect the restated net income in the consolidated statement of members' equity (deficit), the Company recorded an increase in accumulated deficit of approximately $4,905,000 and $1,025,000 as of December 31, 2017 and December 25, 2016, respectively.

Change in Accounting Policy—Additionally, the Company has made an accounting policy change during the year ended December 30, 2018. See Note 1 for further details.

15. SUBSEQUENT EVENTS

The Company evaluated all events and transactions after December 30, 2018, through April 26, 2019, the date on which the consolidated financial statements were available to be issued.

* * * * * *

EXHIBIT C

FRANCHISE AGREEMENT

EXHIBIT C

BLAZE PIZZA, LLC

FRANCHISE AGREEMENT

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BLAZE PIZZA
FRANCHISE AGREEMENT

THIS **FRANCHISE AGREEMENT** (“**Agreement**”) is made on the effective date identified in Attachment A to this Agreement, (the “**Effective Date**”) by and between Blaze Pizza, LLC a California limited liability company (the “**Franchisor**”) and the franchisee identified in Attachment A to this Agreement (“**Franchisee**”).

A. Franchisor has the right to sublicense the “Blaze Pizza” and “Fast Fire’d” names and service marks, and such other trademarks, service marks, logo types and commercial symbols as Franchisor may from time to time authorize or direct Franchisee to use in connection with the operation of the Franchised Restaurant (the “**Marks**”).

B. Franchisor and/or an Affiliate of Franchisor have developed and continue to develop, and Franchisor owns or has the right to sublicense, a system for the operation of fast-casual Restaurants specializing in the sale of build-your-own, artisan style pizzas and other authorized foods and beverages, pursuant to the Franchisor’s System, which includes, among other things, distinctive recipes, preparation techniques, product specifications, signs, trade secrets and other confidential information, architectural designs, trade dress, layout plans, uniforms, equipment specifications, inventory and marketing techniques.

C. Franchisee desires to obtain the license and franchise to operate a single Restaurant, under the Marks and in strict accordance with the System, and the standards and specifications established by Franchisor; and Franchisor is willing to grant Franchisee such license and franchise under the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Certain Fundamental Definitions. In addition to those terms defined in the body of this Agreement, many of the capitalized terms contained in this Agreement are defined in Appendix 1.

ARTICLE 2
GRANT

2.1 Grant.

2.1.1 Franchisor hereby awards Franchisee, and Franchisee hereby accepts, the right, license and obligation, during the Term, to use and display the Marks, and to use the System, to operate one Restaurant at, and only at, the Location upon the terms and subject to the provisions of this Agreement and all ancillary documents hereto.

2.1.2 Franchisee may offer, sell or provide delivery services or Catering services in the Territory and in such contiguous areas as Franchisor may from time to time expressly authorize in writing, only if and for so long as Franchisor may consent in writing, which may be granted or denied in Franchisor’s sole discretion and be subject to such terms and conditions as Franchisor may establish from time to time. If such prior written consent is granted, in addition to such other conditions and restrictions as Franchisor may impose, Franchisee shall at all times provide such delivery and/or Catering services in strict accordance with Franchisor's standards, specifications and policies regarding the same, as may be amended from time to time. Such standards, specifications and policies may include, without limitation, restrictions regarding the types of products and services Franchisee may offer and the geographic area in which Franchisee may provide such delivery and/or Catering services.

2.2 No Sublicensing Rights. Franchisee shall not sublicense, sublease, subcontract or enter any management agreement providing for, the right to operate the Franchised Restaurant or to use the System granted pursuant to this Agreement.

2.3 Territorial Rights.

2.3.1 If "No Territorial Rights" is selected in Attachment A, the franchise and license and other rights granted in this Agreement are for the Location only at the specific numbered street address at which the Franchised Restaurant shall be physically located and Franchisee acknowledges the franchise and license granted to Franchisee under this Agreement is nonexclusive and it has no territorial protection under this Agreement. If a radius or other area is selected and described in Attachment A, then during the Term, neither Franchisor nor any Affiliate of Franchisor shall open or operate any Traditional Restaurant, nor license others to do so, within the geographic area described on Attachment A (the "**Territory**").

2.3.2 Except to the limited extent expressly provided in Section 2.3 of this Agreement, the license granted to the Franchisee under this Agreement is nonexclusive and Franchisor expressly reserves all other rights including, the exclusive, unrestricted right, in its discretion, directly and indirectly, itself and through its employees, Affiliates, representatives, franchisees, licensees, assigns, agents and others:

(a) to own or operate, and to license others (which may include its Affiliates) to own or operate (i) "Blaze Pizza" Restaurants at any location outside the Territory, and regardless of proximity to the Restaurant developed pursuant hereto; (ii) "Blaze Pizza" Restaurants at Non-Traditional Venues at any location, and of any type whatsoever, within or outside the Territory, and regardless of proximity to the Restaurant developed pursuant hereto; (iii) "Blaze Pizza" Restaurants in any shopping center which is over 500,000 square feet in size provided that Franchisor shall first have given, and Franchisee shall not have accepted, a right of first refusal for at least seven days to execute a franchise agreement, and ancillary documents (including, but not limited to, guarantees), to open a "Blaze Pizza" Restaurant, on Franchisor's then-current form and pay the then-current initial franchise fee; and (iv) restaurants or other businesses operating under names other than "Blaze Pizza", at any location, and of any type whatsoever, within or outside the Territory and regardless of their proximity to the Restaurant developed pursuant hereto;

(b) to produce, license, distribute and market "Blaze Pizza" brand products, including pre-packaged food items, dressings and other food and beverage products; books; clothing; souvenirs and novelty items; through any outlet (regardless of its proximity to the Restaurant opened pursuant hereto), including grocery stores, supermarkets and convenience stores and through any distribution channel, at wholesale or retail, including by means of the Internet or Internet web site, mail order catalogs, direct mail advertising, delivery, Catering and other distribution methods; and to advertise and promote the System through any means, including the Internet; and

(c) to acquire, or be acquired by, any competing system, including a competing system that has one or more restaurants in Franchisee's Territory.

2.4 Non-Traditional Venue. This Agreement shall not apply to Restaurants operated within a Non-Traditional Venue, which may only be opened and operated under a separate master franchise agreement. Franchisor will determine whether a proposed Restaurant should be classified as being located in a Non-Traditional Venue in its sole discretion.

ARTICLE 3
TERM AND RIGHT TO ENTER INTO SUCCESSOR FRANCHISE AGREEMENT

3.1 Initial Term. The term of this Agreement ("**Term**") shall commence on the Effective Date and shall expire on the Expiration Date identified in Attachment A, unless sooner terminated or extended pursuant hereto.

3.2 Right to Enter into Successor Franchise Agreements.

3.2.1 Subject to the conditions contained in Section 3.4 of this Agreement and Franchisee's compliance with Section 3.3 of this Agreement, and provided that Franchisor is then currently offering franchises in the same state in which the Franchisee's Restaurant is located, at the expiration of the Term hereof, Franchisee shall have the right (the "**Successor Franchise Right**") to enter into a new franchise agreement in the form then generally being offered to prospective franchisees of the System (the "**First Successor Franchise Agreement**") for a ten year period (the "**First Successor Term**"), which Successor Franchise Agreement shall likewise grant Franchisee the right to enter into one additional franchise agreement at the end of the First Successor Term, in the form then generally being offered to prospective franchisees of the System (the "**Second Successor Franchise Agreement**") for a ten year period (the "**Second Successor Term**"). Franchisee acknowledges that the terms, including Continuing Royalty and Creative Fee payable, during the First Successor Term and Second Successor Term shall be as then generally applicable to new franchisees granted at the time and may differ from those contained in this Agreement.

3.2.2 The term of the First Successor Franchise Agreement and the Second Successor Franchise Agreement, as applicable, shall commence upon the date of expiration of the Term hereof or the First Successor Franchise Agreement, as applicable; provided, however, that notwithstanding the terms of Franchisor's then-current form of Franchise Agreement:

(a) The First Successor Franchise Agreement and the Second Successor Franchise Agreement shall provide that Franchisee must pay, in lieu of an initial franchise fee, a renewal fee in the amount equal to 50% of Franchisor's then-current initial franchise fee; and

(b) unless otherwise mutually agreed in writing, the First Successor Franchise Agreement and the Second Successor Franchise Agreement shall be modified to conform to the Successor Franchise Rights granted in franchisee's original franchise agreement for the Franchised Restaurant.

3.3 Form and Manner of Exercising Successor Franchise Right. The Successor Franchise Right shall be exercised, if at all, strictly in the following manner:

3.3.1 Between six months and 12 months before the expiration of the Term, Franchisee shall notify Franchisor in writing ("**Notice of Election**") that it intends to exercise its Successor Franchise Right and no sooner than immediately after the expiration of any waiting period(s) by Applicable Law and no more than 30 days after Franchisee receives Franchisor's Franchise Disclosure Document, if applicable, and the execution copy of the applicable Successor Franchise Agreement, Franchisee shall execute and forward a copy of Successor Franchise Agreement with the renewal fee described in Section 3.2.2(a).

3.3.2 If Franchisee shall have exercised its Successor Franchise Right in accordance with Section 3.3 of this Agreement and satisfied all of the conditions contained in Section 3.4 of this Agreement, Franchisor shall execute the Successor Franchise Agreement, executed by Franchisee and at or prior to the expiration of the Term, deliver one fully executed copy thereof to Franchisee.

3.3.3 If Franchisee fails to perform any of the acts, or deliver any of the notices required pursuant to the provisions of Sections 3.3 or 3.4 of the Agreement, in a timely fashion, such failure shall be deemed an election by Franchisee not to exercise its Successor Franchise Right and shall automatically cause Franchisee's said Successor Franchise Right to lapse and expire.

3.4 Conditions Precedent to Entering into a Successor Franchise Agreement. Franchisee's Successor Franchise Right is conditioned upon Franchisee's fulfillment of each and all of the following conditions precedent:

3.4.1 At the time Franchisee delivers its Notice of Election to Franchisor and at all times thereafter until the commencement of the applicable Successor Term, Franchisee shall have fully performed, in all material respects, all of its obligations under the Agreement, the Blaze Standards Guidelines and all other agreements then in effect between Franchisee and Franchisor (or its Affiliates).

3.4.2 At Franchisor's request, Franchisee shall, prior to the date of commencement of the applicable Successor Term, undertake and complete at its expense, the remodeling, renovation, modernization, or refurbishing of the Premises, Location and the Franchised Restaurant, which may include installation of new or replacement equipment, to comply with Franchisor's then-current specifications and standards for new Restaurants.

3.4.3 Without limiting the generality of Section 3.4 of this Agreement, Franchisee shall not have committed and cured three or more material defaults of Articles 4, 7, 9, 10, 11 or 12 of the Agreement during any 36 month period during the Term of the Agreement for which Franchisor shall have delivered notices of default, whether or not such defaults were cured.

3.4.4 Franchisee, and at Franchisee's direction, Franchisee's employees, as applicable, shall comply with Franchisor's then-current qualification, training and certification requirements at Franchisee's expense.

3.4.5 Concurrently with the execution of the applicable Successor Franchise Agreement, Franchisee shall, and shall cause each of its Affiliates to, execute and deliver to Franchisor a general release, on a form prescribed by Franchisor of any and all known and unknown claims against Franchisor and its Affiliates and their officers, directors, agents, shareholders and employees. The release may cover future consequences of acts, omissions events and circumstances predating the date of the release, but will not release, in advance, future acts, omissions or events which have not occurred at the time the release is executed.

3.5 Notice Required by Law. If Applicable Law requires that Franchisor give notice to Franchisee prior to the expiration of the Term, this Agreement shall remain in effect on a week-to-week basis until Franchisor has given the notice required by such Applicable Law. If Franchisor is not offering new franchises, is in the process of revising, amending or renewing its form of franchise agreement or disclosure document, or is not lawfully able to offer Franchisee its then-current form of franchise agreement, at the time Franchisee delivers its Notice of Election, Franchisor may, in its discretion, (i) offer to renew this Agreement upon the same terms set forth herein for a Successor Term determined in accordance with Section 3.1 of this Agreement hereof, or (ii) offer to extend the Term hereof on a week-to-week basis following the expiration of the Term hereof for as long as it deems necessary or appropriate so that it may lawfully offer its then-current form of franchise agreement.

3.6 Interim Period. If Franchisee does not sign a Successor Franchise Agreement prior to the expiration of this Franchise Agreement and continues to accept the benefits of this Franchise Agreement after the expiration of this Franchise Agreement, then at Franchisor's option, this Franchise Agreement may be treated either as: (i) expired as of the date of expiration with Franchisee then operating without a license to do so and in violation of Franchisor' rights; or (ii) continued on a month-to-month basis ("**Interim Period**") until one party provides the other with written notice of such party's intent to terminate the Interim Period, in which case the Interim Period will terminate 30 days after receipt of the notice to terminate the Interim Period. In the latter case, all of Franchisee's obligations shall remain in full force and effect during the Interim Period as if this Franchise Agreement had not expired, and all obligations and restrictions imposed on Franchisee upon expiration of this Franchise Agreement shall be deemed to take effect upon termination of the Interim Period.

ARTICLE 4
PAYMENTS

4.1 Initial Franchise Fee. Unless Franchisee is signing this Agreement under a Blaze Pizza area development agreement, in which case the payment schedule would be determined by the provisions of such area development agreement, upon execution hereof, Franchisee shall pay to Franchisor the Initial Franchise Fee set forth in Attachment A. The Initial Franchise Fee is non-refundable, in whole or in part, under any circumstances. The Initial Franchise Fee is in consideration of all of Franchisor's pre-opening assistance that Franchisor provides to allow Franchisee to open the Franchised Restaurant and Franchisor's lost or deferred opportunity to enter into this Agreement with others, and it also offsets some of Franchisor's expenses for franchisee recruitment.

4.2 Continuing Royalty. Franchisee shall pay to Franchisor each Week during the Term, as provided in Section 4.4, a continuing royalty (the "**Continuing Royalty**") equal to 5% of Franchisee's Gross Sales during the preceding Week. The Continuing Royalty is an ongoing payment that allows Franchisee to use the Marks and the other intellectual property of the System and that pays for Franchisor's ongoing support and assistance.

4.3 Creative Fee. Franchisee shall pay to Franchisor each Week during the Term, as provided in Section 4.4, a creative fee equal to 2% of Franchisee's Gross Sales during the preceding Week ("**Creative Fee**"). We reserve the right to increase or otherwise modify the Creative Fee to up to 4% upon 30 days' written notice to you, after approval by a majority vote of all then-current Blaze Pizza Restaurants that are eligible to vote. Franchisor shall contribute the Creative Fee to the Creative Fund to be administered in the manner provided in Section 8.3 of this Agreement (the "**Creative Fund**").

4.4 Manner of Payment. Franchisee shall calculate the Continuing Royalty and Creative Fee due to Franchisor as prescribed above and cause Franchisor to receive payment of all Continuing Royalties, Creative Fees, and all other amounts then owed to Franchisor, together with a statement of Franchisee's Gross Sales for the applicable Week (certified as complete and accurate by a duly authorized representative of Franchisee), by no later than the Wednesday following such Week. The statement may be provided by software approved by Franchisor. In the event that the software is not functioning or this feature is not available, Franchisee shall prepare and submit the required reports manually.

4.5 EFT and Pre-Authorized Payments.

4.5.1 Franchisee, at Franchisee's sole cost and expense, shall instruct its bank to pay the amount of its Continuing Royalty, Creative Fee and other fees directly to Franchisor from Franchisee's account, by electronic funds transfer or such other automatic payment mechanism which Franchisor may designate ("**EFT**") and upon the terms and conditions set forth in the Blaze Standards Guidelines, and promptly upon Franchisor's request, Franchisee shall execute or re-execute and deliver to Franchisor such pre-authorized check forms and other instruments or drafts required by Franchisor's bank, payable against Franchisee's bank account, to enable Franchisor to draw Franchisee's Continuing Royalty, Creative Fees and other sums payable under the terms of this Agreement. Franchisor's current form of EFT authorization is attached to the Franchise Disclosure Document in Exhibit I. Franchisee shall also, in addition to those terms and conditions set forth in the Blaze Standards Guidelines, maintain a single bank account for such payments and shall maintain such minimum balance in such account as Franchisor may reasonably specify from time to time. Franchisee shall not alter or close such account except upon Franchisor's prior written approval. Any failure by Franchisee to implement such EFT system in strict accordance with Franchisor's instructions shall, without limiting the materiality of any other default of this Agreement, constitute a material default of this Agreement.

4.5.2 If Franchisee is delinquent more than three times in any continuous 12 month period during the Term in the payment of its Continuing Royalty, Creative Fees or other fees, or of other sums due to Franchisor or to its Affiliates including on account of the purchase of goods or services, or fails to report its sales on a timely basis, Franchisor may require Franchisee to implement a system prescribed by Franchisor which shall permit Franchisor unilaterally to estimate and draw down the amounts owed by Franchisee, which system may include EFT systems, automatic debits, use of Franchisee pre-authorized checks, other instruments or authority or any other arrangement Franchisor may prescribe. Franchisor may base its estimates of Creative Fees, Continuing Royalties and similar payments which are calculated based on Gross Sales, on Franchisee's historically reported Gross Sales. Franchisee shall, without limiting the materiality of any other default of this Agreement, promptly implement such system in strict accordance with Franchisor's instructions and failure to do so shall constitute a material default of this Agreement.

4.6 Other Payments. In addition to all other payments provided herein, Franchisee shall pay to Franchisor, its Affiliates and designees, as applicable, promptly when due:

4.6.1 All amounts advanced by Franchisor or which Franchisor has paid, or for which Franchisor has become obligated to pay on behalf of Franchisee for any reason whatsoever.

4.6.2 The amount of all sales taxes, use taxes, personal property taxes and similar taxes, which shall be imposed upon Franchisee and required to be collected or paid by Franchisor (a) on account of Franchisee's Gross Sales, or (b) on account of Continuing Royalties, Creative Fees or Initial Franchise Fees collected by Franchisor from Franchisee (but excluding ordinary income taxes). Franchisor, in its discretion, may collect the taxes in the same manner as Continuing Royalties are collected herein and promptly pay the tax collections to the appropriate Governmental Authority; provided, however, that unless Franchisor so elects, it shall be Franchisee's responsibility to pay all sales, use or other taxes now or hereinafter imposed by any Governmental Authorities on Continuing Royalties, Initial Franchise Fees, or Creative Fees.

4.6.3 All amounts due for any reason, including on account of purchases of goods, supplies or services relating to the Franchised Restaurant.

4.7 Application of Funds. If Franchisee shall be delinquent in the payment of any obligation to Franchisor hereunder, or under any other agreement with Franchisor, Franchisor shall have the absolute right to apply any payments received from Franchisee to any obligation owed, whether under this Agreement or otherwise, including to Franchisee's vendors, Suppliers and landlord, notwithstanding any contrary designation by Franchisee as to application.

4.8 Interest and Charges for Late Payments. If Franchisee shall fail to pay to Franchisor the entire amount of the Continuing Royalty, Creative Fee and all other sums owed to Franchisor or its Affiliates promptly when due, Franchisee shall pay, in addition to all other amounts which are due but unpaid, a $100 late fee per occurrence, plus interest on the unpaid amounts, from the due date thereof, at the daily equivalent of 12% per year simple interest or the highest rate allowable under applicable law, whichever is less. If any check, draft, electronic transfer, or otherwise is unpaid because of insufficient funds or otherwise, then Franchisee shall also pay Franchisor a fee of $50 per occurrence.

4.9 Payment Methods and Frequencies. Franchisor has the right to periodically specify (in the Blaze Standards Guidelines or otherwise in writing) different payees, payment frequencies and/or payment methods, such as, but not limited to, weekly/biweekly/monthly payment, payment by auto-draft, credit card and payment by check upon 30 days' written notice to Franchisee.

ARTICLE 5
CONSTRUCTION AND COMMENCEMENT OF BUSINESS

5.1 Location. Franchisee's Restaurant shall be located at the Location.

5.1.1 The Location shall be identified in Attachment A. If no Location has been inserted in Attachment A, Franchisee shall promptly following the execution hereof, but in any event within 90 days after the Effective Date, locate one or more proposed sites which meet Franchisor's then-current standards and specifications. Franchisee shall submit to Franchisor such demographic and other information regarding the proposed site(s) and neighboring areas as Franchisor shall require, in the form prescribed by Franchisor ("**Site Review Request**"). Franchisor may seek such additional information as it deems necessary within 14 days of submission of Franchisee's Site Review Request, and Franchisee shall respond promptly to such request for additional information. If Franchisor does not deliver written notice of acceptance of the proposed site within 14 days of receipt of Franchisee's fully and accurately completed Site Review Request, or within 14 days after receipt of such additional requested information, whichever is later, the site shall be deemed rejected. If the Franchisor accepts the proposed site it shall notify Franchisee of its acceptance of the site. Unless waived by Franchisor in whole or in part, upon submitting a fourth or subsequent Site Review Request to Franchisor for review, Franchisee shall reimburse Franchisor for all costs and expenses of Franchisor incurred in reviewing the Site Review Requests, including payment to consultants and agents retained by Franchisor to assist in conducting such review and including a reasonable allocation of overhead and administrative expenses.

5.1.2 Promptly following mutual execution of this Agreement or, if no Location has been inserted in Attachment A, Franchisor's acceptance of a proposed site, Franchisee shall proceed to negotiate a Lease or purchase agreement for the site and shall submit to Franchisor a copy of the proposed Lease or purchase agreement, as applicable. Franchisee shall not enter into any Lease or purchase agreement for the Location unless and until Franchisor has accepted the proposed site and such site shall be deemed to be the "Location".

5.1.3 Franchisee shall begin operating the Franchised Restaurant within 12 months after the Effective Date.

5.1.4 Franchisee may not conduct any activities associated with Franchisor or the Marks at any location except for operating the Franchised Restaurant in accordance with this Agreement, or other agreement with Franchisor.

5.1.5 Franchisee may not relocate the Franchised Restaurant without Franchisor's prior written consent, for which among other conditions, Franchisor may impose a relocation fee equal to 50% of the then-current initial franchise fee. If Franchisor shall consent to any relocation, Franchisee shall de-identify the former location in the manner described in Section 15 of this Agreement with respect to Franchisee's obligations upon termination and expiration, and shall reimburse and indemnify and hold Franchisor harmless from any direct and indirect losses, costs and expenses, including attorney's fees, arising out of Franchisee's failure to do so.

5.2 Franchisor Site Selection Assistance. Franchisor is not required to visit any potential location. However, Franchisor may voluntarily (without obligation) assist Franchisee in obtaining or evaluating an acceptable location. Neither Franchisor's said assistance, if any, its acceptance of Franchisee's proposed site, nor its acceptance of the proposed Lease or purchase agreement shall be construed to insure or guarantee the profitable or successful operation of the Franchised Restaurant by Franchisee, and Franchisor hereby expressly disclaims any responsibility therefore. Franchisor's acceptance of a location is solely an indication that the Location meets Franchisor's minimum standards and specifications at the time of acceptance and such acceptance shall not be construed as any express or implied representation or warranty that the Location will be profitable or successful. Franchisee acknowledges its sole responsibility for finding the Location. Franchisee acknowledges its sole responsibility for finding the site for the Restaurant it develops pursuant to this Agreement.

5.3 Lease or Purchase of Location.

5.3.1 If the Location is leased or subleased, (i) the Lease shall name Franchisee as the sole lessee hereunder and may not be assigned or sublet without Franchisor's prior written consent; (ii) Franchisor shall have the right to review and accept or reject the Lease, a true and correct copy of which shall be delivered to Franchisor at least 15 days prior to the execution thereof; (iii) Franchisee shall neither create nor purport to create any obligations on behalf of Franchisor, nor grant or purport to grant to the lessor thereunder any rights against Franchisor, nor agree to any other term, condition, or covenant which is inconsistent with any provision of this Agreement; (iv) the Lease shall be for a term (including options) which is not less than the Term of this Agreement (plus each Successor Term), unless Franchisor shall approve, in writing, a shorter term of the Lease; (v) the Lease shall not contain a non-competition covenant which purports to restrict the Franchisor, or any franchisee or licensee of the Franchisor (or its Affiliates), from operating a Restaurant or any other retail establishment, unless such covenant is approved by the Franchisor in writing prior to the execution of the Lease; (vi) Franchisee shall duly and timely perform all of the terms, conditions, covenants and obligations imposed upon Franchisee under the Lease; and (vii) a fully executed copy of said Lease, in the form and on the terms previously accepted by Franchisor, shall be delivered to Franchisor promptly following the execution thereof and upon Franchisor's request. Franchisor may condition its acceptance of the Lease, on (a) the Lease granting Franchisor (or its designee) the right at its option to assume the Lease and succeed to Franchisee's rights under the Lease (or enter into a substitute Lease) on the same terms, upon Franchisee's default thereunder, or hereunder, and upon Franchisee's non-exercise of any renewal or extension rights or options in the Lease; (b) Landlord agreeing not change the traffic flow around the Premises; not to permit the erection of signs or structures which obstruct the view of the Premises or its signage; not to permit any assignment, subleased, modification or amendment without Franchisor's prior written consent; (c) Landlord agreeing to maintain common areas on a consistent basis; to prohibit other Restaurants specializing in pizza for on-site consumption or for delivery in the same center containing the Premises (or nearby centers owned by the same Landlord); to require the Premises shall be constructed and improved pursuant to the Franchise Agreement; and to disclose to Franchisor, upon Franchisor's request, all sales and other information furnished to the Landlord by Franchisee; and (d) Landlord agreeing that upon expiration or termination of the Lease for any reason, Franchisee must remove all of the Marks from the Location and Premises and modify the decor of the Location so that it no longer resembles, in whole or in part, a Restaurant. Franchisor's review and acceptance of the Lease is solely for Franchisor's benefit and is solely an indication that the Lease meets Franchisor's minimum standards and specifications at the time of acceptance for the Lease (which may be different than the requirements of this Agreement) such review and acceptance shall not be construed as any express or implied representation or warranty that the Lease complies with Applicable Law or represents a lease transaction that is fair or in Franchisee's best interest.

5.3.2 If Franchisor or its designee elects to succeed to Franchisee's rights under the Lease, as aforesaid, Franchisee shall assign to Franchisor or such designee all of its right, title and interest in and to the Lease, whereupon the lessor thereunder shall attorn to Franchisor or such designee as the tenant thereunder. Franchisee shall execute and deliver to Franchisor or such designee such assignment and take such further action as Franchisor or such designee, as applicable, in its sole and absolute discretion, may deem necessary or advisable to effect such assignment, within ten days after written demand by Franchisor or such designee to do so, and upon Franchisee's failure to do so, Franchisor or such designee shall be, and hereby is, appointed Franchisee's attorney-in-fact to do so. This power of attorney granted by Franchisee to Franchisor and such designee is a special power of attorney coupled with an interest and is irrevocable and shall survive the death or disability of Franchisee. Any sum expended by Franchisor or such designee to cure Franchisee's breach of the Lease shall be deemed additional sums due Franchisor hereunder and Franchisee shall pay such amount to Franchisor upon demand. The covenants of Franchisee contained in this Section 5.2 shall survive the termination of this Agreement. Franchisor's acceptance of the Lease shall not constitute Franchisor's assurance that the terms of the Lease are favorable to Franchisee, or that the location will be successful.

5.3.3 Franchisee hereby authorizes Franchisor to communicate with the lessor under the Lease (and hereby authorizes such lessor to communicate with Franchisor) for any purpose, including de-identification of the Location following the termination or expiration of this Agreement, Franchisee's sales, Franchisee's defaults under this Agreement or the Lease and negotiating a lease for the Location commencing following the termination or expiration of the Franchisee's Lease. Franchisee shall at all times fully perform each and all of its obligations under the Lease.

5.4 Construction.

5.4.1 Following the Effective Date and before the renovation or construction of the Franchised Restaurant or the Location, Franchisor shall provide Franchisee with copies of Franchisor's specifications for the design and layout of the Franchised Restaurant and required fixtures, equipment, furnishings, decor, trade dress, and signs. Franchisee shall at its sole cost and expense promptly cause the Premises and Franchised Restaurant to be constructed, equipped and improved in accordance with such standards and specifications, unless Franchisor shall, in writing, agree to modifications thereof. Franchisee must designate a project coordinator whom Franchisor has approved prior to beginning development of the Franchised Restaurant, the cost of whom shall be borne by Franchisee. Except as otherwise provided in Section 5.4.2, Franchisee shall hire licensed architects, engineers and general contractors of its own selection, and at its sole cost and expense, to prepare such architectural, engineering and construction drawings and site plans, and to obtain all Permits required to construct, remodel, renovate, and/or equip the Franchised Restaurant and Premises. All such plans, and modifications and revisions thereto, shall be submitted to Franchisor for its prior review and acceptance before Franchisee's commencement of construction (within 120 days after Effective Date, unless

Franchisor otherwise agrees in writing). If Franchisor shall not deliver written notice to Franchisee that Franchisor accepts such design criteria, the design criteria shall be deemed rejected.

5.4.2 Franchisee must retain one of Franchisor's designated architects to create Franchisee's preliminary floorplan, at Franchisee's sole expense or one of Franchisor's design managers will create a preliminary floorplan for Franchisee at no cost to Franchisee. Franchisee may choose to retain one of Franchisor's designated architects or another architect Franchisor approves, to prepare Franchisee's construction documents. Upon completion of Franchisee's construction documents, if Franchisee has chosen not to use Franchisor's designated architects, Franchisor will require Franchisee to employ Franchisor's designated architect to review and approve the construction documents, at Franchisee's expense. Franchisor's designer will also review the construction documents and provide input on the placement of trade dress elements, general restaurant layout and other input as deemed appropriate at no charge to Franchisee. Franchisee's construction documents will be deemed rejected until Franchisor has notified Franchisee in writing that they have been approved.

5.4.3 Franchisor has the right, but not the obligation, to perform inspections of the Franchised Restaurant and Premises during construction and after construction to ensure that the Franchised Restaurant is built in accordance with the drawings and specifications accepted by Franchisor, and all fixtures, signs, furnishings and equipment are in compliance with Franchisor's standards and specifications. Franchisee may not open the Franchised Restaurant for business until Franchisee has received written authorization to open from Franchisor, which authorization may be conditional and subject to Franchisor's satisfactory inspection of the Franchised Restaurant.

5.4.4 Franchisee may from time to time request additional information regarding the design and construction of the Franchised Restaurant, which, if in the possession of Franchisor, shall be provided at no expense to Franchisee. Upon request, Franchisor shall provide additional site visits, project management, design work and equipment purchasing services to Franchisee at Franchisee's sole cost.

5.4.5 Subject only to Force Majeure (provided that Franchisee continuously complies with Section 5.4.7 of this Agreement), Franchisee shall complete construction or renovation, as the case may be, of the Premises, the Franchised Restaurant and all improvements therein, including installation of all fixtures, signs, equipment and furnishings as soon as possible, but in any event within six months after commencement of construction, unless Franchisor consents in writing to a longer period of time. The operation of the Franchised Restaurant by Franchisee shall commence not later than 12 months following the Effective Date.

5.4.6 The time periods for the commencement and completion of construction and the installation of fixtures, signs, machinery and equipment as referred to in this Section 5.4 are of the essence of this Agreement. If Franchisee fails to perform its obligations contained in this Section, the Franchisor may, without limiting the materiality of any other default of this Agreement, deem the Franchisee's failure to so perform its obligations to constitute a material default of this Agreement.

5.4.7 In the event of the occurrence of an event which Franchisee claims to constitute Force Majeure, Franchisee shall provide written notice to Franchisor in writing within five days following commencement of the alleged Force Majeure which notice shall include the words "Force Majeure" and explicitly describe the specific nature and extent of the Force Majeure, and how it has impacted Franchisee's performance hereunder. Franchisee shall provide Franchisor with continuous updates (no less frequently than once each week) on Franchisee's progress and diligence in responding to and overcoming the Force Majeure, and shall notify Franchisor immediately upon cessation of such Force Majeure, and provide all other information as may be requested by Franchisor. If Franchisee shall fail to notify Franchisor of any alleged Force Majeure within said five days, or shall fail to provide any such updates during the continuance of the alleged Force Majeure, Franchisee shall be deemed to have waived the right to claim such Force Majeure.

5.4.8 Franchisor's acceptance of Franchisee's plans and specifications for the Location, Franchisor's guidance with the development of the Location, and Franchisor's authorization to open the Franchised Restaurant are to assure that Franchisee complies with Franchisor's standards and specifications, and shall not be construed as any express or implied representation or warranty that the Location complies with any Applicable Laws, codes or regulations or that the construction is sound or free from defects. Franchisor's criteria for acceptance or rejection do not encompass technical, architectural or engineering considerations. Franchisor will have no liability with respect to construction of the Location, nor shall Franchisor be responsible in any way for delays or losses occurring during the design, construction or other preparation of the Franchised Restaurant, whether caused by the condition of the Location, the design, engineering, construction, equipping, decorating, or stocking of the Franchised Restaurant, or any other reason. Franchisee expressly acknowledges and agrees that Franchisor does not, directly or indirectly, warrant or ensure that the design, decor, appearance, fixtures, layout, and/or other improvements of the Franchised Restaurant will guaranty Franchisee's success.

5.4.9 During construction, Franchisee shall provide Franchisor with such periodic reports regarding the progress of the construction as may be requested by Franchisor.

(a) In addition, Franchisor shall make such on-site inspections as it may deem reasonably necessary to evaluate such progress. If Franchisee requests an on-site inspection, or if Franchisor deems it necessary that more than one on-site inspection be made, Franchisor may require Franchisee to pay all Travel Expenses and Wages incurred by Franchisor in connection with such additional visits. If during such inspections Franchisor identifies instances where Franchisee's construction or remodeling is inconsistent with, or does not meet, Franchisor's standards, Franchisor shall notify Franchisee in writing of such deficiencies, and Franchisee shall promptly correct such deficiencies.

(b) Franchisee shall notify Franchisor 30 days in advance of the scheduled date on which all construction or remodeling shall have been completed in accordance with Franchisor's specifications and all Permits necessary to open to the public shall have been obtained and Franchisee has fully prepared the Restaurant for turnover by the general contractor to Franchisee for pre-opening training in accordance with Franchisor's policies and specifications (the "**GC Turnover Date**"), and submit training support forms as prescribed by Franchisor at least 20 days in advance of the GC Turnover Date. Franchisor will provide Franchisee a detailed general contractor turnover checklist approximately 14 days before the scheduled GC Turnover Date and schedule a conference call with Franchisee approximately eight days before the scheduled GC Turnover Date to confirm that Franchisor may book travel arrangements. Approximately three days before the GC Turnover Date, Franchisor will schedule a final conference call to confirm the date on which Franchisor will be on-site to review Franchisee's progress. If the GC Turnover Date is delayed or accelerated by more than two days from the date specified during the final conference call, Franchisee must reimburse Franchisor for all resulting additional Travel Expenses and other costs and expenses resulting from changing the travel arrangements of Franchisor Opening Team scheduled to provide training, inspect and assist in opening the completed Restaurant ("**Rescheduling Expenses**").

(c) Within a reasonable time after the date of the actual completion of construction, Franchisor may, at its option, conduct an inspection of the completed Restaurant. If Franchisor shall conduct such inspection, Franchisor shall notify Franchisee in writing (the "**Punch List**") of those items of such construction which are inconsistent with, or do not meet, Franchisor's standards. Franchisee shall promptly correct the deficiencies listed on the Punch List.

5.5 Maintaining and Remodeling of Franchised Restaurant.

5.5.1 Franchisee shall maintain the condition and appearance of the Franchised Restaurant in a "like new" level of cosmetic appearance consistent with the image of Restaurants as attractive, clean, and efficiently operated, offering high quality food products and beverages, efficient and courteous service, and pleasant ambiance. If at any time in the Franchisor's reasonable judgment, the state of repair, appearance or cleanliness of the Franchisee's Premises (including the Franchised Restaurant and the non-Restaurant portion of Franchisee's Premises, and parking areas) or its fixtures, equipment, furnishings, signs or utensils fail to meet the Franchisor's standards therefor, Franchisee shall immediately upon receipt of notice from Franchisor specifying the action to be taken by Franchisee (within the time period specified by Franchisor), correct such deficiency, repair and refurbish the Franchised Restaurant and Premises, as applicable, and make such modifications and additions to its layout, decor and general theme, as may be required, including replacement of worn out or obsolete fixtures, equipment, furniture, signs and utensils, and repair and repainting of the interior and exterior of the Franchised Restaurant, the Premises and appurtenant parking areas (if any). Such maintenance shall not be deemed to constitute remodeling, as set forth below.

5.5.2 In addition to Franchisee's obligations under Section 5.5.1, during the Term, but not more frequently than once every five years during the Term and as a condition to Franchisee's exercising its Successor Franchise Right, Franchisor may require Franchisee, at Franchisee's sole cost and expense, to refurbish, remodel and improve the Franchised Restaurant to conform the Franchisee's building design, trade dress, color schemes, and presentation of Marks to Franchisor's then-current specified public image (or image implemented or in development at a Restaurant owned or operated by Franchisor or any of its Affiliates). Such a remodeling may include extensive structural changes to the Franchised Restaurant and replacement or modification of furnishings, fixtures and equipment as well as such other changes as the Franchisor may direct, and Franchisee shall undertake such a program promptly upon notice from the Franchisor, and shall complete any such remodeling as expeditiously as possible, but in any event within 90 days of commencing same (and no later than the commencement of the applicable Successor Term), unless Franchisor expressly agrees to a longer period of time.

5.5.3 If the Franchised Restaurant is damaged or destroyed by fire or any other casualty, Franchisee, within 90 days thereof, shall initiate such repairs or reconstruction, and thereafter in good faith and with due diligence continue (until completion) such repairs or reconstruction, in order to restore the premises of the Franchised Restaurant to its original condition prior to such casualty; any such repair and reconstruction shall be completed as soon as reasonably practicable but in any event within six months following the event causing the damage or destruction. If, in the Franchisor's reasonable judgment, the damage or destruction is of such a nature or to such extent that it is feasible for Franchisee to repair or reconstruct the Location and the Franchised Restaurant in conformance with Franchisor's then standard System decor specifications for new Restaurants, the Franchisor may require that Franchisee repair or reconstruct the Premises and Restaurant operated pursuant hereto in conformance with the then standard System decor specifications.

ARTICLE 6
TRAINING

6.1 Initial Training Program.

6.1.1 At no extra charge, Franchisor shall provide an Initial Training Program in the Franchisor's System and methods of operation (the "**Initial Training Program**") at the Franchisor's training facilities in Pasadena, California; or other location specified by Franchisor, to Franchisee (or if Franchisee is an Entity, Franchisee's Operating Principal) and up to three management persons selected by Franchisee, who shall include the certified Restaurant Manager (defined in Section 6.4) and assistant Restaurant Manager, for Franchisee's first five Restaurants (including those owned by any affiliate of Franchisee) or until Franchisee has a Certified Training Facility and a Certified Training Manager, whichever comes first, provided that these three management persons attend initial training at the same time. Franchisee may, at Franchisor's discretion, be required to pay Franchisor's then-current training fee for any personnel, beyond the Franchisee (or if Franchisee is an Entity, Franchisee's Operating Principal) and initial three individuals, who attend the Initial Training Program. The Initial Training Program shall consist of up to 50 hours per week of training over a period of up to two weeks. In addition to the Initial Training Program, Franchisee's Operating Principal and, if applicable, Director of Operations (defined in Section 7.2.5) and Multi-Unit Supervisor (defined in Section 7.2.5), must also attend the extra practice week training program at least 60 days before Franchisee's Restaurant opens for business (the "**Extra Practice Week.**") The Extra Practice Week shall consist of up to 50 hours of on-the-job training over a period of one week. Except as otherwise provided, the Initial Training Program and the Extra Practice Week shall be provided by Franchisor prior to the opening of the Franchised Restaurant and must be completed before the Franchised Restaurant opens to the public. Franchisee shall pay all Travel Expenses and Wages, and other expenses, if any, incurred by Franchisee and/or Franchisee's employees in connection with attendance at training programs. Franchisee may not open the Franchised Restaurant until such training shall have been completed to the satisfaction of Franchisor and Franchisee's management team has been certified by Franchisor. All personnel attending training must have first successfully completed the "ServSafe Manager" program or similar program specified by Franchisor. Franchisee's Restaurant Manager must have satisfactorily completed the Initial Training Program.

6.1.2 Franchisor shall determine the scheduling, exact duration, contents and manner of conducting the Initial Training Program and the Extra Practice Week, in its discretion, however, the training course will be structured to provide practical training in the implementation and operation of a Restaurant and may include such topics as on-site food preparation, portion control, preparation and cooking procedures, packaging procedures, Franchisor's standards, marketing and customer service techniques, reports and equipment maintenance. Without limiting the generality of the foregoing, Franchisor may establish certain black-out dates during which it shall not be obligated to provide training (which may include holidays and during its Annual Convention), or if it agrees to provide training on such dates at Franchisee's request, in its sole discretion, Franchisor may impose additional charges therefore.

6.1.3 The Initial Training Program and/or the Extra Practice Week shall not be provided if (i) Franchisee and/or any Affiliate of Franchisee owns or operates five or more Restaurants as of the Effective Date, provided however, that Franchisor may, in its sole discretion, require Franchisee and its Operating Principal and Restaurant Manager and, if applicable, its Director of Operations and Multi-Unit Supervisor, to complete the Initial Training Program and/or the Extra Practice Week, at Franchisor's then-current fees for additional certifications or recertification, if Franchisee's (or its Affiliate's) existing Restaurants are not in compliance with Franchisor's standards and specifications, or (ii) this Agreement is executed as a Successor Franchise Agreement.

6.1.4 Franchisee acknowledges that because of Franchisor's superior skill and knowledge with respect to the training and skill required to manage the Restaurant, its judgment as to whether or not the Franchisee or his manager has satisfactorily completed such training shall be determined by Franchisor in its judgment.

6.2 On-Site Opening Assistance. Commencing shortly before and ending shortly after the Franchised Restaurant opens to the public, Franchisor shall provide up to 40 hours per week over a two week period of on-site training to Franchisee's Operating Principal and Restaurant Manager(s) ("**On-Site Training**"). Franchisor shall provide the On-Site Training at no additional charge; provided, however, that if Franchisor determines in its reasonable discretion that more than 40 hours per week over a two week period of on-site training is necessary, Franchisee must reimburse Franchisor for all Travel Expenses and Wages, and other expenses, incurred by Franchisor as a result of extending the On-Site Training. The On-Site Training shall be provided at Franchisor's sole discretion and control, however, the training will be structured to provide additional practical training in the implementation and operation of a Restaurant.

6.3 Other Assistance.

6.3.1 Franchisee shall have the right, at no additional charge, to inquire of Franchisor's headquarters staff, its field representatives and training staff with respect to problems relating to the operation of the Franchised Restaurant, by telephone, electronic mail, facsimile, or other means of correspondence, and Franchisor shall use its best efforts to diligently respond to such inquiries, in order to assist Franchisee in the operation of the Franchised Restaurant. At no time shall reasonable assistance be interpreted to require Franchisor to pay any money to Franchisee or to defer Franchisees' obligation to pay any sums to Franchisor.

6.3.2 At Franchisee's request, Franchisor may, but shall not be obligated to: (a) cause its field representatives to visit the Franchised Restaurant to advise, consult with, or train Franchisee in connection with its performance and operation of the Franchised Restaurant and Franchisee's compliance with the Blaze Standards Guidelines; or (b) permit Franchisee or certain of its employees to provide assistance, consultation, or additional training at a Restaurant selected by Franchisor. If Franchisor provides such additional assistance, consultation or training to Franchisee: (i) such assistance, consultation or training will be subject to Franchisor's capacity, scheduling, and discretion, but Franchisor shall not be obligated to provide that assistance, consultation or training; (ii) Franchisee shall pay all Travel Expenses and Wages, and other expenses, if any, incurred by Franchisee and/or Franchisee's employees in connection with such additional assistance, consultation, or training; (iii) Franchisor shall not pay any compensation to Franchisee or Franchisee's employees for providing services at Franchisor's or another Franchisee's Restaurant in connection with the assistance, consultation, or training; and (iv) Franchisee shall pay such training charges as may be then in effect, and shall reimburse Franchisor for all transportation costs, food, lodging and similar costs incurred by Franchisor and its personnel in connection with such training.

6.3.3 In the event of any sale, transfer, or Assignment, the transferee/assignee must be trained by Franchisor as a condition of Franchisor's consent to such transfer. The Franchised Restaurant shall not be transferred, opened, or re-opened by the transferee until Franchisor accepts the transferee in writing as being qualified to operate the Restaurant and Franchisor has otherwise consented to the transfer in accordance with this Agreement.

6.4 Certification Training. Franchisor offers four types of Blaze Pizza certifications. Franchisee must have at least one certified restaurant manager ("**Restaurant Manager**") at every open and operating Restaurant. At Franchisee's reasonable request, Franchisor will train Franchisee or an employee of Franchisee approved by Franchisor to become a certified new restaurant opening leader ("**New Restaurant Opening Leader**"), who may thereafter conduct new Restaurant opening training programs. If Franchisee opens additional Restaurants, the then-current Initial Franchise Fee will be discounted so long as Franchisee has a New Restaurant Opening Leader on staff throughout the opening of the Restaurant. At Franchisee's reasonable request, Franchisor will train Franchisee or an employee of Franchisee approved by Franchisor to become a certified training manager ("**Training Manager**") who may thereafter provide the Initial Training Program to Franchisee's Restaurant Manager(s) and assistant Restaurant Manager(s). The Training Manager may only conduct the Initial Training Program at a training facility owned by Franchisee (or an Affiliate of Franchisee) and certified by Franchisor as meeting the Standards for a training facility (the "**Certified Training Facility**"). If Franchisee (and/or its Affiliates), collectively, owns five or more Restaurants, Franchisee must at all times employ a New Restaurant Opening Leader and operate a Certified Training Facility. If Franchisee (and/or its Affiliates) collectively owns five or more Restaurants and fails to employ a New Restaurant Opening Leader, Franchise is in default of this Agreement and Franchisee must pay Franchisor a non-refundable additional training fee of $5,000 prior to the start of initial training for the new Restaurant, and, will not be entitled to a reduced Initial Franchise Fee. If Franchisee paid Franchisor a reduced Initial Franchise Fee, Franchisee will be required to pay Franchisor $10,000 (which represents the difference between the full Initial Franchise Fee and the discounted Initial Franchise Fee). Franchisor will, at Franchisee's reasonable request, conduct such procedures as it determines necessary to approve a Restaurant as a Certified Training Facility. If Franchisee (and/or its Affiliates) collectively owns five or more Restaurants and fails to operate a Certified Training Facility, Franchisee is in default of this Agreement and Franchisee shall be required to pay Franchisor its then-current fees for Franchisee's Restaurant Manager(s) and assistant Restaurant Manager(s) to attend the Initial Training Program. Franchisor reserves the right to decertify and recertify a Certified Training Facility, Restaurant Manager, New Restaurant Opening Leader, and Training Manager. Franchisor will provide certification for Franchisee's first Certified Training Facility, New Restaurant Opening Leader, or Training Manager at no cost. Franchisor will also certify one Operating Principal, Director of Operations and Multi-Unit Supervisor of Franchisee (including any Affiliates) at no cost. Franchisor reserves the right to charge its then-current fees (in addition to being reimbursed all out-of-pocket costs and expenses, including Franchisor's employees' Travel Expenses) to certify any other, additional, or subsequent Certified Training Facilities, New Restaurant Opening Leaders, Training Managers, Operating Principals or Directors of Operations (of Franchisee or its Affiliates), to recertify a Certified Training Facility, New Restaurant Opening Leader, Training Manager, Operating Principal or Director of Operations or if a Certified Training Facility, New Restaurant Opening Leader, Training Manager, Operating Principal or Director of Operations requires multiple certification attempts. All certification and training is subject to Franchisor's capacity and scheduling requirements.

6.5 Annual Convention. Franchisee, or if Franchisee is an Entity, its Operating Principal or a major Owner acceptable to Franchisor, must attend Franchisor's annual convention, for which Franchisor may charge a reasonable registration fee, and Franchisee must bear all of its attendee's Travel Expenses and Wages and other expenses. Notwithstanding the foregoing, Franchisor may preclude Franchisee from attending Franchisor's annual convention, if Franchisee is then in default under this Agreement or has received two or more notices of Default in the prior twelve months at the time of Franchisor's annual convention; provided that the Franchisee may still be required to pay the reasonable registration fee.

ARTICLE 7
BLAZE STANDARDS GUIDELINES, STANDARDS OF OPERATOR QUALITY, CLEANLINESS AND SERVICE

7.1 Compliance with Applicable Law. Franchisee shall operate the Franchised Restaurants as a clean, orderly, legal and respectable place of business in accordance with Franchisor's business standards and merchandising policies, and shall comply with all Applicable Laws. Franchisee shall not cause or allow any part of its Location or Premises to be used for any immoral or illegal purpose. Franchisee shall in all dealings with its customers, suppliers, and public officials adhere to high standards of honesty, integrity, fair dealing and ethical conduct and refrain from engaging in any action (or failing to take any action) which will cause Franchisor to be in violation of any Applicable Law. Franchisee shall refrain from engaging in action (or failing to take any action), which in the sole opinion of Franchisor, causes or could cause harm to the Marks, the System and/or the "Blaze Pizza" brand. If Franchisee shall receive any notice, report, fine, test results or the like from the applicable state or local department of health (or other similar Governmental Authority), Franchisee shall promptly send a copy of the same to Franchisor. Franchisee shall correct any such deficiency noted within 10 days or such fewer number of days as required by the applicable Governmental Authority.

7.2 Operating Principal and Management Employees.

7.2.1 The Operating Principal shall be principally responsible for communicating and coordinating with Franchisor regarding business, operational and other ongoing matters concerning this Agreement and the Franchised Restaurant. The Operating Principal shall have the full authority to act on behalf of Franchisee in regard to performing, administering or amending this Agreement. The Operating Principal shall be vested with the authority and responsibility for the day-to-day operations of the Franchised Restaurant and all other Restaurants owned or operated, directly or indirectly, by Franchisee or its Affiliates within a geographic area specified by Franchisor. The Operating Principal shall, during the entire period he or she serves as such, meet the following qualifications: (a) unless otherwise agreed in writing, shall devote one hundred percent (100%) of his/her time and best efforts to the operation of all Restaurants owned or operated, directly or indirectly, by Franchisee or its Affiliates in such geographic area; (b) meet Franchisor's educational, experience, financial and other reasonable criteria for such position, as set forth in the Blaze Standards Guidelines or otherwise in writing by Franchisor; (c) be an Owner with 10% or more (directly or indirectly), in the aggregate, of the Equity or voting rights in Franchisee; and (d) be an individual acceptable to Franchisor. The Operating Principal must be approved by Franchisor in writing. The Operating Principal shall be responsible for all actions necessary to ensure that all Restaurants owned or operated, directly or indirectly, by Franchisee in such geographic area are operated in compliance with this Agreement and the Blaze Standards Guidelines. If during the Term the Operating Principal is not able to continue to serve in such capacity or no longer qualifies to act as such in accordance with this Section (including Franchisor's subsequent disapproval of such person), Franchisee shall promptly notify Franchisor of such occurrence. Thereafter, Franchisee shall promptly, but not later than 30 days after the prior Operating Principal ceases to serve Franchisee, (w) designate a replacement operating principal who meets Franchisor's then-current qualification requirements, (x) provide Franchisor with such information about such new Operating Principal as Franchisor may request, (y) cause such replacement Operating Principal to undergo, at Franchisee's cost, such training as Franchisor may require, and (z) obtain Franchisor's written acceptance of such person as the Operating Principal. Franchisor may, but is not required to, deal exclusively with the Operating Principal in such regards unless and until Franchisor's actual receipt of written notice from Franchisee of the appointment of a successor Operating Principal who shall have been accepted by Franchisor. Franchisee's Operating Principal is identified in Attachment A of this Agreement.

7.2.2 Franchisee shall notify Franchisor in writing at least ten days prior to employing the Operating Principal setting forth in reasonable detail all information reasonably requested by Franchisor. Franchisor's acceptance of the Operating Principal shall not constitute Franchisor's endorsement of such individual or a guarantee by Franchisor that such individual will perform adequately for Franchisee or its Affiliates, nor shall Franchisor be estopped from subsequently disapproving or otherwise challenging such person's qualifications or performance.

7.2.3 Franchisee shall ensure that the operation of the Franchised Restaurant is at all times under the direct control of the Operating Principal or a Restaurant Manager. At all times that the Franchised Restaurant is open and at all times which pre-opening or post-closing activities are being undertaken at the Franchised Restaurant, the Franchised Restaurant shall be managed by a person that has successfully completed training (and if required, a person that is certified, by Franchisor in its discretion, for the performance of such responsibilities) and has successfully completed the ServSafe course and such other courses and training as may be specified by Franchisor and/or required by Applicable Law. Each such Restaurant Manager shall be solely dedicated to the operation of the Restaurant to which the person is assigned. Franchisee shall supervise, direct and be responsible for in all respects, the activities and performance of all Operating Principals, Restaurant Managers, and other employees of franchise and shall ensure compliance with the Blaze Standards Guidelines and otherwise. Franchisor will not have the power to hire or fire Franchisee's employees and/or independent contractors. Franchisee expressly agrees that Franchisor's authority under this Agreement to certify certain of Franchisee's employees for qualification to perform certain functions or operations for the Franchised Restaurant does not directly or indirectly vest in Franchisor the power to hire, fire, or control any such employee or independent contractor. Franchisee alone is responsible for all employment decisions and functions of its Franchised Restaurant, including, without limitation, those related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision, and discipline of employees, regardless of whether Franchisee has received advice from Franchisor on these subjects or not. All employees or independent contractors hired by or working for Franchisee will be Franchisee's employees or independent contractors alone and will not, for any purpose, be deemed Franchisor's employees or subject to Franchisor's control, including with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal governmental agency. Franchisee shall state in all job postings and applications that individuals will be hired by the Franchisee, not Franchisor. Franchisee agrees to hold itself out to the public as an independent contractor operating the Franchised Restaurant pursuant to a license from the Franchisor. Franchisee further agrees that it alone will ensure that its Franchised Restaurants are in compliance with all applicable federal, state, and local laws and regulations, including labor and employment laws. Franchisor will have no liability for any action or settlement related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision, and discipline of employees and Franchisee agrees to indemnify Franchisor for any such liabilities it incurs. Franchisee agrees that any direction Franchisee receives from Franchisor regarding employment policies should be considered as examples, that Franchisee alone is responsible for establishing and implementing Franchisee's own policies, and that Franchisee understands that Franchisee should do so in consultation with local legal counsel well-versed in employment law.

7.2.4 Notwithstanding anything in Section 7.2.3, to the contrary, Franchisee (or Franchisee's Operating Principal) must be adequately trained and Franchisee must have three certified Restaurant Managers in the Restaurant if this is the first Restaurant operated by Franchisee or its Affiliates in the trade area in which it is located for at least the first 30 days of operation, and Franchisee must have a minimum of two certified Restaurant Managers if this is the second or subsequent Restaurant in the same trade area for at least the first 30 days of operation, and then Franchisee must have no less than one certified Restaurant Manager in the Restaurant from then on, as well as an adequate staff of employees who have in Franchisor's judgment, been fully and adequately trained.

7.2.5 Commencing on the date which Franchisee, directly or indirectly through one or more Affiliate(s), opens its 2nd Restaurant, and at all times throughout the Term and the term of the franchise agreement for each additional Restaurant, Franchisee or one of its Affiliates shall employ and retain, an individual (the "**Director of Operations**") who shall be vested with the authority and responsibility for the day-to-day operations of all Restaurants owned or operated, directly or indirectly, by Franchisee and its Affiliates. The Director of Operations shall, during the entire period he/she serves as such, unless otherwise agreed in writing by Franchisor devote 100% of his/her time and best efforts solely to operation of the all Restaurants owned or operated, directly or indirectly, by Franchisee and its Affiliates and to no other business activities. The Director of Operations may, with the prior written consent of Franchisor, be the same individual as the Operating Principal. The Director of Operations shall be responsible for all actions necessary to ensure that the Restaurant is owned or operated, directly or indirectly, by Franchisee in compliance with this Franchise Agreement and the Blaze Standards Guidelines. If, during the Term, the Director of Operations is not able to continue to serve in such capacity or no longer qualifies to act as such in accordance with this Section, Franchisee or its applicable

Affiliate shall promptly notify Franchisor and designate a replacement within 30 days after the Director of Operations ceases to serve.

Franchisee also has the option, commencing immediately should Franchisee, directly or indirectly through one or more Affiliate(s), open a 2nd Restaurant to employ and retain, an individual ("**Multi-Unit Supervisor**") vested with the authority and responsibility for the day-to-day supervision of one or more of the Restaurants owned or operated, directly or indirectly, by Franchisee and its Affiliate(s). The Multi-Unit Supervisor shall, during the entire period he/she serves as such, unless otherwise agreed to by Franchisor, shall devote 100% of his/her time and best efforts solely to supervision of those Restaurants and to no other business activities. The Multi-Unit Supervisor, if any, shall report to the Director of Operations and may also serve as a Restaurant Manager, provided he/she meets Franchisor's training and other requirements for General Managers.

Franchisee shall notify Franchisor in writing at least ten days prior to employing the Director of Operations and Multi-Unit Supervisor, if any, setting forth in reasonable detail all information reasonably requested by Franchisor. The Director of Operations and Multi-Unit Supervisor must complete Franchisor's training requirements in accordance with the terms set forth in this Agreement and the Blaze Standards Guidelines prior to serving in these roles.

7.3 Computer/Information Systems.

7.3.1 Franchisee shall purchase, use and maintain the Information Systems specified in the Blaze Standards Guidelines in accordance with the Franchisor's standards and specifications as well as any under standards that Franchisor requires. The Information Systems must at all times be connected to one or more high-speed communications media specified by Franchisor and be capable of accessing the Internet. Franchisee must electronically link the Information Systems to Franchisor or its designee. Franchisee shall allow Franchisor and/or its designee to access the Information Systems and stored files, and to add, remove, configure and modify information systems via any means including electronic polling and uploads, with or without notice. Franchisor may from time to time upon 30 days advance written notice require Franchisee, at Franchisee's sole cost and expense, to add, update, upgrade or replace the Information Systems, including hardware and/or software. Although Franchisor cannot estimate the future costs of the Information Systems, required hardware, software, or service or support, and although these costs might not be fully amortizable over the time remaining in the Term, Franchisee agrees to acquire and incur the costs of obtaining and implementing the hardware, software and other components and devices comprising the Information Systems (including additions and modifications) and all support services, service and maintenance agreements and subscriptions prescribed by Franchisor to maintain, protect, and interface with Information Systems. Information Systems may be provided directly by third parties or may be sold, licensed or sublicensed by or through Franchisor at a reasonable one-time or recurring charge, and pursuant to forms of agreement prescribed by Franchisor.

7.3.2 Franchisee shall not use or permit the use of the Information Systems for any unlawful or non-business related activity. Franchisee shall not install or use, and shall prohibit others from installing and using, unauthorized hardware or other components and devices, software on or with the Information Systems. Franchisee shall take all commercially reasonable measures to insure that the Information Systems are used strictly in accordance with Franchisor's standards, including security protocols and protective measures including how passwords are assigned and rotated, prescribed limitations regarding which persons Franchisee may permit to access (via LAN, WAN, internet or otherwise), use, perform support and installation functions and conduct transactions with the Information Systems. No virus, Trojan horse, malicious code or other unauthorized code or software is installed on, or transmitted by, the Information Systems. Franchisee shall at all times provide Franchisor with all passwords, access keys and other security devices or systems as necessary to permit Franchisor to access the Information Systems and obtain the data Franchisor is permitted to obtain. Franchisor reserves the right to add, control, modify, govern and block any and all network and internet traffic, ports, protocols, and destinations.

7.3.3 Franchisee shall, upon Franchisor's request transmit email, digital photos and real time video and audio signals of the Restaurant to, and in the form and manner prescribed by Franchisor.

7.3.4 Within a reasonable time upon Franchisor's request, Franchisee shall apply for and maintain systems for use of debit cards, credit cards, credit card vendors, loyalty and gift cards and other non-cash payment methods. Franchisee shall adhere to all PCI (Payment Card Industry), CISP (Cardholder Information Security Program) and SDP (Site Data Protection) compliance specifications, as amended. The term "credit card vendors" includes, among other things, companies that provide services for electronic payment, such as near field communication vendors (for example, "Apple Pay" and "Google Wallet").

7.3.5 Franchisee is required to lease from Franchisor two tablet computers ("**Training Tablets**") for the Restaurant. The Training Tablets will have Franchisor's proprietary recipes and training software loaded onto each Training Tablet. Franchisee shall pay Franchisor each Week during the Term, as provided in Section 4.4, Franchisee's Training Software License and Tablet Fee as provided in the Blaze Standards Guidelines, and Franchisee shall also pay Franchisor a one-time initial setup fee, which includes protective cases and mounts, of $500. Franchisor reserves the right to increase the Training Software License and Tablet Fee upon notice to Franchisee. The Training Tablets are the property of Franchisor, are included in Franchisor's Confidential Information, and must be returned to Franchisor immediately upon termination, expiration, or non-renewal of this Agreement.

7.3.6 Franchisor requires that the Restaurant comply with "EMV" and may require that the Restaurant comply with other standards for credit card usage. The Restaurant must have at least two EMV terminals. Franchisee is required to pay Franchisor's vendors their then-current monthly fee for obtaining software for each EMV terminal. Franchisor may require that Franchisee install additional payment terminals or automated teller machines for use with such credit cards. Franchisee shall pay the costs of any terminals, software, hardware, or other components necessary to comply with these requirements, and Franchisor reserves the right to require that Franchisee pay any such costs to Franchisor.

7.3.7 Franchisee shall participate in accordance with Franchisor's policies and specifications, including those set forth in the Blaze Standards Guidelines, in all types of ordering systems, specified by Franchisor, including online and mobile application programs. Franchisee shall pay Franchisor its then-current fee for use of the online reputation management programs and mobile application programs designated by Franchisor each month or in other frequencies as Franchisor may require. Franchisee will cooperate in all respects to implement, support and maintain such systems, including providing Franchisor and its representatives with access to Franchisee's banking accounts.

7.3.8 Franchisee shall purchase one Wi-Fi enabled tablet that is capable of accessing the Internet ("**OLO Tablet**") for the Restaurant. The OLO Tablet will solely be used to access the OLO administrator website for the purpose of serving customers who have submitted orders through online ordering.

7.4 Blaze Standards Guidelines. Franchisee shall participate in the System and operate the Franchised Restaurant in strict compliance with the standard procedures, policies, rules and regulations established by Franchisor and incorporated in the Blaze Standards Guidelines. Franchisor will provide Franchisee with electronic access to the Blaze Standards Guidelines, including bulletins and updates to use during the term of this Agreement.

7.4.1 The subject matter of the Blaze Standards Guidelines may include matters such as: forms, information relating to product and menu specifications, purchase orders, general operations, online ordering, gift cards, labor management, sales reports, training and accounting; sanitation; staff certification, design specifications and uniforms; display of signs and notices; authorized and required Information Systems, equipment and fixtures, including specifications therefor; Mark usage; insurance requirements; lease requirements; ownership requirements, decor; standards for management and personnel, hours of operation; yellow page and local advertising formats; standards of maintenance and appearance of the Franchised Restaurant; procedures upon the occurrence of a Crisis Management Event; and required posting of notices to customers as to how to contact the Franchisor to submit complaints and feedback; participation in surveys and mystery shopper programs; and such other matters and policies as Franchisor may reasonably elect to include which relate to the System or the franchise relationship under the System. In the event of the occurrence of a Crisis Management Event, Franchisor may also establish emergency procedures pursuant to which Franchisor may require Franchisee to, among other things, temporarily close the Franchised Restaurant to the public, in which event Franchisor shall not be liable to Franchisee for any losses or costs, including consequential damages or loss profits occasioned thereby. In the event of any dispute as to the contents of the Blaze Standards Guidelines, the terms and contents of the master copy maintained by Franchisor shall be controlling.

7.4.2 Franchisor shall have the right to modify the Blaze Standards Guidelines at any time and from time to time; provided, that no such modification shall alter Franchisee's fundamental status and rights under this Agreement. Modifications in the Blaze Standards Guidelines shall become effective upon delivery of written or electronic notice thereof to Franchisee unless a longer period is specified in such written notice or unless a longer period is set forth in this Agreement. The Blaze Standards Guidelines, as modified from time to time, shall be an integral part of this Agreement and reference made in this Agreement, or in any amendments, exhibits or schedules hereto, to the Blaze Standards Guidelines shall be deemed to mean the Blaze Standards Guidelines kept current by amendments from time to time.

7.4.3 The Blaze Standards Guidelines and all amendments to the Blaze Standards Guidelines (whether electronic or hard copies thereof) are copyrighted and remain Franchisor's property. They are loaned to Franchisee for the term of the Agreement, and must be returned to Franchisor immediately upon the Agreement's termination or expiration. The Blaze Standards Guidelines are highly confidential documents which contain certain Trade Secrets of Franchisor. Franchisee shall not make, or cause or allow to be made, any copies, reproductions or excerpts of all or any portion of the Blaze Standards Guidelines without Franchisor's express prior written consent. Upon the expiration or termination of this Agreement for any reason whatsoever, Franchisee shall immediately return the Blaze Standards Guidelines to Franchisor. Franchisee's loss or unauthorized transfer of the Blaze Standards Guidelines, or other breach of this Section shall, without limiting the materiality of any other default of this Agreement, constitute a material default of this Agreement.

7.4.4 Franchisee acknowledges that its compliance with the Blaze Standards Guidelines is vitally important to Franchisor and to other franchisees and is necessary to protect Franchisor's reputation and the goodwill of the Marks and to maintain the uniform quality of operation for all franchisees. However, while the Blaze Standards Guidelines are designed to protect Franchisor's reputation and the goodwill of the Marks, it is not designed to control the day-to-day operation of the Franchised Restaurants.

7.5 Hours. Subject to Applicable Law or subsequent written agreement between Franchisor and Franchisee to the contrary, Franchisor and Franchisee agree that Franchised Restaurant shall be open and operational 7 days per week, every day of the year (except Thanksgiving and Christmas on which Franchisee is authorized to close the Franchised Restaurant), and at least from 11:00 a.m. to 10:00 p.m. unless approved in writing. Franchisee shall diligently and efficiently exercise its best efforts to achieve the maximum Gross Sales possible from its Location, and shall remain open for longer hours if additional opening hours are reasonably required to maximize operations and sales. Notwithstanding the foregoing, Franchisor may authorize or direct Franchisee and other franchisees to operate during hours and on fewer or more days than are specified in this Agreement.

7.6 Product Line and Service. Franchisee shall advertise, sell and serve all and only those Authorized "Blaze Pizza" Products which Franchisor has directed to be advertised, sold and served at or from the Franchised Restaurant. All Authorized "Blaze Pizza" Products shall be sold and distributed under the specific name designated by Franchisor and shall be purchased, inventoried, stored, prepared and served strictly in accordance with Franchisor's recipes and specifications. Franchisee shall not remove any Authorized "Blaze Pizza" Product from the Franchisee's menu without Franchisor's express written approval, nor may Franchisee take any action which is intended to diminish the maximum sales potential of any of the Authorized "Blaze Pizza" Products. All sales by Franchisee shall be for retail consumption only.

7.7 Utensils, Fixtures and Other Goods. All products to be used in the operation of the business including tableware, flatware, utensils, glasses, menus and other like articles used in connection with the Franchised Restaurant shall conform to Franchisor's specifications, shall be imprinted with Franchisor's Marks, if and as specified by Franchisor, and shall be purchased by Franchisee from a Supplier approved in writing by Franchisor, as provided in ARTICLE 9 of this Agreement. No item of merchandise, furnishings, interior and exterior decor items, supplies, fixtures, equipment or utensils shall be used in or upon any Restaurant unless expressly approved by Franchisor.

7.8 Menus.

7.8.1 Authorized "Blaze Pizza" Products shall be marketed by approved menu format(s) to be utilized in the Franchised Restaurant. The approved and authorized menu and menu format(s) may include, in Franchisor's discretion, requirements concerning organization, graphics, product descriptions, illustrations, and any other matters related to the menu(s), whether or not similar to those listed. In Franchisor's discretion, the menu and/or menu format(s) may vary depending upon region, market size, and other factors. Franchisor may change the menu and/or menu format(s) from time to time or region to region or authorize tests from region to region or authorize non-uniform regions or Restaurants within regions. Franchisee shall have ten days to implement all such changes to the menu(s).

7.8.2 Franchisee shall, upon receipt of notice from Franchisor, add, delete, or update any Authorized "Blaze Pizza" Products to its menu(s) according to the instructions contained in the notice. Franchisee shall have ten days after receipt of written notice in which to fully implement any such change. Franchisee shall cease selling any previously approved product within ten days after receipt of notice that the product is no longer approved. Franchisor may instruct Franchisee to remove any item from the menu(s) on an emergency basis and Franchisee must comply with such instruction immediately. Franchisor shall not be liable to Franchisee for any losses sustained by Franchisee in connection with such instruction (or Franchisee's failure to comply with such instruction).

7.8.3 All food products sold by Franchisee shall be of the highest quality, and the ingredients, composition, specifications, and preparation of such food products shall comply with the instructions and other requirements communicated by Franchisor or contained in Franchisor's Blaze Standards Guidelines from time to time.

7.8.4 Franchisee is entitled to request that Franchisor approve additional menu items, including food, beverage and merchandise, to be offered at the Franchised Restaurant. Franchisee shall submit a variance request, in writing, that Franchisor approves such additional menu items and the Supplier of such items. Upon receiving the written request, Franchisor shall evaluate the suggested menu items and the Supplier of such items in its sole discretion whether Franchisee shall be permitted to offer such items at the Franchised Restaurant. Upon receiving written approval by Franchisor, Franchisee may offer such additional menu items, subject to any conditions and/or limitations imposed by Franchisor.

7.8.5 If Franchisor, in its discretion, determines that the Restaurant is a candidate to serve beer and wine, Franchisee shall use all reasonable efforts to promptly secure and maintain in effect all necessary licenses and permits required to offer beer and wine for sale.

7.9 Notification of Legal Proceedings; and Crisis Management Events.

7.9.1 Franchisee shall notify Franchisor in writing within ten days after Franchisee receives actual notice of the commencement of any investigation, action, suit, or other proceeding, or the issuance of any order, writ, injunction, award, or other decree of any court, agency, or other Governmental Authority that pertains to the Franchised Restaurant or that may adversely affect Franchisee's operation of the Franchised Restaurant or ability to meet its obligations hereunder, including notice of any failure to strictly comply with any health code or ordinance; and

7.9.2 Upon the occurrence of a Crisis Management Event, Franchisee shall immediately inform Franchisor, as instructed in the Blaze Standards Guidelines, by telephone and email (or other electronic messaging medium authorized by Franchisor for this purpose). Franchisee shall cooperate fully with Franchisor with respect to Franchisor's response to the Crisis Management Event.

7.10 Signs. Franchisee shall maintain approved signs and/or awnings at, on, or near the front of the Premises, identifying the Location as a Restaurant, which shall conform in all respects to Franchisor's specifications and requirements and the layout and design plan approved for the Location, subject only to restrictions imposed by Applicable Law. On receipt of notice by Franchisor of a requirement to alter any existing sign on its premises, Franchisee will, at its cost, make the required changes within 30 days, subject to the approval of the lessor if required by Franchisee's Lease. Franchisee will not be required to alter or replace the existing sign more than once every five years.

7.11 Uniforms and Employee Appearance. Franchisee shall cause all employees, while working in the Franchised Restaurant, to: (i) wear uniforms of such color, design, and other specifications as Franchisor may designate from time to time, and (ii) present a neat and clean appearance. If Franchisor removes the type of uniform utilized by Franchisee from the list of approved uniforms, Franchisee shall have 60 days from receipt of written notice of such removal to discontinue use of its existing inventory of uniforms and implement the approved type of uniform. In no case shall Franchisee permit any employee of Franchisee to wear the required uniform except while working at the Franchised Restaurant; without limiting the generality of the foregoing, the uniform may not be worn off Premises for any other purpose (other than while commuting to and from work at the Franchised Restaurant).

7.12 Vending or Other Machines. Except with Franchisor's written approval, Franchisee shall not cause or permit vending, gaming machines, pay telephones, automatic teller machines, Internet kiosks or any other mechanical or electrical device to be installed or maintained at the Location.

7.13 Co-Branding. Franchisee may not engage in any co-branding in or in connection with the Franchised Restaurant except with Franchisor's prior written consent, in its sole discretion. Franchisor shall not be required to approve any co-branding chain or arrangement. "Co-branding" includes the operation of an independent business, product line or operating system owned or licensed by another entity (not Franchisor) that is featured or incorporated within the Franchisee's Premises or is adjacent to Franchisee's Premises and operated in a manner which is likely to cause the public to perceive it to be related to the Restaurant licensed and franchised hereunder. An example would be an independent ice cream store or counter installed within Franchisee's Premises.

7.14 Intranet.

7.14.1 Franchisor has established and maintains an Intranet through which franchisees of Franchisor may communicate with each other, and through which Franchisor and Franchisee may communicate with each other and through which Franchisor may disseminate the Blaze Standards Guidelines, updates thereto and other confidential information. Franchisor shall have discretion and control over all aspects of the Intranet, including the content and functionality thereof. Franchisor will have no obligation to maintain the Intranet indefinitely, and may dismantle it at any time without liability to Franchisee.

7.14.2 Franchisee shall have the mere privilege to use the Intranet, subject to Franchisee's strict compliance with the standards and specifications, protocols and restrictions that Franchisor may establish from time to time. Such standards and specifications, protocols and restrictions may relate to, among other things, (a) the use of abusive, slanderous or otherwise offensive language in electronic communications, (b) communications between or among franchisees that endorse or encourage Default of any franchisee's franchise agreement, or other agreement with Franchisor or its Affiliates, (c) confidential treatment of materials that Franchisor transmits via the Intranet, (d) password protocols and other security precautions, including limitations on the number and types of employees that may be granted access to the Intranet, (e) grounds and procedures for Franchisor's suspending or revoking a franchisee's access to the Intranet, and (f) a privacy policy governing Franchisor's access to and use of electronic communications that franchisees post to the Intranet. Franchisee acknowledges that, as administrator of the Intranet, Franchisor can technically access and view any communication that any person posts on the Intranet. Franchisee further acknowledges that the Intranet facility and all communications that are posted to it will become Franchisor's property, free of any claims of privacy or privilege that Franchisee or any other person may assert.

7.14.3 Franchisee shall establish and continually maintain (during all times that the Intranet shall be established and until the termination of this Agreement) an electronic connection (the specifications of which shall be specified in the Blaze Standards Guidelines) with the Intranet that allows Franchisor to send messages to and receive messages from Franchisee, subject to the standards and specifications.

7.14.4 If Franchisee shall default under this Agreement or any other agreement with Franchisor or its Affiliate, Franchisor may, in addition to, and without limiting any other rights and remedies available to Franchisor, disable or terminate Franchisee's access to the Intranet without Franchisor having any liability to Franchisee, and in which case Franchisor shall only be required to provide Franchisee a paper copy of the Blaze Standards Guidelines and any updates thereto, if none have been previously provided to Franchisee, unless not otherwise entitled to the Blaze Standards Guidelines.

7.14.5 If Franchisor has enabled the Intranet to facilitate Franchisee ordering goods and products from Franchisor and other vendors, then to the maximum extent possible, Franchisee shall order and purchase through the Intranet all good and products available for purchase through the Intranet.

7.15 Gift and Loyalty Cards. Franchisee is obligated to participate in Franchisor's gift and loyalty card program. At Franchisor's discretion, gift and loyalty cards will be made available by Franchisee for purchase and redemption at the Restaurant.

7.16 Online Ordering. Franchisee shall participate in customer online ordering and/or payment systems and programs which Franchisor may establish and modify from time to time.

7.17 Privacy. Franchisee agrees to comply with all applicable laws pertaining to the privacy of customer, employee, and transactional information ("**Privacy Laws**"). Franchisee also agrees to comply with Franchisor's standards and policies pertaining to Privacy Laws. If there is a conflict between Franchisor's standards and policies pertaining to Privacy Laws and actual applicable law, Franchisee will: (a) comply with the requirements of applicable law; (b) immediately give Franchisor written notice of said conflict; and (c) promptly and fully cooperate with Franchisor and Franchisor's counsel in determining the most effective way, if any, to meet Franchisor's standards and policies pertaining to Privacy Laws within the bounds of applicable law. Franchisee agrees not to publish, disseminate, implement, revise, or rescind a data privacy policy without Franchisor's prior written consent as to said policy.

7.18 Step-In Rights. In order to prevent any interruption of the Restaurant operations which would cause harm to the Restaurant, thereby depreciating the value thereof, Franchisor has the right, but not the obligation, to step-in and designate an individual of Franchisor's choosing (an "**Interim Manager**") for up to 90 consecutive days at a time to temporarily manage Franchisee's Restaurant: (i) if Franchisee fails to comply with any provision of this Agreement and does not cure the failure within the time period specified by the Agreement or by Franchisor; (ii) if Franchisor determines in Franchisor's sole judgment that the operation of the Restaurant is in jeopardy; (iii) if Franchisee determines in Franchisee's sole discretion that operational problems require that Franchisor operate the Restaurant; (iv) if Franchisee abandons or fails to actively operate the Restaurant; (v) upon Franchisee's, any Owner of Franchisee's or the Restaurant Manager's or Operating Principal's absence, termination, death, or disability; or (vi) if Franchisor deems Franchisee or Franchisee's Restaurant Manager or Operating Principal incapable of operating the Restaurant ("**Step-in Rights**"). If Franchisor exercises the Step-In Rights:

7.18.1 Franchisee agrees to pay Franchisor, in addition to all other amounts due under this Agreement, an amount equal to $500 per day that the Interim Manager manages the Restaurant, plus the Interim Manager's direct out-of-pocket costs and expenses;

7.18.2 Franchisee acknowledges that the Interim Manager will have a duty to utilize only reasonable efforts and will not be liable to Franchisee or Franchisee's Owners for any debts, losses, or obligations the Restaurant incurs, or to any of Franchisee's creditors for any supplies, products, or other assets or services the Restaurant purchases while Interim Manager manages it;

7.18.3 Franchisee agrees to indemnify and hold harmless Franchisor, the Interim Manager, and any representative of Franchisor who may act hereunder, from any and all acts which Franchisor, the Interim Manager and any representative of Franchisor may perform, as regards the interests of Franchisee or third parties; and

7.18.4 Franchisee agrees to pay all of Franchisor's reasonable attorney fees and costs incurred as a consequence of Franchisor's exercise of the Step-In Rights.

Nothing contained in this Section 7.18 shall prevent Franchisor from exercising any other right which Franchisor may have under this Agreement, including, without limitation, termination.

ARTICLE 8
ADVERTISING

8.1 General Advertising Requirements. Franchisee shall only use and display approved advertising material provided, from time to time, by Franchisor and shall use and display all material in accordance with Franchisor's policies, standards and specifications. Franchisor may, in its discretion, require Franchisee to cease using any advertising materials which it has previously approved and upon receiving notification from Franchisor, Franchisee shall cease using such materials. All of Franchisee's advertising, promotion and marketing materials shall be completely clear, factual and not misleading and conform to the highest ethical standards and to Franchisor's standards and policies. Franchisee shall not in any medium: (a) use abusive, slanderous or otherwise offensive language; (b) endorse or encourage default of any franchisee's franchise agreement, or other agreement with Franchisor or its Affiliates; or (c) take any action or make any statement which would disparage Franchisor or its Affiliates, or impair, damage or harm the name, reputation, or goodwill of the Marks, System and/or the "Blaze Pizza" brand.

8.2 Grand Opening Advertising and Promotion.

8.2.1 You must conduct a grand opening advertising program that we approve and which presently includes providing the public with free pizzas for one day. You must also participate in our annual "Pi Day" promotion on March 14 where you will price pizza pies at $3.14 on that day. Other than these programs and your Creative Fund contributions, there is no obligation for you to conduct any local advertising programs or to spend any amount on advertising in your area or territory. You may not develop advertising materials for your own use. (Franchise Agreement Article 8.1) You are not obligated to participate in any local or regional advertising cooperative, however, you are highly encouraged to invest in local restaurant marketing at a recommended rate of 2% of sales for each of your restaurants.

8.3 Creative Fund.

8.3.1 In accordance with Section 4.2 of this Agreement, Franchisee's Creative Fee shall be applied to the Creative Fund. An amount equal to all Creative Fund revenues and allocations will be expended for national, regional, or local advertising, public relations or promotional campaigns or programs designed to promote and enhance the image, identity or patronage of franchised, and Franchisor-owned (including Affiliate-owned) Restaurants. Such expenditures may include: (a) creative development, production and placement of print advertisements, commercials, musical jingles, decals, radio spots, audio advertising, point of purchase materials, direct mail pieces, literature, outdoor advertising, door hangers, electronic media advertisements, and other advertising and promotional material; (b) creative development, preparation, production and placement of video, audio and written materials and electronic media, (c) to purchase artwork and other components for advertising; (d) media placement and buying, including all associated expenses and fees; (e) administering regional and multi-regional marketing and advertising programs; (f) market research, marketing studies and customer satisfaction surveys; (g) development and production of, and, to the extent applicable, acquisition of, premium items, giveaways, promotions, contests, public relations events, and charitable or nonprofit events; (h) creative development of signage, posters, and individual decor items including wall graphics; (i) recognition and awards events and programs; (j) system recognition events, including periodic national and regional conventions and meetings; (k) website, extranet and/or Intranet development, implementation and maintenance; (l) development, implementation and maintenance of a website that permits electronic commerce, reservation system and/or related strategies; (m) retention and payment of advertising and promotional agencies and other outside advisors, including retainer and management fees;

(n) public relations and community involvement activities and programs; (o) expenditures for activities conducted for the benefit of co-branding, or other arrangements where "Blaze Pizza" Brand Products and/or services are offered in conjunction with other marks or through alternative channels of distribution; (p) development, amendment and revisions to the standards, policies and procedures set forth in the Blaze Standards Guidelines; (q) stadium promotion marketing fees; (r) payment to Franchisor or its Affiliates, for indirect costs and overhead incurred in connection with the operation of its creative department(s), if any, and the administration of the Creative Fund not to exceed 20% of required contributions; (s) payments for corporate and store-level hosted access from Radiant Systems, NCR or successor data hosted solutions providers; (t) gift card blanks; and (u) retention and payment of social media agencies.

8.3.2 Franchisor may employ individuals, consultants or advertising or other agencies, including consultants or agencies owned by, operated by or affiliated with Franchisor, to provide services for the Creative Fund. The Creative Fund may be used to defray direct expenses of Franchisor employees related to the operation of the Creative Fund, to pay for attorneys' fees and other costs related to the defense of claims against the Creative Fund or against Franchisor relating to the Creative Fund, and to pay costs with respect to collecting amounts due to the Creative Fund.

8.3.3 Franchisor shall determine, in its discretion, the cost, media, content, format, style, timing, allocation and all other matters relating to such advertising, public relations and promotional campaigns. Franchisee acknowledges that not all franchisees may be required to contribute, or contribute the same percentage of Gross Sales, to the Creative Fund and by way of illustration and not limitation, Franchisor may waive or impose lower contribution requirements with respect to Restaurants operating at Non-Traditional Venues, or outside the United States. Nothing herein shall be construed to require Franchisor to allocate or expend Creative Fund contributions or allocations so as to benefit any particular franchisee, Franchisee or group of franchisees or franchisees on a pro rata or proportional basis or otherwise. Except as directed in writing by Franchisor, Franchisee must participate in all advertising, marketing, promotions, research and public relations programs instituted by the Creative Fund. Franchisor may make copies of advertising materials available to Franchisee with or without additional reasonable charge, as determined by Franchisor. Any additional advertising shall be at the sole cost and expense of Franchisee. The Creative Fund shall, as available, provide to Franchisee marketing, advertising and promotional formats and sample materials at the Creative Fund's direct cost of producing such items, plus shipping and handling.

8.3.4 Franchisor (or its Affiliates) may collect rebates and allowances and credits from Suppliers based on purchases or sales by franchisees, including Franchisee, and Franchisor (and/or its Affiliates), which shall either: (a) be distributed directly by the Supplier to Franchisee, other franchisees and Franchisor (and/or its Affiliates) pro rata based on their respective relative purchases or sales volumes; or (b) be contributed to the Creative Fund and subsequently distributed to franchisees, including Franchisee, and to Franchisor (and/or its Affiliates) pro rata based on their respective relative purchases or sales volumes; in either case, net of the actual and reasonable costs and expenses incurred to administer, collect, calculate and distribute the rebates, credits and marketing allowances. Any such contribution of such rebates, allowances or credits to the Creative Fund shall not reduce Franchisee's obligation to pay the Creative Fee. Franchisor may include information regarding acquiring a franchise on or as a part of materials and items produced by or for the Creative Fund.

8.3.5 Franchisor may either (i) hold the Creative Fund contributions Franchisor receives from franchisees in a separate account administratively segregated on Franchisor's books and records, or (ii) transfer the Creative Fees to a separate Entity to whom Franchisor has assigned or delegated the responsibility to operate and maintain the Creative Fund. Nothing herein shall be deemed to create a trust fund, and Franchisor may commingle creative fees with its general operating funds and expend such sums in the manner herein provided. For each Restaurant that Franchisor or any of its

Affiliate operates, Franchisor or such Affiliate will similarly allocate to the Creative Fund the amount that would be required to be contributed to the Creative Fund if it were a Franchised Restaurant.

8.3.6 If less than the total of all contributions and allocations to the Creative Fund are expended during any fiscal year, such excess may be accumulated for use during subsequent years. Franchisor may spend in any fiscal year an amount greater or less than the aggregate contributions to the Creative Fund in that year and may cause the Creative Fund to borrow funds to cover deficits or invest surplus funds. If Franchisor (or an Affiliate) advances money to the Creative Fund, it will be entitled to be reimbursed for such advances. Any interest earned on monies held in the Creative Fund may be retained by Franchisor for its own use in its discretion. Within 60 days following each fiscal year, Franchisor shall prepare a statement of contributions and expenditures for the Creative Fund and, upon Franchisee's written request, Franchisor shall provide such information to Franchisee.

8.4 Promotional Campaigns.

8.4.1 Prior to and in connection with the opening of the Restaurant, Franchisee shall conduct an initial grand opening promotion campaign in accordance with such policies and provisions with respect to format, content, media, geographic coverage and other criteria as are from time to time contained in the Blaze Standards Guidelines, or as otherwise directed by Franchisor. Franchisee must purchase a grand opening kit from Franchisor. The grand opening shall include offering one day of free pizza to consumers, and to the fullest extent permitted by Applicable Law, an annual "Pi Day" promotion on each March 14 where pizza pies are priced at \$3.14 on that day. Franchisee shall not use or publish any advertising material which does not conform to said policies and provisions.

8.4.2 From time to time during the term hereof, Franchisor shall have the right to establish and conduct promotional or discount campaigns on a national or regional basis, which may by way of illustration and not limitation promote particular products or marketing themes. Franchisee agrees to participate in such promotional or discount campaigns upon such terms and conditions as the Franchisor may establish, including minimum and maximum price policies minimum advertised price policies and unilateral price policies. Franchisee acknowledges and agrees that such participation may require Franchisee to purchase point of sale advertising material, posters, flyers, product displays and other promotional material (unless provided at no charge through the Creative Fund). Franchisee must also provide those services and other items that Franchisor specifies on such terms and at such rates, including free-of-charge, as Franchisor may specify.

8.5 Advisory Council. We have formed an advisory council to advise us on various System matters and to promote communications between us and all franchisees. The advisory council's guidelines specify the manner in which members are selected. We reserve the right to grant to the advisory council any operation or decision-making powers that we deem appropriate. We reserve the right to change, or dissolve the advisory council or form a new advisory council, in our sole discretion. You agree to participate in, and, if required, become a member of any advisory councils or similar organizations we form or organize for Blaze Pizza Restaurants.

8.6 Internet.

8.6.1 Franchisee shall not develop, create, generate, own, license, lease, participate in or use in any manner any computer medium or electronic medium (including any Internet home page, e-mail address, website, domain name, bulletin board, social media site, PR publication, newsgroup or other Internet-related medium or activity) which in any way uses or displays, in whole or part, the Marks, or any of them, or any words, symbols or terms confusingly similar thereto without Franchisor's express prior written consent, and then only in such manner and in accordance with such procedures, policies, standards and specifications as Franchisor may establish from time to time.

8.6.2 Franchisor has established one or more Internet web sites. Franchisor shall have discretion over the design, content and functionality of such web sites. Franchisor may include one or more interior pages that identifies restaurant operated under the Marks, including the Franchised Restaurant, by among other things, geographic region, address, telephone number(s), and menu items. Such web site(s) may also include one or more interior pages dedicated to the sale of franchises by Franchisor and/or relations with Franchisor's or its Affiliate's investors. Franchisor may permit Franchisee to periodically select from Franchisor's designated alternative design elements for an interior page (or portion thereof) dedicated to the Franchised Restaurant. Such designated alternative design elements may change from time to time. Franchisor will implement any such designated design elements or changes promptly, subject to Franchisor's business needs and scheduling availability. Franchisor may disable or terminate such website(s), in whole or in part, without Franchisor having any liability to Franchisee.

8.6.3 Franchisee acknowledges and agrees that Franchisor (or its Affiliate) is the owner of, and will retain all right, title and interest in and to (i) the www.blazepizza.com domain name and URL; all existing and future domain names, URLs, future addresses and subaddresses using the Marks in any manner; (ii) means all computer programs and computer code (e.g., HTML, XML DHTML, Java) used for or on the Franchisor's web site(s), excluding any software owned by third parties; (iii) all text, images, sounds, files, video, designs, animations, layout, color schemes, trade dress, concepts, methods, techniques, processes and data used in connection with, displayed on, or collected from or through Franchisor's web site(s); and (v) all intellectual property rights in or to any of the foregoing.

ARTICLE 9
DISTRIBUTION AND PURCHASE OF
EQUIPMENT, SUPPLIES, AND OTHER PRODUCTS

9.1 Blaze Pizza Brand Products. At all times throughout the Term, Franchisee shall purchase and maintain in inventory such types and quantities of "Blaze Pizza" Brand Products as are needed to meet reasonably anticipated consumer demand. Franchisee shall purchase "Blaze Pizza" Brand Products solely and exclusively from Franchisor or its designees.

9.2 Proprietary Products. Franchisor may, from time to time throughout the Term, require that Franchisee purchase, use, offer and/or promote, and maintain in stock at the Franchised Restaurant: (i) in such quantities as are needed to meet reasonably anticipated consumer demand, certain proprietary products, sauces, dressings, condiments, beverages, food products and other ingredients and raw materials, which are grown and produced or manufactured in accordance with Franchisor's Trade Secrets, proprietary recipes, specifications and/or formulas or which Franchisor designates as "proprietary," and (ii) certain packaging, Information Systems, other products, supplies, services and equipment designated by Franchisor as "proprietary" ("**Proprietary Products**"). Franchisee shall purchase Proprietary Products only from Franchisor or its Affiliates (if they sell the same), or Franchisor's designees. Franchisor shall not be obligated to reveal such Trade Secrets, recipes, specifications and/or formulas of such Proprietary Products to Franchisee, non-designated suppliers, or any other third parties.

9.3 Non-Proprietary Products. Franchisor may designate certain food products, condiments, merchandise, beverages, raw materials, fixtures, furnishings, equipment, uniforms, supplies, paper goods, services, menus, packaging, forms, Information Systems, and other products, supplies, services and equipment, other than Proprietary Products, which Franchisee may or must use and/or offer and sell at the Franchised Restaurant ("**Non-Proprietary Products**"). Franchisee may use, offer or sell only such Non-

Proprietary Products that Franchisor has expressly authorized, and that are purchased or obtained from Franchisor or a producer, manufacturer, distributor, supplier or service provider ("**Supplier**") designated or approved by Franchisor pursuant to Section 9.3.2 of this Agreement.

9.3.1 Franchisee may purchase authorized Non-Proprietary Products from: (i) Franchisor or its Affiliates (if they sell the same); (ii) Suppliers designated or approved in writing by Franchisor; or (iii) Suppliers selected by Franchisee and approved in writing by Franchisor prior to Franchisee making such purchase(s); *provided, however,* that if this is one of the first three Restaurants developed by Franchisee or its Affiliates, Franchisee must purchase certain Non-Proprietary Products that Franchisor designates only from Franchisor or Suppliers it designates, including new equipment for all items that impact dough and food production and the guest experience, and large equipment and small wares. Each such Supplier designated by Franchisor must comply with Franchisor's usual and customary requirements regarding insurance, indemnification, and non-disclosure, and shall have demonstrated to the reasonable satisfaction of Franchisor: (a) its ability to supply a Non-Proprietary Product meeting the specifications of Franchisor, which may include specifications as to brand name, model, contents, manner of preparation, ingredients, quality, freshness and compliance with governmental standards and regulations; (b) its reliability with respect to delivery and the consistent quality of its products or services; and (c) its ability to meet such other requirements as determined by Franchisor to be in the best interest of the system.

9.3.2 If Franchisee should desire to procure authorized Non-Proprietary Products from a Supplier other than Franchisor or one previously approved or designated by Franchisor (and not subsequently disapproved), Franchisee shall deliver a written variance request to Franchisor of its desire to seek approval of such Supplier, which notice shall: (a) identify the name and address of such Supplier; (b) contain such information as may be requested by Franchisor or required to be provided pursuant to the Blaze Standards Guidelines (which may include reasonable financial, operational and economic information regarding its business and its product); and (c) identify the authorized Non-Proprietary Products desired to be purchased from such Supplier. Franchisor shall, upon request of Franchisee, furnish to Franchisee the general, but not manufacturing, specifications for such Non-Proprietary Products if such are not contained in the Blaze Standards Guidelines. The Franchisor may thereupon request that the proposed Supplier furnish Franchisor at no cost to Franchisor, product samples, specifications and such other information as Franchisor may require. Franchisor or its representatives, including qualified third parties, shall also be permitted to inspect the facilities of the proposed Supplier and establish economic terms, delivery, service and other requirements consistent with other distribution relationships for other Restaurants.

9.3.3 Franchisor will use its good faith efforts to notify Franchisee of its decision within 30 days after Franchisor's receipt of Franchisee's request for approval and other requested information and items in full compliance with this Section; should Franchisor not deliver to Franchisee, within 30 days after it has received such notice and all information and other items requested by Franchisor in order to evaluate the proposed Supplier, a written statement of approval with respect to such Supplier, such Supplier shall be deemed disapproved as a Supplier of the authorized Non-Proprietary Products described in such notice. Nothing in this article shall require Franchisor to approve any Supplier, and without limiting Franchisor's right to approve or disapprove a Supplier in its discretion, Franchisee acknowledges that it is generally disadvantageous to the system from a cost and service basis to have more than one Supplier in any given market area and that among the other factors Franchisor may consider in deciding whether to approve a proposed Supplier, it may consider the effect that such approval may have on the ability of Franchisor and its Franchisees to obtain the lowest distribution costs and on the quality and uniformity of products offered system-wide. Without limiting the foregoing, Franchisor may disapprove a proposed Supplier, if in Franchisor's opinion, the approval of the proposed Supplier would disrupt or adversely impact Franchisor's national or regional distributional arrangements.

Franchisor may also determine that certain Non-Proprietary Products (e.g. beverages) shall be limited to a designated brand or brands set by Franchisor which brand(s) it may change from time to time. Franchisor may revoke its approval upon the Supplier's failure to continue to meet any of Franchisor's criteria. Franchisee agrees that at such times that Franchisor establishes a regional purchasing program for any of the raw materials used in the preparation of Authorized "Blaze Pizza" Products or other Non-Proprietary Products used in the operation of the Franchised Restaurant, which may benefit Franchisee by reduced price, lower labor costs, production of improved products, increased reliability in supply, improved distribution, raw material cost control (establishment of consistent pricing for reasonable periods to avoid market fluctuations), improved operations by Franchisee or other tangible benefits to Franchisee, Franchisee will participate in such purchasing program in accordance with the terms of such program.

9.3.4 As a further condition of its approval, Franchisor may require a Supplier to agree in writing: (i) to provide from time to time upon Franchisor's request free samples of any Non-Proprietary Product it intends to supply to Franchisee, (ii) to faithfully comply with Franchisor's specifications for applicable Non-Proprietary Products sold by it, (iii) to sell any Non-Proprietary Product bearing the Franchisor's Marks only to franchisees and Franchisees of Franchisor and only pursuant to a trademark license agreement in form prescribed by Franchisor, (iv) to provide to Franchisor duplicate purchase invoices for Franchisor's records and inspection purposes and (v) to otherwise comply with Franchisor's reasonable requests.

9.3.5 Franchisor will not charge Franchisee for reviewing Franchisee's first request in any service or product category for approval of a supplier, however Franchisor reserves the right to charge a fee for the cost of inspection and review for each additional submission in the same category.

9.3.6 Franchisee shall at all times remain current and fully comply and perform each of its obligations to its landlord, vendors and Suppliers.

9.4 Purchases from Franchisor or its Affiliates.

9.4.1 When and if Franchisor begins to manufacture and/or distribute goods, products or supplies, all goods, products, and supplies purchased from Franchisor or its Affiliates shall be purchased in accordance with the purchase order format issued from time to time by Franchisor (or the applicable Affiliate), the current form of which shall be set forth in the Blaze Standards Guidelines, and in accordance with the policies set forth in the Blaze Standards Guidelines, if any. Franchisor (or such Affiliate) may change the prices, delivery terms and other terms relating to its sale of goods, services, products and supplies ("**Goods and Services**") to Franchisee on prior written notice, provided, that such prices shall be the same as the prices charged to similarly situated Franchisees (excluding shipping, transportation, warehousing, insurance and related costs and expenses). Such prices shall be Franchisor's (or the Affiliate's) then-current prices, which may change from time to time. Franchisee further acknowledges that prices the Franchisor (or the applicable Affiliate) charges to Franchisee may include a profit to Franchisor and may be higher than Franchisor's (or its Affiliate's) internal prices allocated or charged to Franchisor or Affiliate-owned Restaurant. Presently, Franchisor (or its Affiliate) expects to receive a mark-up based on its or their cost of goods sold. Franchisor (or the applicable Affiliate) in its discretion, may discontinue the sale of any Goods or Services at any time if in Franchisor's (or the applicable Affiliate) judgment its continued sale becomes unfeasible, unprofitable, or otherwise undesirable. Franchisor (or the applicable Affiliate) shall not be liable to Franchisee for unavailability of, or delay in shipment or receipt of, merchandise because of temporary product shortages, order backlogs, production difficulties, delays, unavailability of transportation, fire, strikes, work stoppages, or other causes beyond the reasonable control of Franchisor (or the applicable Affiliate). If any goods or products sold by Franchisor (or the applicable Affiliate) are not in sufficient supply to fully fulfill all orders therefor, Franchisor (or the applicable Affiliate) may allocate the available supply among itself, its

Affiliates and others, including Franchisee and other franchisees, in any way Franchisor (or the applicable Affiliate) deems appropriate, which may result in Franchisee not receiving any allocation of certain goods or products as a result of a shortage. All product orders by Franchisee shall be subject to acceptance by Franchisor (or the applicable Affiliate) at Franchisor's (or the applicable Affiliate's) designated offices, and Franchisor (or the applicable Affiliate) reserves the right to accept or reject, in whole or in part, any order placed by Franchisee. Franchisee shall submit to Franchisor (or the applicable Affiliate), upon written request, financial statements which contain sufficient information to enable Franchisor to determine the credit limits, if any, to be extended to Franchisee. Franchisor (or the applicable Affiliate), in its sole discretion, may establish the credit terms, if any, upon which it will accept Franchisee's orders, and may require Franchisee to pay for orders on a cash-in-advance or cash-on-delivery basis.

9.4.2 Each order placed by Franchisee, whether oral or written, for any product shall be deemed to incorporate all of the terms and conditions of this Agreement, shall be deemed subordinate to this Agreement in any instance where any term or condition of such order conflicts with any term or condition of this Agreement, and shall include such information as Franchisor (or the applicable Affiliate) may from time to time specify, and shall be submitted on such form of purchase order as may be prescribed by Franchisor from time to time. No purchase order submitted by Franchisee shall contain any terms except as approved in writing by Franchisor (or the applicable Affiliate), nor be deemed complete unless all of the information required by the prescribed purchase order form, as revised from time to time, is provided by Franchisee. No new or additional term or condition contained in any order placed by Franchisee shall be deemed valid, effective or accepted by Franchisor unless such term or condition shall have been expressly accepted by Franchisor (or the applicable Affiliate) in writing.

9.4.3 Franchisor (or the applicable Affiliate) shall not be liable to Franchisee on account of any delay or failure in the manufacture, delivery or shipment of goods or products caused by Force Majeure or other events or circumstances beyond Franchisor's (or the applicable Affiliate) reasonable control including such events as labor or material shortages, conditions of supply and demand, import/export restrictions, or disruptions in Franchisor's (or the applicable Affiliate's) supply sources.

9.4.4 Franchisor (or the applicable Affiliate) may act as a Supplier of goods, services, products, and/or supplies purchased by Franchisee, and Franchisor (or its Affiliate) may be designated as the sole Supplier of any such Goods or Services. On the expiration or termination of this Agreement, or in the event of any default by Franchisee of this Agreement, Franchisor (or the applicable Affiliate) shall not be obliged to fill or ship any orders then pending or, in the case of termination or non-renewal, made any time thereafter by Franchisee, and Franchisor may notify its approved Suppliers of any impending termination or expiration of this Agreement and may, among other things, instruct such Suppliers to deliver only such quantity of Proprietary Products as is reasonably necessary to supply Franchisee's needs prior to the expiration or termination date of this Agreement.

9.4.5 From time to time upon Franchisor's (or the applicable Affiliate's) request, Franchisee shall promptly estimate the level of purchases that Franchisee expects to make from Franchisor (or the applicable Affiliate) over the two weeks following the date of the request.

9.5 Rebates. Franchisor (or its Affiliates) may collect rebates and allowances and credits from Suppliers in the form of cash or services or otherwise from Suppliers based on purchases or sales by Franchisee and, if in cash, Franchisor shall disburse such funds in accordance with Section 8.3.4.

9.6 Test Marketing. Franchisor may, from time to time, authorize Franchisee to test market products and/or services in connection with the operation of the Franchised Restaurant. Franchisee shall cooperate with Franchisor in connection with the conduct of such test marketing and shall comply with the Franchisor's rules and regulations established from time to time in connection herewith.

9.7 Customer Reporting and Comments.

9.7.1 At Franchisor's request, Franchisee shall use reasonable efforts to secure the names, addresses and other information reasonably required by Franchisor, of Franchisee's customers at the Restaurant and shall allow such information to be used by Franchisor only for the "Blaze Pizza" brand. Franchisee may not divulge such customer names, addresses or other information, with or without remuneration, to any third party. Franchisee shall respond promptly to each customer inquiry or complaint and resolve all reasonable complaints to the customer's satisfaction.

9.7.2 At Franchisor's request, Franchisee shall purchase, use and display in the Restaurant during all operating hours customer comment and other cards in the manner specified in the Blaze Standards Guidelines, or use other physical and electronic methods to gather customer information and comments regarding their experience at the Restaurant, or "Blaze Pizza" Restaurants in general.

ARTICLE 10
REPORTS, BOOKS AND RECORDS, INSPECTIONS

10.1 General Reporting. Franchisee shall, as and when specified by Franchisor, submit to Franchisor statistical control forms and such other financial, operational and statistical information (by paper, facsimile, email, or other method of transmission) as Franchisor may require to: (i) assist Franchisee in the operation of the Franchised Restaurant in accordance with the System; (ii) allow Franchisor to monitor the Franchisee's Gross Sales, purchases, costs and expenses; (iii) enable Franchisor to develop chain-wide statistics which may improve bulk purchasing; (iv) assist Franchisor in the development of new authorized products or the removal of existing unsuccessful Authorized "Blaze Pizza" Products; (v) enable Franchisor to refine existing Authorized "Blaze Pizza" Products; (vi) generally improve chain-wide understanding of the System (collectively, the "**Information**"). Without limiting the generality of the foregoing:

10.1.1 Franchisee will electronically link the Franchised Restaurant to Franchisor and its third party supplier and will allow Franchisor to poll on a daily or more frequent basis.

10.1.2 For restaurants not on the "Blaze Pizza" Information System, at Franchisor's request, on or before Wednesday of each Week during the Term hereof, Franchisee shall submit a Gross Sales report signed by Franchisee, on a form prescribed by Franchisor, reporting all Gross Sales for the preceding Week, together with such additional financial information as Franchisor may from time to time request.

10.1.3 Within 60 days following the end of each calendar year, Franchisee shall submit to Franchisor an unaudited financial statement prepared in accordance with generally accepted accounting principles, and in such form and manner prescribed by Franchisor, which shall be certified by Franchisee to be accurate and complete. Promptly upon Franchisor's request, Franchisee will furnish Franchisor with a copy of each of Franchisee's reports and returns of sales, use, and gross receipt taxes related to the operation of the Franchised Restaurant. Franchisor reserves the right to require such further information concerning the Franchised Restaurants that Franchisor may from time to time reasonably request.

10.2 Inspections. Franchisor's authorized representatives shall have the right, from time to time, to enter upon the entire premises of the Franchised Restaurant during business hours, to examine same, conferring with Franchisee's employees, inspecting and checking operations, food, beverages, furnishings, interior and exterior decor, supplies, fixtures, and equipment, and determining whether the business is being conducted in accordance with this Agreement, the System and the Blaze Standards Guidelines. Franchisor shall use reasonable efforts to avoid materially disrupting the operation of the

Franchised Restaurant. If any such inspection indicates any deficiency or unsatisfactory condition with respect to any matter required under this Agreement or the Blaze Standards Guidelines, including quality, cleanliness, service, health and authorized product line, Franchisor will notify Franchisee in writing of Franchisee's noncompliance with the Blaze Standards Guidelines, the System, or this Agreement and Franchisee shall promptly correct or repair such deficiency or unsatisfactory condition. In addition, if Franchisee fails any food safety or Franchised Restaurant cleanliness inspection or audit that Franchisor, Franchisor's designee, any applicable restaurant association or any public health and safety agency conducts, Franchisee will be required to undergo an additional food safety audit at Franchisee's sole expense. Franchisee agrees to reimburse Franchisor or the third party auditor directly upon invoicing. In accordance with Section 7.4, Franchisor may require Franchisee to take and thereafter Franchisee shall take, immediate corrective action, which action may include temporarily closing the Franchised Restaurant.

10.3 Audits. Franchisee shall prepare, and keep for not less than three years following the end of each of its fiscal years, or such longer period required under Applicable Law, adequate books and records showing daily receipts in, at, and from the Franchised Restaurant, applicable sales tax returns (if any), all pertinent original serially numbered sales slips and cash register records, and such other sales records as may be reasonably required by Franchisor from time to time to verify Gross Sales and purchases reported by Franchisee to Franchisor, in a form suitable for an audit of its records by an authorized auditor or agent of Franchisor. Such information shall be broken down by categories of goods, foods and beverages sold, where possible. Franchisor, its agents or representatives may, at any reasonable time during normal working hours, audit or review Franchisee's books and records in accordance with generally accepted standards established by certified public accountants. Franchisor may also conduct the audit at a site other than the Location and Franchise shall provide all information to Franchisor, its agents or representatives, promptly upon demand (but not later than five days following the date of the request). If any audit or other investigation reveals an under-reporting or under-recording error, then upon demand Franchisee shall pay the amount determined to be owed, plus interest at the daily equivalent of 12% per year simple interest, not to exceed the highest rate permitted by Applicable Law. In addition, if any such audit or other investigation reveals an under-reporting or under-recording error of 2% or more or if Franchisee fails to submit any reports when due, then in addition to any other sums due and in addition to any other rights and remedies it may have, including the right to terminate this Agreement as provided in Article 14, the expenses of the audit/inspection shall be borne and paid by Franchisee upon billing by Franchisor, which shall include Franchisor's Travel Expenses and Wages and reasonable accounting and legal expense. Without limiting the foregoing, if such audit or other investigation reveals an under-reporting or under-recording error of 5% percent or more, Franchisor, in addition to any other rights and remedies it may have, including the right to terminate this Agreement as provided in Article 14, may require Franchisee to maintain and deliver to Franchisor from time to time, financial statements audited by an independent certified public accountant.

10.4 Books and Records. Franchisee shall maintain an accounting and record keeping system, in accordance with sound business practices, which shall provide for basic accounting information necessary to prepare financial statements, a general ledger, and reports required by this Agreement and the Blaze Standards Guidelines. Franchisee shall maintain accurate, adequate and verifiable books and supporting documentation relating to such accounting information.

ARTICLE 11
TRADEMARKS

11.1 Use of Marks. Subject to Section 11.6 of this Agreement, the Franchised Restaurant shall be named "Blaze Pizza" with only such additional prefix or suffix as may be required by Franchisor from time to time. Franchisee shall use and display such of Franchisor's trade dress, Marks, and such signs, advertising and slogans only as Franchisor may from time to time prescribe or approve. Upon expiration or sooner termination of this Agreement, Franchisor may, if Franchisee does not do so, execute in Franchisee's name and on Franchisee's behalf, any and all documents necessary in Franchisor's judgment to end and cause the discontinuance of Franchisee's use of the trade dress and Marks and Franchisor is hereby irrevocably appointed and designated as Franchisee's attorney-in-fact so to do. Franchisee shall not imprint or authorize any person to imprint any of the Marks on any product without the express written approval of Franchisor. Franchisee shall not use the Marks in connection with any offering of securities or any request for credit without the prior express written approval of Franchisor. Franchisor may withhold or condition any approval related to the Marks, including those described in this Section, in its discretion. During the Term, Franchisee shall identify the Franchised Restaurant as an independently owned and operated franchise of Franchisor, in the form and manner specified by Franchisor, including on all invoices, order forms, receipts, checks, business cards, on posted notices located the Location and in other media and advertisements as Franchisor may direct from time to time.

11.2 Non-Use of Trade Name. If Franchisee is an Entity, it shall not use Franchisor's Marks, or Franchisor's trade name, or any words or symbols which are confusingly phonetically or visually similar to the Marks, as all or part of Franchisee's name.

11.3 Use of Other Trademarks. Franchisee shall not display the trademark, service mark, trade name, insignia or logotype of any other person or Entity in connection with the operation of the Franchised Restaurant without the express prior written consent of Franchisor, which may be withheld in its discretion; provided however, in the case of a Non-Traditional Venue, the Premises (but not the Restaurant) may display the trademarks, service marks and other commercial symbols of Franchisee or third parties, in accordance with the terms herein contained.

11.4 Non-ownership of Marks. Nothing herein shall give Franchisee, and Franchisee shall not assert, any right, title or interest in Franchisor's trade dress, or to any of the Marks or the goodwill annexed thereto, except a mere privilege and license during the term hereof, to display and use the same according to the terms and conditions herein contained.

11.5 Defense of Marks. If Franchisee receives notice, or is informed, of any claim, suit or demand against Franchisee on account of any alleged infringement, unfair competition, or similar matter on account of its use of the Marks in accordance with the terms of this Agreement ("**Trademark Claim**"), Franchisee shall promptly notify Franchisor of any such claim, suit or demand. Thereupon, Franchisor shall take such action as it may deem necessary and appropriate to protect and defend Franchisee against any such claim by any third party. Franchisee shall not settle or compromise any such claim by a third party without the prior written consent of Franchisor. Franchisor shall have the sole right to defend, compromise or settle any such claim, in its discretion, at Franchisor's sole cost and expense, using attorneys of its own choosing, and Franchisee shall cooperate fully with Franchisor in connection with the defense of any such claim. Franchisee may participate at its own expense in such defense or settlement, but Franchisor's decisions with regard thereto shall be final.

11.6 Prosecution of Infringers. If Franchisee shall receive notice or is informed or learns that any third party, which it believes to be unauthorized to use the Franchisor's trade dress or Marks, is using Franchisor's trade dress or Marks or any variant thereof, Franchisee shall promptly notify Franchisor of the facts relating to such alleged infringing use. Thereupon, Franchisor shall, in its discretion, determine whether or not it wishes to take any action against such third person on account of such alleged infringement of the trade dress and/or Marks. Franchisee shall have no right to make any demand against any such alleged infringer or to prosecute any claim of any kind or nature whatsoever against such alleged infringer for or on account of such infringement.

11.7 Modification of Marks. From time to time, in the Blaze Standards Guidelines or in directives or bulletins supplemental thereto, Franchisor may add to, delete or modify any or all of the Marks and trade dress. Franchisee shall, at its cost and expense, use, or cease using, as may be applicable, the Marks and/or trade dress, including any such modified or additional trade names, trademarks, service marks, logotypes and commercial symbols, in strict accordance with the procedures, policies, rules and regulations contained in the Blaze Standards Guidelines or in written directives issued by Franchisor to Franchisee, as though they were specifically set forth in this Agreement. Except as Franchisor may otherwise direct, Franchisee shall implement any such change within 60 days after notice thereof by Franchisor, at Franchisee's expense.

11.8 Acts in Derogation of the Marks. Franchisee agrees that Franchisor's trade dress and the Marks are the exclusive property of Franchisor and/or its Affiliates and Franchisee now asserts no claim and will hereafter assert no claim to any goodwill, reputation or ownership thereof by virtue of Franchisee's licensed and/or franchised use thereof, or otherwise. Franchisee further agrees that it is familiar with the standards and high quality of the use by Franchisor and others authorized by Franchisor of the trade dress and Marks in the operation of Restaurants, and agrees that Franchisee will maintain this standard in its use of the Marks and trade dress. All use of the Marks and trade dress by Franchisee inures to the benefit of Franchisor. Franchisee shall not contest or assist anyone in contesting at any time during or after the Term, in any manner, the validity of any Mark or its registration, and shall maintain the integrity of the Marks and prevent their dilution. Franchisee shall not do or permit any act or thing to be done in derogation of any of the rights of Franchisor or its Affiliates in connection with the same, either during the Term of this Agreement or thereafter, and that it will use the Marks and Franchisor's trade dress only for the uses and in the manner licensed and/or franchised hereunder and as herein provided. Without limiting the foregoing, Franchisee shall not (i) interfere in any manner with, or attempt to prohibit, the use of Franchisor's trade dress and/or the Marks by any other franchisee or licensee of Franchisor; or (ii) divert or attempt to divert any business or any customers of the Franchised Restaurant to any other person or Entity, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks.

11.9 Assumed Name Registration. If Franchisee is required to do so by Applicable Law, Franchisee shall promptly upon the execution of this Agreement file with applicable Governmental Authorities, a notice of its intent to conduct its business under the name "Blaze Pizza" with only such additional prefix or suffix as may be required by Franchisor from time to time. Promptly upon the expiration or termination of this Agreement for any reason whatsoever, Franchisee shall promptly execute and file such documents as may be necessary to revoke or terminate such assumed name registration, and if Franchisee shall fail to promptly execute and file such documents as may be necessary to effectively revoke and terminate such assumed name registration, Franchisee hereby irrevocably appoints Franchisor as its attorney-in-fact to do so for and on behalf of Franchisee.

11.10 Photo/Video Release. Franchisee acknowledges and authorizes Franchisor to use its likeness and the Restaurant's likeness in a photograph in any and all of Franchisor's publications, including printed and digital publications and on websites. Franchisee agrees and understands that any photograph using such likeness will become Franchisor's property and will not be returned. Franchisee agrees and irrevocably authorizes Franchisor to edit, alter, copy, exhibit, publish or distribute any photograph of Franchisee or of the Restaurant for any lawful purpose. Franchisee agrees and waives any rights to royalties or any other compensation related to Franchisor's use of any photograph of Franchisee. Franchisee agrees to hold harmless and forever discharge Franchisor from all claims, demands, and causes of action which Franchisee may have in connection with this authorization.

ARTICLE 12
COVENANTS REGARDING OTHER BUSINESS INTERESTS

12.1 Non-Competition. Franchisee acknowledges that the System is distinctive and has been developed by Franchisor and/or its Affiliates at great effort, time, and expense, and that Franchisee has regular and continuing access to valuable and confidential information, training, and trade secrets regarding the System. Franchisee recognizes its obligations to keep confidential such information as set forth herein. Franchisee therefore agrees as follows:

12.1.1 During the Term, no Restricted Person or Restaurant Manager shall in any capacity, either directly or indirectly, through one or more affiliated Entities, (i) engage in any Competitive Activities at any location, unless Franchisor shall consent thereto in writing, or (ii) divert or attempt to divert any business or any customers of the Franchised Restaurant to any other person or Entity, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks.

12.1.2 To the extent permitted by Applicable Law, upon (i) the expiration or termination of this Agreement, (ii) the occurrence of any Assignment, or (iii) the cession of any Restricted Person's relationship with Franchisee, each person who was a Restricted Person before such event shall not for a period of 24 months thereafter, either directly or indirectly, own, operate, advise, be employed by, or have any financial interest in any business engaged in Competitive Activities: (a) within the Territory, or (b) within an area within five miles from any then-existing Restaurant, without the Franchisor's prior written consent. In applying for such consent, Franchisee will have the burden of establishing that any such activity by it will not involve the use of benefits provided under this Agreement or constitute unfair competition with Franchisor or other franchisees or area developers of the Franchisor.

12.2 Trade Secrets.

12.2.1 Franchisor possesses and continues to develop, and during the course of the relationship established hereunder, Restricted Persons may have access to, proprietary and confidential information, including the Trade Secrets, proprietary software (and related documentation) recipes, secret ingredients, specifications, procedures, concepts and methods and techniques of developing and operating a Restaurant and producing Authorized "Blaze Pizza" Products. Franchisor may disclose certain of its Trade Secrets to Restricted Persons in the Blaze Standards Guidelines, bulletins, supplements, confidential correspondence, or other confidential communications, and through the Franchisor's training program and other guidance and management assistance, and in performing Franchisor's other obligations and exercising Franchisor's rights under this Agreement. "Trade Secrets" shall not include information which: (a) has entered the public domain or was known to Franchisee prior to Franchisor's disclosure of such information to Franchisee, other than by the breach of an obligation of confidentiality owed (by anyone) to Franchisor or its Affiliates; (b) becomes known to the Restricted Persons from a source other than Franchisor or its Affiliates and other than by the breach of an obligation of confidentiality owed (by anyone) to Franchisor or its Affiliates; or (c) was independently developed by Franchisee without the use or benefit of any of the Franchisor's Trade Secrets. The burden of proving the applicability of the foregoing will reside with Franchisee.

12.2.2 Each Restricted Person shall acquire no interest in the Trade Secrets other than the right to use them in developing and operating the Franchised Restaurant during the Term of this Agreement. A Restricted Person's duplication or use of the Trade Secrets in any other endeavor or business shall constitute an unfair method of competition. Each Restricted Person shall: (i) not use the Trade Secrets in any business or other endeavor other than in connection with the Franchised Restaurant; (ii) maintain absolute confidentiality of the Trade Secrets during and after the Term of this Agreement;

and (iii) make no unauthorized copy of any portion of the Trade Secrets, including the Blaze Standards Guidelines, bulletins, supplements, confidential correspondence, or other confidential communications, whether written or oral. Franchisee shall operate the Restaurant and implement all reasonable procedures prescribed from time to time by Franchisor to prevent unauthorized use and disclosure of the Trade Secrets, including, implementing restrictions and limitations as Franchisor may prescribe on disclosure to employees and use of non-disclosure and non-competition provisions in employment agreements with employees who may have access to the Trade Secrets. Promptly upon Franchisor's request, Franchisee shall deliver executed copies of such agreements to Franchisor. If Franchisee has any reason to believe that any employee has violated the provisions of the confidentiality and non-competition agreement, Franchisee shall promptly notify Franchisor and shall cooperate with Franchisor to protect Franchisor against infringement or other unlawful use including, but not limited to, the prosecution of any lawsuits if, in the judgment of Franchisor, such action is necessary or advisable. Without limiting the foregoing, Franchisor may also impose reasonable restrictions and conditions, from time to time, on the disclosure of financial or statistical information in connection with the sale or potential sale of the Franchised Restaurant, including the execution of confidentiality agreements.

12.2.3 In view of the importance of the Marks and the Trade Secrets and the incalculable and irreparable harm that would result to the parties in the event of a default of the covenants and agreements set forth herein in connection with these matters, the parties agree that each party shall have the right in a proper case to obtain specific performance, temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction to enforce the covenants and agreements in this Agreement, in addition to any other relief to which such party may be entitled at law or in equity. Each party submits to the exclusive jurisdiction of the courts of the State of California and the U.S. federal courts sitting in Los Angeles, California for purposes thereof. The parties agree that venue for any such proceeding shall be the state and federal courts located in Los Angeles, California. Franchisee agrees that Franchisor may have temporary or preliminary injunctive relief without bond, but upon due notice, and Franchisee's sole remedy in the event of the entry of such injunctive relief will be the dissolution of the injunctive relief, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any the injunction being expressly waived).

12.3 Confidentiality and Press Releases. Franchisee shall not disclose the substance of this Agreement to any third party except as necessary to inform lessors from which it is seeking Leases or lessors which are parties to Leases in order to obtain renewals of, or avoid terminations of, such Leases or as necessary to obtain any Permits or other approvals, or to the extent required by the lawful order of any court of competent jurisdiction or federal, state, or local agency having jurisdiction over Franchisee, provided that Franchisee shall give Franchisor prior notice of such disclosure. Unless disclosure is required by Applicable Law, no public communication, press release or announcement regarding this Agreement, the transactions contemplated hereby or the operation of the Franchised Restaurant or any Crisis Management Event shall be made by Franchisee without the written approval of Franchisor in advance of such press release announcement, or public communication.

12.3.1 Franchisee must follow all reasonable procedures Franchisor prescribes to prevent unauthorized use and disclosure of Franchisor's policies and the contents of Franchisor's Blaze Standards Guidelines, marketing concepts, and operating methods and techniques (the "**Confidential Materials and Practices**"), which may include limiting access to confidential information to management employees with a need to know, and requiring such persons to execute non-disclosure agreements.

12.3.2 Notwithstanding the foregoing, the restrictions on the disclosure and use of the Trade Secrets or Confidential Materials and Practices will not apply to disclosure of Trade Secrets or Confidential Materials and Practices: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; (ii) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; (iii) made in cases of suit for retaliation based on the reporting of a suspected violation of law, disclosure of Trade Secrets or Confidential Materials and Practices to an attorney and for use of the Trade Secrets or Confidential Materials and Practices in such court proceeding, so long as any document containing the Trade Secrets or Confidential Materials and Practices is filed under seal and Trade Secrets or Confidential Materials and Practices is not otherwise disclosed except pursuant to court order.

12.4 Effect of Applicable Law. In the event any portion of the covenants in this Article violates laws affecting Franchisee, or is held invalid or unenforceable in a final judgment to which Franchisor and Franchisee are parties, then the maximum legally allowable restriction permitted by law shall control and bind Franchisee. Franchisor may at any time unilaterally reduce the scope of any part of the above covenants, and Franchisee shall comply with any such reduced covenant upon receipt of written notice. The provisions of this Article shall be in addition to and not in lieu of any other confidentiality obligation of Franchisee, or any other person, whether pursuant to another agreement or pursuant to Applicable Law.

12.5 Business Practices. Franchisee represents, warrants and covenants to Franchisor that:

12.5.1 As of the date of this Agreement, Franchisee and each of its Owners (if Franchisee is an Entity) shall be and, during the Term shall remain, in full compliance with all applicable laws in each jurisdiction in which Franchisee or any of its Owners (if Franchisee is an Entity), as applicable, conducts business that prohibits unfair, fraudulent or corrupt business practices in the performance of its obligations under this Agreement and related activities, including the following prohibitions:

(a) No government official, official of an international organization, political party or official thereof, or candidate is an owner or has any investment interest in the revenues or profit of Franchisee;

(b) None of the property or interests of Franchisee or any of its Owners is subject to being "blocked" under any Anti-Terrorism Laws. Neither Franchisee, nor any of its respective funding sources (including any legal or beneficial owner of any equity in Franchisee) or any of its Affiliates is or has ever been a terrorist or suspected terrorist within the meaning of the Anti-Terrorism Laws or identified by name or address on any Terrorist List. Each of Franchisee and its Owners are in compliance with Applicable Law, including all such Anti-Terrorism Laws;

(c) Neither Franchisee nor any of its Owners conducts any activity, or has failed to conduct any activity, if such action or inaction constitutes a money laundering crime, including any money laundering crime prohibited under the International Money Laundering Abatement and Anti-Terrorist Financing Act, as amended, and any amendments or successors thereto.

(d) Franchisee is neither directly or indirectly owned nor controlled by the government of any country that is subject to a United States embargo. Nor does Franchisee or its Owners act directly or indirectly on behalf of the government of any country that is subject to a United States embargo.

12.5.2 Franchisee has taken all necessary and proper action required by Applicable Law and has the right to execute this Agreement and perform under all of its terms. Franchisee shall implement and comply with anti-money laundering policies and procedures that incorporate "know-your-customer" verification programs and such other provisions as may be required by applicable law.

12.5.3 Franchisee shall implement procedures to confirm, and shall confirm, that (a) none of Franchisee, any person or entity that is at any time a legal or beneficial owner of any interest in Franchisee or that provides funding to Franchisee is identified by name or address on any Terrorist List or is an Affiliate of any person so identified; and (b) none of the property or interests of Franchisee is subject to being "blocked" under any Anti-Terrorism Laws.

12.5.4 Franchisee shall promptly notify Franchisor upon becoming aware of any violation of this Section or of information to the effect that any person or entity whose status is subject to confirmation pursuant to Section 12.5.3 above is identified on any Terrorist List, any list maintained by OFAC or to being "blocked" under any Anti-Terrorism Laws, in which event Franchisee shall cooperate with Franchisor in an appropriate resolution of such matter.

12.5.5 In accordance with Applicable Law, none of Franchisee nor any of its Affiliates, principals, partners, officers, directors, managers, employees, agents or any other persons working on their behalf, shall offer, pay, give, promise to pay or give, or authorize the payment or gift of money or anything of value to any officer or employee of, or any person or entity acting in an official capacity on behalf of, the Governmental Authority, or any political party or official thereof or while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any official, for the purpose of (a) influencing any action or decision of such official in his or its official capacity; (b) inducing such official to do or omit to do any act in violation of his or its lawful duty; or (c) inducing such official to use his or its influence with any Governmental Authority to affect or influence any act or decision of such Governmental Authority in order to obtain certain business for or with, or direct business to, any person.

12.6 Customer Data. Without limiting the generality of anything else contained herein, all data that Franchisee collects, creates, provides or otherwise develops (including, but not limited to information regarding customers) is (and will be) owned exclusively by Franchisor, and Franchisor will have the right to use such data in any manner that Franchisor deems appropriate without compensation to Franchisee. Copies and/or originals of such data must be provided to Franchisor upon its request. Franchisor hereby licenses use of such data back to Franchisee, at no additional cost, solely for the term of this Agreement and solely for Franchisee's use in connection with the Franchised Restaurant under this Agreement. Franchisee agrees to provide Franchisor with the information that it reasonably requires with respect to data and cybersecurity requirements. Franchisee is required to safeguard any such data using commonly accepted practices in the restaurant industry as well as comply with any laws or regulations regarding data protection.

12.7 Survival. The provisions of this Article shall not limit, restrain or otherwise affect any right or cause of action which may accrue to Franchisor for any infringement of, violation of, or interference with, this Agreement, or Franchisor's Marks, System, Trade Secrets, or any other proprietary aspects of Franchisor's business.

ARTICLE 13
NATURE OF INTEREST, ASSIGNMENT

13.1 Assignment by Franchisor. This Agreement is fully transferable by Franchisor, in whole or in part, without the consent of Franchisee and shall inure to the benefit of any transferee or their legal successor to Franchisor's interests herein; provided, however, that such transferee and successor shall expressly agree to assume Franchisor's obligations under this Agreement. Without limiting the foregoing, Franchisor may (i) assign any or all of its rights and obligations under this Agreement to an Affiliate; (ii) sell its assets, its marks, or its System outright to a third party; (iii) engage in a public offering of its securities; (iv) engage in a private placement of some or all of its securities; (v) merge, acquire other corporations, or be acquired by another corporation; or (vi) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring. Franchisor shall be permitted to perform such actions without liability or obligation to Franchisee who expressly and specifically waives any claims, demands or damages arising from or related to any or all of the above actions (or variations thereof). Franchisor shall have no liability for the performance of any obligations contained in this Agreement after the effective date of such transfer or assignment. In connection with any of the foregoing, at Franchisor's request, Franchisee shall deliver to Franchisor a statement in writing certifying (a) that this Agreement is unmodified and in full force and effect (or if there have been modifications that the Agreement as modified is in full force and effect and identifying the modifications); (b) that Franchisee is not in default under any provision of this Agreement, or if in default, describing the nature thereof in detail; and (c) as to such other matters as Franchisor may reasonably request; and Franchisee agrees that any such statements may be relied upon by Franchisor and any prospective purchaser, assignee or lender of Franchisor.

13.2 Assignment by Franchisee.

13.2.1 The rights and duties created by this Agreement are personal to Franchisee. This Agreement has been entered into by Franchisor in reliance upon and in consideration of the singular individual or collective character, reputation, skill attitude, business ability, and financial capacity of Franchisee, or if applicable, its Owners who will actively and substantially participate in the development ownership and operation of the Franchised Restaurant. Accordingly, except as otherwise may be permitted herein, neither Franchisee nor any Owner (other than Franchisor, if applicable) shall, without Franchisor's prior written consent, cause or permit any Assignment. Any such purported Assignment occurring by operation of law or otherwise without Franchisor's prior written consent shall constitute a default of this Agreement by Franchisee, and shall be null and void. Except in the instance of Franchisee advertising to sell the Franchised Restaurant and assign this Agreement in accordance with the terms hereof, Franchisee shall not, without Franchisor's prior written consent, offer for sale or transfer at public or private auction or advertise publicly for sale or transfer, the furnishings, interior and exterior decor items, supplies, fixtures, equipment, Franchisee's Lease or the real or personal property used in connection with the Franchised Restaurant. Franchisee may not make any Assignment to a public Entity, or to any Entity whose direct or indirect parent's securities are publicly traded and no shares of Franchisee or any Owner of Franchisee may be offered for sale through the public offering of securities. To the extent that any prohibition on the pledge, hypothecation, encumbrance or granting of a security interest in this Agreement or the assets of the Franchised Restaurant may be ineffective under Applicable Law, Franchisee shall provide not less than 10 days prior written notice (which notice shall contain the name and address of the secured party and the terms of such pledge, hypothecation, encumbrance or security interest) of any pledge, encumbrance, hypothecation or security interest in this Agreement or the assets of the Franchised Restaurant.

13.2.2 If Franchisee is an Entity, Franchisee shall promptly provide Franchisor with written notice (stating such information as Franchisor may from time to time require) of each and every transfer, assignment and encumbrance by any Owner of any direct or indirect Equity or voting rights in Franchisee, notwithstanding that the same may not constitute an "Assignment."

13.2.3 Franchisor will not unreasonably withhold its consent to any Assignment which is subject to the restrictions of this Article, provided however, Franchisor may impose any reasonable condition to the granting of its consent, and requiring Franchisee to satisfy any or all of the following conditions shall be deemed reasonable:

(a) Franchisee's written request for Franchisor's consent to Assignment must be accompanied by a detailed description of the price and all material terms and conditions of the proposed Assignment and the identity of the proposed assignee and such other information as Franchisor may reasonably request;

(b) Franchisor's receipt of an estoppel agreement indicating any and all causes of action, if any, that Franchisee may have against Franchisor or if none exist, so stating, and a list of all Owners having an interest in this Agreement or in Franchisee, the percentage interest of Owner, and a list of all officers and directors, in such form as Franchisor may require;

(c) Franchisee's written request for consent to any Assignment must be accompanied by an offer to Franchisor of a right of first refusal to purchase the interest which is proposed to be transferred, on the same terms and conditions offered by the third party; provided that Franchisor may substitute cash for any non-cash consideration proposed to be given by such third party (in an amount determined by Franchisor reasonably and in good faith as the approximate equivalent value of said non-cash consideration); and provided further that Franchisee shall make representations and warranties to Franchisor customary for transactions of the type proposed (the "**ROFR**"). If Franchisor elects to exercise the ROFR, Franchisor or its nominee, as applicable, shall send written notice of such election to Franchisee within 60 days of receipt of Franchisee's request (the "**ROFR Period**"). If Franchisor accepts such offer, the training and transfer/administrative fees due by Franchisee in accordance with this Agreement shall be waived by Franchisor, and the closing of the transaction shall occur within 60 days following the date of Franchisor's acceptance. Any material change in the terms of an offer prior to closing (or the failure to close the transaction within 60 days following the written notice provided by Franchisee) shall cause it to be deemed a new offer, subject to the same right of first refusal by Franchisor, or its third party designee, as in the case of the initial offer. Franchisor's failure to exercise such ROFR shall not constitute consent to the transfer or a waiver of any other provision of this Agreement, including any of the requirements of this Article with respect to the proposed transfer. The ROFR is fully assignable by Franchisor. Without waiving any other rights provided for herein or otherwise, Franchisor hereby waives its ROFR if the proposed transferee/assignee is an immediate family member of Franchisee;

(d) The Franchisee shall not be in default under the terms of this Agreement (or any other related agreement), the Blaze Standards Guidelines or any other obligations owed Franchisor, and all of its then-due monetary obligations to Franchisor shall have been paid in full;

(e) The Franchisee, and its Owners, if the Franchisee is an Entity, shall execute a general release under seal, in a form prescribed by Franchisor, of any and all claims against Franchisor, its Affiliates, Owner(s), directors, officers, agents and employees;

(f) The transferee/assignee shall have demonstrated to Franchisor's satisfaction that it meets all of Franchisor's then-current requirements for new Restaurant operators or for holders of an interest in a franchise or license, including possession of good moral character and reputation, satisfactory credit ratings, acceptable business qualifications, the ability to obtain or acquire the license(s) and permit(s) necessary for the sale of alcoholic beverages, and the ability to fully comply with the terms of this Agreement;

(g) The transferee/assignee shall have either: (a) assumed this Agreement by a written assumption agreement approved by Franchisor, or has agreed to do so at closing, and at closing executes an assumption agreement approved by Franchisor; provided however, that such assumption shall not relieve Franchisee (as transferor/assignor) of any such obligations; or (b) at Franchisor's option, shall have executed a replacement franchise agreement and related documents, including but not limited to guaranty, on the then-current standard forms used by Franchisor in the state in which the Franchised Restaurant is being operated, provided, however, that the term of replacement franchise agreement shall be the remaining term of this Agreement, and, at the Franchisor's request, the transferor/assignor shall have executed a continuing guaranty in favor of Franchisor of the performance and payment by the transferee/assignee of all obligations and debts to Franchisor and its Affiliates under the replacement franchise agreement;

(h) The assignee shall agree to refurbish the Franchised Restaurants needed (in Franchisor's discretion) to match the building design, trade dress, color scheme and presentation then used by Franchisor within the 12 month period preceding the assignment for its (or its Affiliates') Restaurant (such refurbishment may include remodeling, redecoration and modifications to existing improvements);

(i) There shall not be any suit, action, or proceeding pending, or to the knowledge of Franchisee any suit, action, or proceeding threatened, against Franchisee with respect to the Franchised Restaurant;

(j) Upon submission of Franchisee's request for Franchisor's consent to any proposed transfer or assignment, Franchisee shall pay to Franchisor a non-refundable $1,000 deposit. If Franchisor approves such transfer or assignment, Franchisee shall pay to Franchisor at such time, the remaining balance of the administrative/transfer fee, which is equal to 50% of Franchisor's then-current initial franchise fee and is non-refundable under any circumstances;

(k) The transferee/assignee, its operating principal, Restaurant Manager and other employees responsible for the operation of the Franchised Restaurant shall have satisfactorily completed Franchisor's Initial Training Program and paid all fees related thereto; and

(l) The transferor/assignor will reimburse Franchisor upon receipt of Franchisor's invoice for any broker or other placement fees Franchisor incurs as a result of the transfer.

(m) If this Agreement has been executed pursuant to an Area Development Agreement with Franchisor (whether or not such agreement remains in effect), then:

(i) If three or fewer Franchised Restaurants are operated pursuant to the Area Development Agreement, all Franchised Restaurants operated pursuant to the Area Development Agreement must be included in the proposed transfer; or

(ii) If four or more Franchised Restaurants are operated pursuant to the Area Development Agreement, at least half of all Franchised Restaurants operated pursuant to the Area Development Agreement must be included in the proposed transfer.

13.2.4 Franchisor's consent to an Assignment shall not constitute a waiver of any claims it may have against the transferring party arising out of this Agreement or otherwise, including (a) any payment or other duty owed by Franchisee to Franchisor under this Agreement before such Assignment; or (b) Franchisee's duty of indemnification and defense as set forth in Section 17.1 of this Agreement, whether before or after such Assignment, or (c) the obligation to obtain Franchisor's consent to any subsequent transfer.

13.3 Entity Franchisee. If a Franchisee is an Entity, the following provisions will apply:

13.3.1 Franchisee represents and warrants that the information set forth in Attachment B, which is annexed hereto and by this reference made a part hereof, is accurate and complete in all material respects. Franchisee shall notify Franchisor in writing within 10 days of any change in the information set forth in Attachment B, and shall submit to Franchisor a revised Attachment B, certified by Franchisee as true, correct and complete and upon acceptance thereof by Franchisor shall be annexed to this Agreement as Attachment B. Franchisee promptly shall provide such additional information as Franchisor may from time to time request concerning all persons who may have any direct or indirect financial interest in Franchisee.

13.3.2 All of Franchisee's organizational documents (including articles of partnership, partnership agreements, articles of incorporation, articles of organization, bylaws, shareholders agreements, trust instruments, or their equivalent) will provide that the issuance and transfer of any interest in Franchisee is restricted by the terms of this Agreement, and that sole purpose for which Franchisee is formed (and the sole activity in which Franchisee is or will be engaged) is the development and operation of Restaurant, pursuant to one or more franchise agreements from Franchisor. Franchisee shall submit to Franchisor, upon the execution of this Agreement and thereafter from time to time upon Franchisor's request, a resolution of Franchisee (or its governing body) confirming that Franchisee is in compliance with this provision.

13.3.3 All present and future Owners of a 10% or more (directly or indirectly), in the aggregate, of the Equity or voting rights in Franchisee and all spouses of such persons, will execute a written guaranty in a form prescribed by Franchisor, personally, irrevocably and unconditionally guaranteeing, jointly and severally, with all other guarantors, the full payment and performance of Franchisee's obligations to Franchisor and to Franchisor's Affiliates. Such Owners hereby personally and unconditionally guarantee without notice, demand or presentment, the payment of all of Franchisee's monetary obligations under this Agreement and any other agreement between Franchisee and Franchisor and/or Franchisor's Affiliates, as if each were an original party to this or any other agreement in his or her individual capacity. All such personal guarantors further agree to be bound by the restrictions upon Franchisee's activities upon transfer, termination or expiration and non-renewal of this Agreement as if each were an original party to this Agreement in his or her individual capacity. Such persons must execute Franchisor's prescribed form of Continuing Guaranty attached hereto as Attachment C contemporaneously with the execution of this Agreement.

13.3.4 Securities, partnership or other ownership interests in Franchisee may not be offered to the public under the Securities Act of 1933, as amended, nor may they be registered under the Securities Exchange Act of 1934, as amended, or any comparable federal, state or foreign law, rule or regulation. Such interests may be offered by private offering or otherwise only with the prior written consent of Franchisor, which consent shall not be unreasonably withheld. All materials required for any such private offering by federal or state law shall be submitted to Franchisor for a limited review as discussed below prior to being filed with any governmental agency; and any materials to be used in any exempt offering shall be submitted to Franchisor for such review prior to their use. No such offering by Franchisee shall imply that Franchisor is participating in an underwriting, issuance or offering of securities of Franchisee or Franchisor, and Franchisor's review of any offering materials shall be limited solely to the subject of the relationship between Franchisee and Franchisor and its Affiliates. Franchisor may, at its option, require Franchisee's offering materials to contain a written statement prescribed by Franchisor concerning the limitations described in the preceding sentence. Franchisee, its Owners and the other participants in the offering must fully defend and indemnify Franchisor, and its Affiliates, their respective partners and the officers, directors, manager(s) (if a limited liability company), shareholders, members, partners, agents, representatives, independent contractors, servants and employees of each of them, from and against any and all losses, costs and liability in connection with the offering and shall execute any additional documentation required by Franchisor to further evidence this indemnity. For each proposed offering, Franchisee shall pay to Franchisor the greater of: (a) a non-refundable fee equal to 50% of Franchisor's then-current initial franchise fee; or (b) such greater amount as is necessary to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering, including legal and accounting fees. Franchisee shall give Franchisor written notice at least 30 days prior to the date of commencement of any offering or other transaction covered by this Section.

13.4 Assignment to a Controlled Entity.

13.4.1 If Franchisee is one or more individuals, and in the event that Franchisee proposes to transfer all of its interest in this Agreement and the assets of the Restaurant operated hereunder to an Entity formed by Franchisee solely for the convenience of ownership, Franchisee may (without paying the transfer fee specified in Section 13.2.3(j) of this Agreement), with Franchisor's written consent, transfer such interest and assets, provided, and on condition that:

(a) Upon Franchisor's request, Franchisee delivering to Franchisor a true, correct and complete copy of the transferee Entity's articles of incorporation or articles of organization, bylaws, operating agreement, partnership agreement, and other organizational documents, and Franchisor has accepted the same;

(b) the transferee Entity's articles of incorporation or articles of organization, bylaws, and operating agreement, as applicable, shall provide that its activities are confined exclusively to operating the Restaurant operated hereunder;

(c) Franchisee directly owns not less than 100% of the Equity and voting rights of the transferee Entity;

(d) such Entity is in good standing in its jurisdiction of organization and each other jurisdiction where the conduct of its business or the operation of its properties requires it to be so qualified;

(e) the person designated by Franchisee as the Operating Principal has exclusive day-to-day operational control of the Franchised Restaurant;

(f) such Entity conducts no other business than the operation of Restaurants;

(g) such Entity assumes all of the obligations under this Agreement pursuant to written agreement, the form and substance of which shall be acceptable to Franchisor;

(h) Each individual comprising Franchisee, and all present and future Owners of 10% or more (directly or indirectly), in the aggregate, of the Equity or voting rights of Franchisee and all spouses of such persons shall execute a written guaranty, in a form prescribed by Franchisor, personally, irrevocably and unconditional guaranteeing, jointly and severally, with all other guarantors, the full payment and performance of all of the obligations to Franchisor and its Affiliates under this Agreement;

(i) That none of the Owners of the Equity of the transferee Entity is, directly or indirectly, engaged in a Competitive Activity;

(j) At Franchisor's request, Franchisee shall, and shall cause each of its Affiliates who have executed a franchise agreement and each direct or indirect parent or subsidiary of such Affiliate, to execute and deliver to Franchisor a general release, on a form prescribed by Franchisor of any and all known and unknown claims against Franchisor and its Affiliates and their officers, directors, agents, shareholders and employees; and

(k) Franchisee shall reimburse Franchisor for all direct and indirect costs and expense it may incur in connection with the transfer, including attorney's fees.

13.4.2 In the event that Franchisee exercises its rights under Section 13.4.1 of this Agreement then Franchisee and such assignee Entity shall affirmatively covenant to continue to satisfy each of the conditions set forth in Section 13.4.1 of this Agreement throughout the term of this Agreement.

ARTICLE 14
DEFAULT AND TERMINATION

14.1 General. Franchisor shall have the right to terminate this Agreement only for "cause." "**Cause**" is hereby defined as a default of this Agreement. Franchisor shall exercise its right to terminate this Agreement upon notice to Franchisee upon the following circumstances and manners.

14.2 Automatic Termination Without Notice. Subject to Applicable Laws of the jurisdiction in which the Restaurant operated hereunder is located to the contrary, Franchisee shall be deemed to be in default under this Agreement, and all rights granted herein shall at Franchisor's election automatically terminate without notice to Franchisee if: (i) Franchisee shall be adjudicated bankrupt or judicially determined to be insolvent (subject to any contrary provisions of any applicable state or federal laws), shall admit to its inability to meet its financial obligations as they become due, or shall make a disposition for the benefit of its creditors; (ii) Franchisee shall allow a judgment against him in the amount of more than $25,000 to remain unsatisfied for a period of more than 30 days (unless a supersedeas or other appeal bond has been filed); (iii) the Franchised Restaurant, the Premises or the Franchisee's assets are seized, taken over or foreclosed by a government official in the exercise of its duties, or seized, taken over, or foreclosed by a creditor or lienholder provided that a final judgment against the Franchisee remains unsatisfied for 30 days (unless a supersedeas or other appeal bond has been filed); (iv) a levy of execution of attachment has been made upon the license granted by this Agreement or upon any property used in the Franchised Restaurant, and it is not discharged within five days of such levy or attachment; (v) Franchisee permits any recordation of a notice of mechanics lien against the Franchised Restaurant or any equipment at the Franchised Restaurant which is not released within 60 days, or if any person commences any action to foreclose on the Franchised Restaurant or said equipment; (vi) Franchisee allows or permits any judgment to be entered against Franchisor or any of its Affiliates, arising out of or relating to the operation of the Franchised Restaurant; (vii) a condemnation or transfer in lieu of condemnation has occurred; (viii) Franchisee or any of its Owners, officers, directors, or key employees is convicted of or pleads guilty or *nolo contendere* to a felony or any other crime or offense that is reasonably likely, in the sole opinion of Franchisor, to adversely affect the Franchisor's reputation, System, Marks or the goodwill associated therewith, or Franchisor's interest therein; provided, however that if the crime or offense is committed by an Owner other than an Operating Principal, then Franchisor may only terminate on account thereof if such Owner fails within 30 days after the conviction or guilty plea, whichever first occurs, to sell its interest in Franchisee to Franchisee's other Owners; or (ix) Franchisee's and any Restricted Person's failure to comply with Article 12 or Article 20 of this Agreement.

14.3 Option to Terminate Without Opportunity to Cure. Franchisee shall be deemed to be in default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon receipt of notice by Franchisor upon the occurrence of any of the following events:

14.3.1 Abandonment. If Franchisee shall abandon the Franchised Restaurant. For purposes of this Agreement, "abandon" shall refer to (i) Franchisee's failure, at any time during the term of this Agreement, to keep the Premises or Franchised Restaurant open and operating for business for a period of three consecutive days, except as provided in the Blaze Standards Guidelines, (ii) Franchisee's failure to keep the Premises or Franchised Restaurant open and operating for any period after which it is not unreasonable under the facts and circumstances for Franchisor to conclude that Franchisee does not intend to continue to operate the Franchised Restaurant, unless such failure to operate is due to Force Majeure (subject to Franchisee's continuing compliance with this Agreement), (iii) Franchisee's failure to actively and continuously maintain and answer the telephone listed by Franchisee for the Franchised Restaurant solely with the "Blaze Pizza" name (as the same may be modified in accordance with this Agreement); (iv) the withdrawal of permission from the applicable lessor that results in Franchisee's inability to continue operation of the Franchised Restaurant; or (v) closing of the Franchised Restaurant required by Applicable Law if such closing was not the result of a violation of this Agreement by Franchisor.

14.3.2 Assignment, Death or Incapacity. If Franchisee shall purport to make any Assignment without the prior written consent of Franchisor; provided, however, that if the Franchised Restaurant continues to be operated in conformity with this Agreement (i) upon prompt written request and upon the death or legal incapacity of a Franchisee who is an individual, Franchisor shall allow up to nine months after such death or legal incapacity for the heirs, personal representatives, or conservators (the "**Heirs**") of Franchisee either to enter into a new Franchise Agreement upon Franchisor's then current form (except that no initial franchise fee or transfer fee shall be charged), if Franchisor is subjectively satisfied that the Heirs meet Franchisor's standards and qualifications, or if not so satisfied to allow the Heirs to sell the Franchised Restaurant to a person approved by Franchisor, or (ii) upon prompt written request and upon the death or legal incapacity of an Owner owning 20% or more of the Equity or voting power of a corporate or limited liability company Franchisee, or a general or limited partner owning 20% or more of any of the Partnership Rights of a Franchisee which is a Partnership, Franchisor shall allow a period of up to nine months after such death or legal incapacity for the Heirs to seek and obtain Franchisor's consent to the transfer or Assignment of such stock, membership interests or Partnership Rights to the Heirs or to another person acceptable by Franchisor. Franchisor shall also have the right to exercise its Step-In Rights and appoint an Interim Manager in accordance Section 7.18 upon any such death or legal incapacity of Franchisee or such an Owner and, if Franchisor exercises such rights under Section 7.18, Franchisee, Franchisee's Owners, or the executor, administrator, personal representative, trustee or heirs of such person must comply with and pay all fees to Franchisor under Section 7.18. If, within said nine month period, the Heirs fail either to enter into a new franchise agreement or to sell the Franchised Restaurant to a person approved by Franchisor pursuant to this Agreement, or fail either to receive Franchisor's consent to the Assignment of such Equity to the Heirs or to another person acceptable by Franchisor, as provided in this Agreement, this Agreement shall thereupon automatically terminate;

14.3.3 Repeated Defaults. If Franchisee shall default in any obligation as to which Franchisee has previously received two or more written notices of default from Franchisor setting forth the default complained of within the preceding 12 months, such repeated course of conduct shall itself be grounds for termination of this Agreement without further notice or opportunity to cure;

14.3.4 Violation of Law. If Franchisee fails, for a period of 10 days after having received notification of non-compliance from Franchisor or any governmental or quasi-governmental agency or authority, to comply with any federal, state or local law or regulation applicable to the operation of the Franchised Restaurant;

14.3.5 Sale of Unauthorized Products. If Franchisee sells unauthorized products to the public after notice of default and thereafter sells such products, whether or not Franchisee has cured the default after one or more notices;

14.3.6 Under-Reporting. If an audit or investigation conducted by Franchisor hereof discloses that Franchisee has knowingly maintained false books or records, or submitted false reports to Franchisor, or knowingly understated its Gross Sales or withheld the reporting of same as herein provided, and, without limiting the foregoing, if, on three or more occasions in any single 36 month period, any audits or other investigations reveals an under-reporting or under-recording error of 2% or more, or on any single occasion any audit or other investigation reveals an under-reporting or under-recording of 5% or more;

14.3.7 Intellectual Property Misuse. If Franchisee materially misuses or makes any unauthorized use of the Marks or otherwise materially impairs the goodwill associated therewith or Franchisor's rights therein, or takes any action which reflects materially and unfavorably upon the operation and reputation of the Franchised Restaurant, the System, or the "Blaze Pizza" brand generally. Franchisee's unauthorized use, disclosure, or duplication of the "Trade Secrets", excluding independent acts of employees or others if Franchisee shall have exercised its best efforts to prevent such disclosures or use;

14.3.8 Misrepresentation. If Franchisee makes any material misrepresentations relating to the acquisition of this Agreement;

14.3.9 Health or Safety Violations. Franchisee's conduct of the Franchised Restaurant is so contrary to this Agreement, the System and the Blaze Standards Guidelines as to constitute an imminent danger to the public health (for example, selling spoiled food knowing that the food products are spoiled or allowing a dangerous condition arising from a failure to strictly comply with any health code or ordinance or other Applicable Law to continue despite Franchisee's knowledge of such condition), or selling expired or other unauthorized products to the public after notice of default and continuing to sell such products whether or not Franchisee has cured the default after one or more notices; and

14.3.10 Failure to Complete Training. If Franchisee, the initial Operating Principal or the initial Restaurant Manager fails to complete all phases of the Initial Training Program or the Extra Practice Week to Franchisor's satisfaction prior to the opening of the Franchised Restaurant.

14.4 Termination With Notice and Opportunity To Cure. Except for any default by Franchisee under Sections 14.2 or 14.3 of this Agreement, and as otherwise expressly provided elsewhere in this Agreement, Franchisee shall have 30 days (10 days in the case of any default in the timely payment of sums due to Franchisor or its Affiliates) after Franchisor's written notice of default within which to remedy any default under this Agreement, and to provide evidence of such remedy to Franchisor. If any such default is not cured within that time period, or such longer time period as Applicable Law may require or as Franchisor may specify in the notice of default, this Agreement and all rights granted by it shall thereupon automatically terminate without further notice or opportunity to cure.

14.5 Reimbursement of Franchisor Costs. In the event of a default by Franchisee, all of Franchisor's costs and expenses arising from such default, including reasonable legal fees and reasonable hourly charges of Franchisor's administrative employees shall be paid to Franchisor by Franchisee within five days after cure or upon demand by Franchisor if such default is not cured.

14.6 Cross-Default. Except for a default or termination of any Area Development Agreement consisting solely of Franchisee's failure to meet the development schedule thereunder, any default by Franchisee under the terms and conditions of this Agreement, any Lease, or any other agreement between Franchisor (or its Affiliate), and Franchisee (or any Affiliate of Franchisee) shall be deemed to be a default of each and every said agreement. Furthermore, in the event of termination, for any cause, of this Agreement or any other agreement between the parties hereto, Franchisor may, at its option, terminate any or all said agreements.

14.7 Notice Required By Law. Notwithstanding anything to the contrary contained in this Article, in the event any valid, Applicable Law of a competent Governmental Authority having jurisdiction over this Agreement and the parties hereto shall limit Franchisor's rights of termination hereunder or shall require longer notice periods than those set forth above, this Agreement shall be deemed amended to conform to the minimum notice periods or restrictions upon termination required by such laws and regulations. Franchisor shall not, however, be precluded from contesting the validity, enforceability or application of such laws or regulations in any action, arbitration, hearing or dispute relating to this Agreement or the termination thereof.

14.8 Termination by Franchisee. Franchisee may terminate this Agreement due to a material default by Franchisor of its obligations hereunder, which default is not cured by Franchisor within 60 days after Franchisor's receipt of prompt written notice by Franchisee to Franchisor detailing the alleged default with specificity; provided, that if the default is such that it cannot be reasonably cured within such 60 day period, Franchisor shall not be deemed in default for so long as it commences to cure such default within 60 days and diligently continues to prosecute such cure to completion. This is a material term of this Agreement and an arbitrator shall not, and shall not have the power or authority to, waive, modify or change this requirement in any arbitration proceeding or otherwise. If Franchisee terminates this Agreement pursuant to this Section, Franchisee shall comply with all of the terms and conditions of Article 15 of this Agreement.

ARTICLE 15
RIGHTS AND OBLIGATIONS UPON TERMINATION

15.1 General. Upon the expiration or termination of Franchisee's rights granted under this Agreement:

15.1.1 Franchisee shall immediately cease to use all Trade Secrets, the Marks, and any confusingly similar trademark, service mark, trade name, logotype, or other commercial symbol or insignia. Franchisee shall immediately return the Blaze Standards Guidelines, all training materials, electronic files, records, customer lists, files, advertising and promotional materials and all other written materials incorporating Trade Secrets and all copies of the whole or any part thereof to Franchisor. Franchisee shall at its own cost make cosmetic changes to the Franchised Restaurant so that it no longer contains or resembles Franchisor's proprietary designs, including: Franchisee shall remove all materials that would identify the Premises and Location as a Restaurant operated under the Marks and System, and remove distinctive cosmetic features and finishes, soffits, interior wall coverings and colors, exterior finishes and colors and signage from the Premises and Location as Franchisor may reasonably direct and shall, at Franchisor's request, grant Franchisor access to the Premises to make cosmetic changes to the Franchised Restaurant so that it no longer resembles a Restaurant. Or in the alternative, if Franchisor so elects, at its sole option, upon any termination or expiration of this Agreement, Franchisor shall have an immediate right to enter and take possession of the Franchised Restaurant in order to maintain continuous operation of the Franchised Restaurant, to provide for orderly change of management and disposition of personal property and to otherwise protect Franchisor's interest.

15.1.2 If Franchisor so elects, at its sole option, upon any termination or expiration of this Agreement, Franchisee will sell to Franchisor such equipment and furnishings as Franchisor may designate that are associated with the Franchised Restaurant at its net book value, using a five -year straight line amortization period but not less than 10% of the actual cost paid by Franchisee. Franchisor shall have no other payment obligations to Franchisee, and Franchisee specifically waives any and all claims to be paid for other equipment, furnishings, fixtures, products, supplies or the goodwill associated with the terminated Franchised Restaurant (which goodwill Franchisee acknowledges is owned exclusively by Franchisor). Franchisor may offset against any obligations it may have pursuant to this Section any amounts owed by Franchisee to Franchisor.

15.1.3 Franchisor may retain all fees paid pursuant to this Agreement, and Franchisee shall immediately pay any and all amounts owing to Franchisor, its Affiliates, and/or suppliers.

15.1.4 Any and all obligations of Franchisor to Franchisee under this Agreement shall immediately cease and terminate.

15.1.5 Any and all rights of Franchisee under this Agreement shall immediately cease and terminate, and Franchisee shall immediately cease and thereafter refrain from representing itself as then or formerly a Franchisee or other Affiliate of Franchisor.

15.1.6 Franchisee acknowledges that all telephone numbers, facsimile numbers, social media websites, Internet addresses and e-mail addresses (collectively "**Identifiers**") used in the operation of Franchisee's Restaurant constitute Franchisor's assets, and upon termination or expiration of this Agreement, Franchisee will take such action within five days to cancel or assign to Franchisor or Franchisor's designee as determined by Franchisor, all of Franchisee's right, title and interest in and to such Identifiers and will notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any Identifiers, and any regular, classified or other telephone directory listing associated with the Identifiers and to authorize a transfer of the same to, or at Franchisor's direction. Franchisee agree to take all action required cancel all assumed name or equivalent registrations related to Franchisee's use of the Marks. Franchisee acknowledges that, Franchisor has the sole rights to, and interest in, all Identifiers used by Franchisee to promote Franchisee's Restaurant and/or associated with the Marks. Franchisee hereby irrevocably appoints Franchisor, with full power of substitution, as Franchisee's true and lawful attorney-in-fact, which appointment is coupled with an interest, to execute such directions and authorizations as may be necessary or prudent to accomplish the foregoing. Franchisee further appoints Franchisor to direct the telephone company, postal service, registrar, Internet service provider, listing agency, website operator, or any other third party to transfer such Identifiers to Franchisor or Franchisor's designee. The telephone company, postal service, registrar, Internet Service Provider, listing agency, website operator, or any other third party may accept such direction by Franchisor pursuant to this Franchise Agreement as conclusive evidence of Franchisor's rights to the Identifiers and Franchisor's authority to direct their transfer. For the avoidance of doubt, nothing in this Section shall be deemed to permit Franchisee to use the Marks, or any of them in connection with the Internet, except with the prior consent of Franchisor as provided in this Agreement.

15.2 <u>Survival of Obligations</u>. Termination or expiration shall be without prejudice to any other rights or remedies that Franchisor or Franchisee, as the case may be, shall have in law or in equity, including the right to recover benefit of the bargain damages. In no event shall a termination or expiration of this Agreement affect Franchisee's obligations to take or abstain from taking any action in accordance with this Agreement. The provisions of this Agreement which by their nature or expressly constitute post-termination (or post-expiration) covenants and agreements including the obligation of Franchisor and Franchisee to arbitrate any and all disputes shall survive the termination or expiration of this Agreement.

15.3 No Ownership of Marks. Franchisee acknowledges and agrees that rights in and to Franchisor's Marks and the use thereof shall be and remain the property of Franchisor.

15.4 Government Filings. In the event Franchisee has registered any of Franchisor's Marks or the name "Blaze Pizza" as part of Franchisee's assumed, fictitious or corporate name, Franchisee shall promptly amend such registration to delete Franchisor's Marks and any confusingly similar marks or names therefrom.

ARTICLE 16
INSURANCE

16.1 Insurance. Franchisee shall obtain and maintain (at all times during the Term) insurance coverage in the types and amounts of coverage and deductibles specified in the Blaze Standards Guidelines which shall in each instance designate Franchisor and its designated Affiliates as additional named insureds (except for employment liability insurance policies), with an insurance company approved by Franchisor, which approval shall not be unreasonably withheld.

16.2 Use of Proceeds. In the event of damage to the Franchised Restaurant covered by insurance, the proceeds of any such insurance shall be used to restore the Franchised Restaurant to its original condition as soon as possible, unless such restoration is prohibited by the Location Lease or Franchisor has otherwise consented to in writing. Upon the obtaining of such insurance, Franchisee shall promptly provide to Franchisor proof of such insurance coverage.

16.3 Proof of Insurance. Franchisee shall, prior to opening the Franchised Restaurant, (and from time to time, within 10 days after a request therefor from Franchisor, and annually thereafter provide evidence of the renewal or extension of each insurance policy) file with Franchisor, certificates of such insurance and shall promptly pay all premiums on the policies as they become due. In addition, the policies shall contain a provision requiring 30 days prior written notice to Franchisor of any proposed cancellation, modification, or termination of insurance. If Franchisee fails to obtain and maintain the required insurance, Franchisor may, at its option, in addition to any other rights it may have, procure such insurance for Franchisee without notice and Franchisee shall pay, upon demand, the premiums plus 20% of the premium for Franchisor's administrative costs in taking such action.

ARTICLE 17
RELATIONSHIP OF PARTIES, INDEMNITY

17.1 Relationship of Franchisee to Franchisor. It is expressly agreed that the parties intend by this Agreement to establish between Franchisor and Franchisee the relationship of franchisor and franchisee. It is further agreed that Franchisee has no authority to create or assume in Franchisor's name or on behalf of Franchisor, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of Franchisor for any purpose whatsoever. Neither Franchisor nor Franchisee is the employer, employee, agent, partner or co-venturer of or with the other, each being independent. Franchisee agrees that it shall not under any circumstances hold itself out as the agent, representative, employee, partner or co-venturer of Franchisor. All employees hired by or working for Franchisee shall be the employees of Franchisee and shall not, for any purpose, be deemed employees of Franchisor or subject to Franchisor control. Each of the parties shall file its own tax, regulatory and payroll reports with respect to its respective employees and operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof. Neither shall have the power to bind or obligate the other except specifically as set forth in this Agreement. Franchisor and Franchisee agree that the relationship created by this Agreement is one of independent contractor and not a fiduciary relationship. Franchisee will use Franchisee's legal name on all documents for use with employees and contractors, including but not limited to, employment applications, time cards, pay checks, and employment and independent contractor agreements and will not use the Marks on these documents. Upon Franchisor's request, Franchisee and each of Franchisee's employees will sign an employment relationship acknowledgment form within seven days stating that Franchisee alone is the employer and operates the Franchised Restaurant.

17.2 Indemnity.

17.2.1 Franchisee shall, at all times, protect, defend and indemnify Franchisor and its successors and assigns, and Franchisor's and their respective past, present and future Owners, Affiliates, officers, directors, employees, attorneys and designees, and hold each of them harmless from and against any and all costs and expenses, including attorneys' fees, court costs, losses, liabilities, damages, claims and demands of every kind or nature on account of any actual or alleged loss, injury or damage to any person or Entity or to any property directly or indirectly arising out of or in connection with Franchisee's acquisition of the fee or leasehold interest on which the Restaurant is to be located; the development, construction (including any latent or patent defects), fixturizing, furnishing and equipping of the Restaurant; any breach of this Agreement; the maintenance or operation of the Premises or the Franchised Restaurant, including the preparation of all food and beverage offered at the Restaurant and all services (including delivery service and the provision of alcoholic beverages); any labor or employment law disputes relating to the Premises or to the Franchised Business; Franchisee's failure to pay amounts due and payable (to Franchisor or any of its affiliates) pursuant to the Franchise Agreement, or failure to do or perform any other act, matter or thing required by the Franchise Agreement; and/or for action by Franchisor to obtain performance by Franchisee of any act, matter or thing required by the Franchise Agreement. In connection with the above, (a) Franchisee agrees to pay all suppliers of goods and services to Franchisee in connection with the construction and/or operation of the Restaurant when due and payable; and (b) Franchisee shall include in the text of all contracts entered into between Franchisee and any third party an acknowledgment that Franchisee is solely a franchisee of Franchisor and has no ownership in or other relationship with Franchisor and, shall include an express release and hold harmless of Franchisor of any obligation or liability to such party which arises out of or is otherwise related to or in connection with Franchisee's acquisition, development, construction and operation of the Restaurant.

17.2.2 Franchisor shall give Franchisee prompt written notice of any claim for which Franchisor demands indemnity (provided that such obligation shall not constitute a condition to Franchisee's indemnification obligation unless Franchisee has been materially harmed by such delay). Franchisor shall retain the full right and power to direct, manage, control and settle the arbitration of any claim. Franchisor shall submit all indemnifiable claims to its insurers in a timely manner. Any payments made by an indemnified party shall be net of benefits received by any indemnified party on account of insurance in respect of such claims.

ARTICLE 18
MEDIATION AND ARBITRATION

18.1 Mediation. Except to the extent precluded by Applicable law, the parties hereby pledge and agree that prior to filing any lawsuit (other than suits described in Section 12.2.3 or to seek provisional remedies, including injunctions and as otherwise described below in Section 18.5), they shall first attempt to resolve any dispute between the parties pursuant to mediation conducted in accordance with the Rules of Practice and Procedure of Judicial Arbitration & Mediation Services, Inc. ("**JAMS**") unless the parties agree on alternative rules and a mediator within 15 days after either party first gives notice of mediation. Mediation shall be conducted in the principal city where our principal place of business is located (currently Pasadena, California) and shall be conducted and completed within 45 days following the date either party first gives notice of mediation. The fees and expenses of the mediator shall be shared equally by the parties. The mediator shall be disqualified as a witness, expert or counsel for any party with respect to any suit and any related matter. Mediation is a compromise negotiation and shall constitute privileged communications under California and other Applicable Laws. The entire mediation process shall be confidential and the conduct, statements, promises, offers, views and opinions of the mediator and the parties shall not be discoverable or admissible in any legal proceeding for any purpose; provided, however, that evidence which is otherwise discoverable or admissible shall not be excluded from discovery or admission as a result of its use in the mediation. If the parties fail to fully resolve such dispute through mediation within such 45 day period, either party may initiate arbitration in accordance with Section 18.2 of this Agreement.

18.2 Arbitration. Subject to Section 18.1 of this Agreement, and except as precluded by Applicable Law, any controversy or claim between Franchisor and Franchisee arising out of or relating to this Agreement or any alleged breach hereof, and any issues pertaining to the arbitrability of such controversy or claim and any claim that this Agreement or any part hereof is invalid, illegal, or otherwise voidable or void, shall be submitted to binding arbitration. Said arbitration shall be conducted before and will be heard by three arbitrators in accordance with the then-current Rules of Practice and Procedure of JAMS. If JAMS or any successor thereto, is no longer in existence at the time arbitration is commenced, Franchisor and Franchisee will agree on another arbitration organization to conduct the arbitration proceeding. Judgment upon any award rendered may be entered in any Court having jurisdiction thereof. Except to the extent prohibited by Applicable Law, the proceedings shall be held in the jurisdiction where our principal place of business is located (currently Pasadena, California). All arbitration proceedings and claims shall be filed and prosecuted separately and individually in the name of Franchisee and Franchisor, and not in any class action or representative capacity, and shall not be joined with or consolidated with claims asserted by or against any other franchisee. The arbitrators shall have no power or authority to grant punitive or exemplary damages as part of its award. In no event may the material provisions of this Agreement including, but not limited to the method of operation, authorized product line sold or monetary obligations specified in this Agreement, amendments to this Agreement or in the Blaze Standards Guidelines be modified or changed by the arbitrator at any arbitration hearing. The arbitration and the parties' agreement therefor shall be deemed to be self-executing, and if either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party despite said failure to appear. All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.), notwithstanding any provision of this Agreement specifying the state law under which this Agreement shall be governed and construed.

18.3 Awards. The arbitrators will have the right to award or include in the award any relief which they deem proper in the circumstances, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief and attorneys' fees and costs, in accordance with Section 18.1 of this Agreement, provided that the arbitrators will not have the authority to award exemplary or punitive damages. The award and decision of the arbitrator will be conclusive and binding upon all parties and judgment upon the award may be entered in any court of competent jurisdiction. Each party waives any right to contest the validity or enforceability of such award. The parties shall be bound by the provisions of any limitation on the period of time by which claims must be brought. The parties agree that, in connection with any such arbitration proceeding, each will submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceedings as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding will be barred. The provisions of §1283.05 of the California Code of Civil Procedure related to depositions and discovery (including any successor provisions) are hereby incorporated by this reference and made a part of this Agreement**.**

18.4 Permissible Parties. Franchisee and Franchisor agree that arbitration will be conducted on an individual, not a class wide, basis and that any arbitration proceeding between Franchisee and Franchisor will not be consolidated with any other arbitration proceeding involving Franchisor and any other person or entity.

18.5 Injunctive Relief. Notwithstanding anything to the contrary contained in Section 18.1 or Section 18.2 of this Agreement, Franchisor and Franchisee will each have the right in a proper case to obtain specific performance, temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction, and other provisional relief including but not limited to enforcement of liens, security agreements, or attachment, as Franchisor deems to be necessary or appropriate to compel Franchisee to comply with Franchisee's obligations to the Franchisor and/or to protect the Marks of the Franchisor; or any claim or dispute involving or contesting the validity of any of the Marks. However, the parties will contemporaneously submit their dispute for arbitration on the merits. Franchisee agrees that Franchisor may have temporary or preliminary injunctive relief without bond, but upon due notice, and Franchisee's sole remedy in the event of the entry of such injunctive relief will be the dissolution of the injunctive relief, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any the injunction being expressly waived).

18.6 Survival. The provisions of this Article 18 will continue in full force and effect subsequent to and notwithstanding the expiration, termination, or non-renewal of this Agreement.

ARTICLE 19
MISCELLANEOUS PROVISIONS

19.1 Notices. Except as otherwise expressly provided herein, all written notices and reports permitted or required to be delivered by the parties pursuant hereto shall be deemed so delivered at the time delivered by hand, one business day after transmission by facsimile or other electronic system expressly approved in the Blaze Standards Guidelines as appropriate for delivery of notices hereunder (with confirmation copy sent by regular U.S. mail), or three business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage pre-paid and addressed as follows:

If to Franchisor:	Blaze Pizza, LLC 35 N. Lake Avenue Suite 710 Pasadena, CA 91101 Facsimile No.: (844) 270-1480 Attn: Amanda Shaw
If to Franchisee:	See Attachment A

Any party may change his or its address by giving 10 days prior written notice of such change to all other parties.

19.2 Franchisor's Right To Cure Defaults. In addition to all other remedies herein granted if Franchisee shall default in the performance of any of its obligations or breach any term or condition of this Agreement or any related agreement, Franchisor may, at its election, immediately or at any time thereafter, without waiving any claim for default or breach hereunder and without notice to Franchisee, cure such default or breach for the account and on behalf of Franchisee, and the cost to Franchisor thereof shall be due and payable on demand and shall be deemed to be additional compensation due to Franchisor hereunder and shall be added to the amount of compensation next accruing hereunder, at the election of Franchisor.

19.3 Waiver and Delay. No waiver by Franchisor of any default or series of defaults in performance by Franchisee, and no failure, refusal or neglect of Franchisor to exercise any right, power or option given to it hereunder or under any other franchise or license agreement between Franchisor and Franchisee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Franchised Restaurant) or to insist upon strict compliance with or performance of Franchisee's obligations under this Agreement, any other franchise or license agreement between Franchisor and Franchisee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Franchised Restaurant) or the Blaze Standards Guidelines, shall constitute a waiver of the provisions of this Agreement or the Blaze Standards Guidelines with respect to any subsequent default thereof or a waiver by Franchisor of its right at any time thereafter to require exact and strict compliance with the provisions thereof. Franchisor will consider written requests by Franchisee for Franchisor's consent to a waiver of any obligation imposed by this Agreement. Franchisee agrees, however, that Franchisor is not required to act uniformly with respect to waivers, requests and consents as each request will be considered on a case by case basis, and nothing shall be construed to require Franchisor to grant any such request. Any waiver granted by Franchisor shall be without prejudice to any other rights Franchisor may have, will be subject to continuing review by Franchisor, and may be revoked, in Franchisor's discretion, at any time and for any reason, effective upon 10 days prior written notice to Franchisee. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee by providing any waiver, approval, acceptance, consent, assistance, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request.

19.4 Survival of Covenants. The covenants contained in this Agreement which, by their nature or terms, require performance by the parties after the expiration or termination of this Agreement, shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

19.5 Successors and Assigns; Benefit. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Franchisor and Franchisee and its or their respective heirs, executors, administrators, successors and assigns, subject to the restrictions on Assignment contained herein. This Agreement is for the benefit of the parties only, and is not intended to and shall not confer any rights or benefits upon any person who is not a party hereto.

19.6 Joint and Several Liability. If Franchisee consists of more than one person or Entity, or a combination thereof, the obligations and liabilities of each such person or entity to Franchisor are joint and several, and such person(s) and/or Entities shall be deemed to be a general partnership.

19.7 Governing Law. This Agreement shall, without giving effect to any conflict of laws principles, be governed by the laws of the state in which the Franchised Restaurant operated hereunder is located, and state law relating to (1) the offer and sale of franchises (2) franchise relationships, or (3) business opportunities, will not apply unless the applicable jurisdictional requirements are met independently without reference to this paragraph.

19.8 Entire Agreement. This Agreement and the Blaze Standards Guidelines contain all of the terms and conditions agreed upon by the parties with reference to the subject matter of this Agreement. No other agreements concerning the subject matter of this Agreement, oral or otherwise, shall be deemed to exist or to bind any of the parties. All prior or contemporaneous agreements, understandings and representations relating to the subject matter of this Agreement, are merged and are expressly and superseded by this Agreement, except such representations as are made in the franchise disclosure document delivered to Franchisee and any representations made by Franchisee in acquiring this Agreement. Nothing in this Agreement or any related agreement is intended to disclaim the representations made by Franchisor in the franchise disclosure document delivered to Franchisee. No officer or employee or agent of Franchisor has any authority to make any representation or promise not contained in this Agreement or in the franchise disclosure document delivered to Franchisee, and Franchisee agrees that it has executed this Agreement without reliance upon any such representation or promise. This Agreement cannot be amended, modified or changed except by written instrument signed by all of the parties.

19.9 Titles For Convenience. Article and Section titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.

19.10 Gender And Construction. The terms of all Attachments hereto are hereby incorporated into and made a part of this Agreement as if the same had been set forth in full herein. All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Agreement or any article or Section hereof may require. As used in this Agreement, the words "include," "includes" or "including" are used in a nonexclusive sense. Unless otherwise expressly provided herein to the contrary, any consent, acceptance, approval or authorization of Franchisor which Franchisee may be required to obtain hereunder may be given or withheld by Franchisor in its sole discretion, and on any occasion where Franchisor is required or permitted hereunder to make any judgment, determination or use its discretion, including any decision as to whether any condition or circumstance meets Franchisor's standards or satisfaction, Franchisor may do so in its sole subjective judgment and discretion. No provision herein expressly identifying any particular breach of this Agreement as material shall be construed to imply that any other breach which is not so identified is not material. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the drafter hereof, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto. Franchisor and Franchisee intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

19.11 Severability. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provisions of this Agreement or the Blaze Standards Guidelines and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement or the Blaze Standards Guidelines thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. If any part, article, section, sentence or clause of this Agreement or the Blaze Standards Guidelines shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect.

19.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

19.13 Fees and Expenses. If any party to this Agreement shall bring any arbitration, action or proceeding for any relief against the other, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party all of the prevailing party's reasonable attorney fees and costs incurred in bringing or defending such arbitration, action or proceeding and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such arbitration, action or proceeding and shall be paid whether or not such action or proceeding is prosecuted to final judgment. Any judgment or order entered in such action or proceeding shall contain a specific provision providing for the recovery of attorney fees and costs, separate from the judgment, incurred in enforcing such judgment. For the purposes of this Section, attorney fees shall include fees incurred in the following: (1) post-judgment motions, including motions for fees and costs; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. This Section is intended to be expressly severable from the other provisions of this Agreement, is intended to survive any judgment and is not to be deemed merged into the judgment.

19.14 Waiver of Jury Trial; Venue. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES: (1) HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT, AND (2) THEY AGREE THAT LOS ANGELES, CALIFORNIA SHALL BE THE VENUE FOR ANY LITIGATION ARISING UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THEY HAVE REVIEWED THIS SECTION AND HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE AS TO ITS MEANING AND EFFECT.

____________	____________
FRANCHISEE INITIALS	FRANCHISOR INITIALS

19.15 Covenant of Good Faith. If Applicable Law implies a covenant of good faith and fair dealing in this Agreement, the parties agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if Applicable Law shall imply the covenant, Franchisee agrees that: (i) this Agreement (and the relationship of the parties that is inherent in this Agreement) grants Franchisor the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with Franchisor's explicit rights and obligations under this Agreement that may affect favorably or adversely Franchisee's interests; (ii) Franchisor will use its judgment in exercising the discretion based on Franchisor's assessment of its own interests and balancing those interests against the interests of the franchisees generally (including Franchisor and its affiliates if applicable), and specifically without considering Franchisee's individual interests or the individual interests of any other particular franchisee; (iii) Franchisor will have no liability to Franchisee for the exercise of Franchisor's discretion in this manner, so long as the discretion is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation shall substitute its judgment for Franchisor's judgment so exercised.

ARTICLE 20
FINANCIAL COVENANT

20.1 Debt to Capital Employed. Unless Franchisor otherwise agrees in writing, at no time during the Term shall Franchisee's ratio of debt to capital employed be greater than 50%; and Franchisee shall promptly notify Franchisor if at any time such ratio is greater than 50%.

ARTICLE 21
SUBMISSION OF AGREEMENT

21.1 General. The submission of this Agreement does not constitute an offer and this Agreement shall become effective only upon the execution thereof by Franchisor and Franchisee. This Agreement shall not be binding on Franchisor unless and until it shall have been accepted and signed on its behalf by an authorized officer of Franchisor.

ARTICLE 22
ACKNOWLEDGMENT

22.1 General. Franchisee, and its Owners, jointly and severally acknowledge that they have carefully read this Agreement and all other related documents to be executed concurrently or in conjunction with the execution hereof, that they have obtained the advice of counsel in connection with entering into this Agreement, that they understand the nature of this Agreement, and that they intend to comply herewith and be bound hereby. Except as set forth in the Franchise Disclosure Document, if any such representation was made, Franchisor expressly disclaims making, and Franchisee acknowledges that it or they have not received or relied on any warranty or guarantee, express or implied, as to the potential volume, profits, expenses, or success of the business venture contemplated by this Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereof have executed this Agreement as of the date of execution by

"FRANCHISOR"

BLAZE PIZZA, LLC

____
Date of Execution

____
Name: _________________________________

Its: ____________________________________

"FRANCHISEE"

____
Date of Execution

____
[ ] an individual;
[ ] a ______________ general partnership;
[ ] a ______________ limited partnership;
[ ] a ______________ limited liability company;
[ ] a ______________ corporation

____
Name: _________________________________
Its: ________________________, and individually

____
Name: _________________________________
Its: ________________________, and individually

____
Name: _________________________________
Its: ________________________, and individually

____
Name: _________________________________
Its: ________________________, and individually

APPENDIX 1

"**Affiliate**" when used herein in connection with Franchisor or Franchisee, includes each person or Entity which directly, or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Franchisor or Franchisee, as applicable. Without limiting the foregoing, the term "Affiliate" when used herein in connection with Franchisee includes any Entity 10% or more of whose Equity or voting control, is held by person(s) or Entities who, jointly or severally, hold 10% or more of the Equity or voting control of Franchisee. For purposes of this definition, control of a person or Entity means the power, direct or indirect, to direct or cause the direction of the management and policies of such person or Entity whether by contract or otherwise. Notwithstanding the foregoing definition, if Franchisor or its Affiliate has any ownership interest in Franchisee, the term "Affiliate" shall not include or refer to the Franchisor or that Affiliate, and no obligation or restriction upon an "Affiliate" of Franchisee, shall bind Franchisor, or said Affiliate or their respective direct and indirect parents or subsidiaries, or their respective officers, directors, or managers.

"**Agreement**" means this Franchise Agreement.

"**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States of America (or any successor Order), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001 (or any successor legislation) and all other present and future national, provincial, federal, state and local laws, ordinances, regulations, policies, lists, Orders and any other requirements of any Governmental Authority addressing or in any way relating to terrorist acts and acts of war.

"**Applicable Law**" means and includes applicable common law and all applicable statutes, laws, rules, regulations, ordinances, policies and procedures established by any Governmental Authority, governing the development, construction and operation of the Franchised Restaurant, including all labor, immigration, food and drug laws and regulations, as in effect on the Effective Date hereof, and as may be amended, supplemented or enacted from time to time.

"**Area Development Agreement**" means an agreement between Franchisee and Franchisor under which Franchisee or its Affiliate has agreed to open multiple Restaurants and pursuant to which Franchisee has executed this Agreement.

"**Assets**" means all of the following personal property and assets owned by Franchisee or in which Franchisee otherwise has any rights, and located at, or used in connection with the Franchised Restaurant: (a) all accounts, licenses, permits, and contract rights, including this Agreement, leasehold interests, all telephone and telecopier numbers, telephone and other directory listings, general intangibles, receivables, claims of Franchisee, all guaranties and security therefor and all of Franchisor's right, title and interest in the goods purchased and represented by any of the foregoing; (b) all chattel paper including electronic chattel paper and tangible chattel paper; (c) all documents and instruments; (d) all letters of credit and letter-of-credit rights and all supporting obligations; (e) all deposit accounts; (f) all investment property and financial assets; (g) all inventory and products thereof and documents therefor; (h) all furniture, fixtures, equipment, leasehold improvements and machinery, wherever located and all documents and general intangibles covering or relating thereto; (i) all books and records pertaining to the foregoing, including computer programs, data, certificates, records, circulation lists, subscriber lists, advertiser lists, supplier lists, customer lists, customer and supplier contracts, sales orders, and purchasing records; (j) all software including computer programs and supporting information; (k) all commercial tort claims; (l) all other personal property of Franchisee of any kind used in connection with the Franchised Restaurant; and (m) all proceeds of the foregoing, including proceeds of insurance policies.

"**Assignment**" shall mean and refer to any assignment, transfer, gift or other conveyance, voluntarily or involuntarily, in whole or in part, by operation of Applicable Law or otherwise, of any interest in this Agreement or any of Franchisee's rights or privileges hereunder, or all or any substantial portion of the assets of the Franchised Restaurant, including the Lease; provided, further, however, that if Franchisee is an Entity, each of the following shall be deemed to be an Assignment of this Agreement: (i) the sale, assignment, transfer, conveyance, gift, pledge, mortgage, hypothecation or other encumbrance of more than 49% in the aggregate, whether in one or more transactions, of the Equity or voting power of Franchisee, by operation of law or otherwise or any other event(s) or transaction(s) which, directly or indirectly, effectively changes control of Franchisee; (ii) the issuance of any securities by Franchisee which itself or in combination with any other transaction(s) results in the Owners, as constituted on the Effective Date, owning less than 51% of the outstanding Equity or voting power of Franchisee; (iii) if Franchisee is a Partnership, the resignation, removal, withdrawal, death or legal incapacity of a general partner or of any limited partner owning more than 49% of the Partnership Rights of the Partnership, or the admission of any additional general partner, or the transfer by any general partner of any of its Partnership Rights in the Partnership, or any change in the ownership or control of any general partner; (iv) the death or legal incapacity of any Owner owning more than 49% of the Equity or voting power of Franchisee; and (v) any merger, stock redemption, consolidation, reorganization, recapitalization or other transfer of control of the Franchisee, however effected.

"**Authorized "Blaze Pizza" Products**" means the foods products, sauces and beverages and other food items and ancillary related products, which may include specialty foods, packaged foods, books, hats, t-shirts and novelty items, as specified by Franchisor from time to time in the Blaze Standards Guidelines, or as otherwise directed by Franchisor in writing, for sale at a Restaurant, prepared, sold and/or manufactured in strict accordance with Franchisor's recipes, standards and specifications, including specifications as to ingredients, brand names, preparation and presentation.

"Blaze Pizza Brand Product" means any product now existing or developed in the future that bears any of the Marks.

"**Blaze Standards Guidelines**" means Franchisor's library of operations and training manuals, including a managers tools binder, Blaze intranet and any other written directive related to the System, as the same may be amended and revised from time to time, including all bulletins, supplements and ancillary and additional manuals and written directives established by Franchisor as in effect and amended from time to time.

"**Catering**" means (i) the preparation, provision and service and management of service of food and beverages (including sales, marketing and promotional practices related thereto) to guests, invitees and other third parties on behalf of a client of the provider, whether on premises owned, leased, managed, licensed, hired or operated by such client, or for a venue-based catering facility not constituting a Restaurant by the provider including, without limitation, a private, cultural, entertainment, healthcare, sports, convention or educational facility, or as part of a special event such as a sporting, cultural, charitable or political event; and (ii) contract catering services which means the preparation, provision and service or management of service of food and beverages (including sales, marketing and promotional practices related thereto) to employees, customers, vendors, guests and invitees (but not the general public) on behalf of a client or to a client directly on an ongoing basis over a period of time pursuant to a contract with such client.

"**Competitive Activities**" means to, own, operate, lend to, advise, be employed by, or have any financial interest in (i) any restaurant that derives 10% or more of its Gross Sales from the sale of pizza, other than a Restaurant operated pursuant to a validly subsisting Franchise Agreement with Franchisor, or (ii) any business that specializes in developing, operating or franchising restaurants that derives 10% or more of its Gross Sales from the sale of pizza, or (iii) any business engaged in the preparation, production or sale, at wholesale, of any pizza food product. Notwithstanding the foregoing, "**Competitive Activities**" shall not include the direct or indirect ownership solely as an investment, of securities of any Entity which are traded on any national securities exchange if the owner thereof (i) is not a controlling person of, or a member of a group which controls, such Entity and (ii) does not, directly or indirectly, own 5% or more of any class of securities of such Entity.

"**Continuing Royalty**" shall have the meaning set forth in Section 4.1 of this Agreement.

"**Creative Fee**" shall have the meaning set forth in Section 4.2 of this Agreement.

"**Creative Fund**" shall have the meaning set forth in Section 4.2 of this Agreement.

"**Crisis Management Event**" means any event that occurs at or about the Franchised Restaurant that has or may cause harm or injury to customers or employees, such as food contamination, food spoilage/poisoning, food tampering/sabotage, contagious diseases, natural disasters, terrorist acts, shootings, or any other circumstance which may damage the System, Marks, or image or reputation of Restaurants or Franchisor or its Affiliates.

"**Default**" or "**default**" means any breach of, or failure to comply with, any of the terms or conditions of an agreement.

"**Director of Operations**" shall have the meaning set forth in Section 7.2.5 of this Agreement.

"**EFT**" shall have the meaning set forth in Section 4.5 of this Agreement.

"**Entity**" means any limited liability company, partnership, trust, association, corporation or other entity which is not an individual.

"**Equity**" means capital stock, membership interests, Partnership Rights, or other equity ownership interests of an Entity.

"**First Successor Franchise Agreement**" shall have the meaning set forth in Section 3.1 of this Agreement.

"**First Successor Term**" shall have the meaning set forth in Section 3.1 of this Agreement.

"**Force Majeure**" means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe); strikes, lockouts or other industrial disturbances; war, terrorist acts, riot, or other civil disturbance; epidemics; or other similar forces which Franchisee could not by the exercise of reasonable diligence have avoided; provided however, that neither an act or failure to act by a Governmental Authority, nor the performance, non-performance or exercise of rights under any agreement with Franchisee by any lender, landlord, contractor, or other person shall be an event of Force Majeure hereunder, except to the extent that such act, failure to act, performance, non-performance or exercise of rights results from an act which is otherwise an event of Force Majeure. For the avoidance of doubt, Franchisee's financial inability to perform or Franchisee's insolvency shall not be an event of Force Majeure hereunder.

"**Franchised Restaurant**" means, as context requires, the Restaurant to be developed, or already developed, at the Location by Franchisee pursuant to this Agreement.

"**GC Turnover Date**" shall have the meaning set forth in Section 5.4.9.

"**Goods and Services**" shall have the meaning set forth in Section 9.4 of this Agreement.

"**Governmental Authority**" means and includes all Federal, state, county, municipal and local governmental and quasi-governmental agencies, commissions and authorities.

"**Gross Sales**" means the total of all revenues received or receivable by Franchisee as payment, whether in cash or for credit or barter, or other means of exchange (and, if for credit or barter, whether or not payment is received therefor), on account of any and all food, beverages, goods, merchandise, services or products sold in or from the Franchised Restaurant, including from Catering, or which are promoted or sold under any of the Marks, during each Week of the Term, whether or not Franchisor offers such services or products in its other locations, including; (a) revenues from sales of any nature or kind whatsoever, derived by Franchisee or by any other person or Entity (including Franchisee's Affiliate(s)) from the Franchised Restaurant; (b) sales of Authorized "Blaze Pizza" Products in contravention of this Agreement; (c) the proceeds of any business interruption insurance, after the satisfaction of any applicable deductible; and (d) sales from vending devices including pay telephones. Notwithstanding the foregoing, "Gross Sales" shall exclude the following: (i) sums representing sales taxes collected directly from customers by Franchisee in the operation of the Franchised Restaurant, and any sales, value added or other tax, excise or duty charged to customers which is levied or assessed against Franchisee by any Federal, state, municipal or local authority, based on sales of specific goods, products, merchandise or services sold or provided at or from the Franchised Restaurant, provided that such taxes are actually transmitted to the appropriate Governmental Authority; (ii) sums representing tips, gratuities or service charges paid directly by customers to employees of Franchisee or paid to Franchisee and promptly and to the extent turned over to such employees by Franchisee in lieu of direct tips or gratuities; (iii) proceeds from isolated sales of equipment and trade fixtures not constituting any part of Franchisee's products and services offered for resale at the Franchised Restaurant nor having any material effect upon the ongoing operation of the Franchised Restaurant required under this Agreement; and (iv) revenues received on account of sales of pre-paid gift cards and certificates; provided, however, that revenues received on redemption of such pre-paid gift cards and certificates shall be included as part of "Gross Sales." For purposes of clarity, with respect to goods, merchandise, services or products sold pursuant to coupons or other discounts (which must be approved in advance by Franchisor), Gross Sales shall not include the amount of the discount from the original undiscounted purchase price of such goods, merchandise, services or products.

"**Heirs**" shall have the meaning set forth in Section 14.3.1 of this Agreement.

"**Information**" shall have the meaning set forth in Section 10.1 of this Agreement.

"**Information Systems**" means all electronic based hardware, software, middleware, web-based solutions, wireless, electronic interfaces, cabling, and other electronic devices, including, computer systems, ordering systems, mobile "app" programs, online ordering systems, point of sale and cash collection systems, data systems, network systems, printer systems, internet systems, telecommunication systems, menu systems, security systems, digital media systems, video and still digital cameras, power systems, music systems, and required service and support systems and programs.

"**Internet**" means collectively the myriad of computer and telecommunications facilities, including equipment and software, which comprise the interconnected worldwide network of networks that employ the TCP/IP [Transmission Control Protocol/Internet Protocol], or any predecessor or successor protocols to such protocol, to communicate information of all kinds by fiber optics, wire, radio, or other methods of transmission.

"**Lease**" shall mean any agreement, however denominated, that allows Franchisee to occupy a Location owned by a third party, including any lease, sublease, concession agreement, license, and similar arrangement between Franchisee and a third party.

"**Marks**" shall have the meaning set forth in Recital A above.

"**Multi-Unit Supervisor**" shall have the meaning set forth in Section 7.2.5 of this Agreement.

"**Non-Proprietary Products**" shall have the meaning set forth in Section 9.2 of this Agreement.

"**Non-Traditional Venue**" is a facility operated under the Marks located within another primary business or in conjunction with other businesses or at institutional settings, including toll roads, train stations, amusement parks and all properties controlled by the amusement park, travel stations, hotels and motels, ships, ports, piers, casinos, stadiums, airports, theaters, big-box retailers, building supply stores, warehouse club stores, colleges and universities, schools, outlet malls, hospitals, military and other governmental facilities, office or in-plant food service facilities, shopping mall food courts operated by a master concessionaire, grocery stores, supermarkets and convenience stores and any site for which the lessor, owner or operator thereof shall have indicated its intent to prefer or limit the operation of its food service facilities to a master concessionaire or contract food service provider.

"**Notice of Election**" shall have the meaning set forth in Section 3.3 of this Agreement.

"**Operating Principal**" is identified in Attachment A and shall have the meaning set forth in Section 7.2.1 of this Agreement.

"**Owner**" means any direct or indirect shareholder, member, general or limited partner, trustee, or other equity owner of an Entity, except, that if Franchisor or any Affiliate of Franchisor has any ownership interest in Franchisee, the term "Owner" shall not include or refer to the Franchisor or that Affiliate or their respective direct and indirect parents and subsidiaries, and no obligation or restriction upon the "Franchisee", or its Owners shall bind Franchisor, or said Affiliate or their respective direct and indirect parents and subsidiaries or their respective officers, directors, or managers.

"**Partnership Rights**" means voting power, property, profits or losses, or partnership interests of a Partnership.

"**Partnership**" means any general partnership, limited partnership, or limited liability partnership.

"**Permits**" means and includes all applicable franchises, licenses, permits, registrations, certificates and other operating authority required by Applicable Law.

"**Premises**" means the premises owned, leased or subleased by Franchisee at which the Franchised Restaurant is located including any ancillary common area, parking lot, campus, buildings and other structures associated with the Premises.

"**Proprietary Products**" shall have the meaning set forth in Section 9.1 of this Agreement.

"**Punch List**" shall have the meaning set forth in Section 5.4.9.

"**Rescheduling Expenses**" shall have the meaning set forth in Section 5.4.9.

"**Restaurant**" means a restaurant being developed or operated, as the case may be, under the Marks and in accordance with the System and specializing in the sale of Authorized "Blaze Pizza" Products

"**Restaurant Manager**" means an individual, acceptable to, and certified by Franchisor, and responsible for overseeing the operation of the Franchised Restaurant.

"**Restricted Persons**" means the Franchisee, and each of its Owners and Affiliates, and the respective officers, directors, managers, and Affiliates of each of them, the Operating Principal, the Restaurant Manager(s), and the spouse and family members who live in the same household of each of the foregoing who are individuals.

"**ROFR**" shall have the meaning set forth in Section 13.2.3(c) of this Agreement.

"**ROFR Period**" shall have the meaning set forth in Section 13.2.3(c) of this Agreement.

"**Second Successor Franchise Agreement**" shall have the meaning set forth in Section 3.1 of this Agreement.

"**Second Successor Term**" shall have the meaning set forth in Section 3.1 of this Agreement.

"**Site Review Request**" shall have the meaning set forth in Section 5.1 of this Agreement.

"**ServSafe**" means the food safety training program administered by the National Restaurant Association Educational Foundation under the "ServSafe" name, or such other or additional food safety program or certification program designated or accepted by Franchisor from time to time for the jurisdiction in which the Franchised Restaurant is located.

"**Successor Franchise Agreement**" means the First Successor Franchise Agreement or the Second Successor Franchise Agreement, as the context requires, as well as any ancillary documents (including, but not limited to, guarantees).

"**Successor Franchise Right**" shall have the meaning set forth in Section 3.1 of this Agreement.

"**Successor Term**" means the First Successor Term or Second Successor Term, as the context requires.

"**Supplier**" shall have the meaning set forth in Section 9.2 of this Agreement.

"**System**" means the Franchisor's operating methods and business practices related to its Restaurants, and the relationship between Franchisor and its franchisees, including defined product offerings, recipes, and preparation methods; distinctive interior and exterior Restaurant designs, including architectural designs, layout plans; other items of trade dress; specifications for equipment, fixtures, and uniforms; signs; Trade Secrets and other confidential information; restrictions on ownership; inventory techniques, standard operating and administrative procedures; management and technical training programs; and marketing and public relations programs; all as Franchisor may modify the same from time to time.

"**Term**" shall have the meaning set forth in Section 3.1 of this Agreement including any extensions thereof.

“**Territory**” shall have the meaning set forth in <u>Section 2.3</u> of this Agreement.

“**Terrorist Lists**” means all lists of known or suspected terrorists or terrorist organizations published by any U.S. Government Authority, including U.S. Treasury Department’s Office of Foreign Asset Control (“**OFAC**”), that administers and enforces economic and trade sanctions, including against targeted non-U.S. countries, terrorism sponsoring organizations and international narcotics traffickers.

“Trademark Claim” shall have the meaning set forth in <u>Section 11.4</u>.

“**Trade Secrets**” means proprietary and confidential information, including, recipes, ingredients, specifications, procedures, policies, concepts, systems, know-how, plans, software, strategies, and methods and techniques of operating the Franchised Restaurant and producing and preparing Authorized “Blaze Pizza” Products, excluding information that is or becomes a part of the public domain through publication or communication by third parties not bound by any confidentiality obligation or that Franchisee can show was already lawfully in Franchisee’s possession before receipt from Franchisor.

“**Traditional Restaurant**” is a business premises that exists primarily as a Restaurant, excluding any Restaurant at a Non-Traditional Venue, however, which Traditional Restaurant may also have other types of Franchisor-approved co-branded businesses located in it, but in such case the Restaurant is the primary business.

“**Travel Expenses**” means costs and expenses incurred by or assessed in connection with travel, including airfare, hotel/lodging, local transportation, meals, and, with regard to Franchisor employees’, agents’ and/or representatives’ expenses, a per diem charge determined by Franchisor in advance, with respect to other incidental expenses incurred, including, without limitation, laundry and/or telephone expenses.

“**Wages**” means all salaries and hourly wages, and all related direct and indirect payroll expenses of employees, including employment-related taxes, overtime compensation, vacation benefits, pension and profit sharing plan contributions, medical insurance premiums, medical benefits, and the like, and all direct and indirect fees, costs and expenses payable to independent contractors, agents, representatives and outside consultants.

“**Week**” each seven day period commencing on Monday and ending on Sunday.

ATTACHMENT A

FRANCHISE DATA SHEET

1. **Effective Date**. The "Effective Date" set forth in the introductory paragraph of the Franchise Agreement is: ____________________, 20___.

2. **Franchisee**. The Franchisee set forth in the introductory paragraph of the Franchise Agreement is: ____, a ________________________________.

3. **Area Development Agreement**. (Check one):

   a. ____ This Franchise Agreement is not entered into pursuant to an Area Development Agreement.
   b. ____ This Franchise Agreement constitutes the ____ Restaurant under the Area Development Agreement between Franchisor and ___________ dated ______________.

4. "**Expiration Date**" means (check one):

☐ ten years from the date the Restaurant first opens to the public; provided however, that if the Lease is terminated or expires through no act or fault of Franchisee before the end of such period (and no substitute location has been accepted by Franchisor in writing and occupied by Franchisee before the termination or expiration of such Lease), the "Expiration Date" will be coterminous with the expiration or termination of the Lease.

☐ ______________, 20___.

5. "**Franchisee Notice Address**" under Section 19.1 of the Franchise Agreement shall be the following:

   ____
   ____
   ____
   Attn: ____________________________

6. "**Initial Franchise Fee**" means $____________________.

7. The "**Location**" referred to in Section 5.1 of the Franchise Agreement shall be the following: ___ ____.

8. "**Operating Principal**" means ___________________________, or such other individual hereafter designated by Franchisee, and accepted by Franchisor (and until subsequently disapproved by Franchisor), to serve as the authorized representative of Franchisee, who Franchisee acknowledges and agrees shall act as Franchisee's representative, who shall hold 10% or more of the Equity of Franchisee, and who shall have the authority to act on behalf of Franchisee during the Term.

9. The "**Territory**" referred to in Section 2.3 of the Franchise Agreement is defined as:

[ ] A radius of __________ miles surrounding the Location of the Franchised Restaurant.

[ ] The area outlined on the attached map and described as follows:

____

____

____

____

____

* If the Territory is defined by streets, highways, freeways, or other roadways, or rivers, streams, or tributaries, then the boundary of the Territory shall extend to the center of each such street, highway, freeway, or other roadway, or river, stream or tributary.

[ ] No Territorial Rights.

FRANCHISOR:
BLAZE PIZZA, LLC

By: ____________________________________

Printed Name: ____________________________

Title: __________________________________

FRANCHISEE:

____
Entity name (if any)

By: ____________________________________

Printed Name: ____________________________

Title: __________________________________

ATTACHMENT B

ENTITY INFORMATION

If Franchisee is an Entity, Franchisee represents and warrants that the following information is accurate and complete in all material respects:

(1) Franchisee is a (check as applicable):
[ ] corporation
[ ] limited liability company
[ ] general partnership
[ ] limited partnership
[ ] Other (specify): ___________________________

(2) Franchisee shall provide to Franchisor concurrently with the execution hereof true and accurate copies of its charter documents including Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, resolutions authorizing the execution hereof, and any amendments to the foregoing ("**Entity Documents**").

(3) Franchisee promptly shall provide such additional information as Franchisor may from time to time request concerning all persons who may have any direct or indirect financial interest in Franchisee.

(4) The name and address of each of Franchisee's Owners, members, or general and limited partner:

Name	Address	Number of Shares / % Interest

(5) There is set forth below the names, and addresses and titles of Franchisee's principal officers or partners who will be devoting their full time to the Business:

Name	Title	Address

(6) The address where Franchisee's Financial Records, and Entity records (e.g., Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, etc.) are maintained is:

____

____

____

ATTACHMENT C

CONTINUING GUARANTY

FOR VALUE RECEIVED, and in consideration of Blaze Pizza, LLC, a California limited liability company ("**Franchisor**"), **[granting a franchise][or][________]** to ________________________________, a _______________ ("**Franchisee**"), the undersigned, __________________ and __________________ (**[jointly and severally,] "Guarantor"**), agree as follows:

1. Guaranty of Obligations.

1.1 Guarantor unconditionally, absolutely and irrevocably guarantees the full and prompt payment and performance when due, of all obligations of Franchisee to Franchisor and its affiliates, however created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or in the future existing or due or to become due, including, without limitation, under or in connection with that certain Franchise Agreement dated _____________, 20___ (the "**FA**") and each of the documents, instruments and agreements executed and delivered in connection with the FA or this continuing guaranty, as each may be modified, amended, supplemented or replaced from time to time (all such obligations are referred to collectively as the "**Obligations**"), and all documents evidencing or securing any of the Obligations. This continuing guaranty (this "**Continuing Guaranty**") is a guaranty of payment and performance when due and not of collection.

1.2 In the event of any default by Franchisee in making payment of, or default by Franchisee in performance of, any of the Obligations, Guarantor agrees on demand by Franchisor to pay and perform all of the Obligations as are then or thereafter become due and owing or are to be performed under the terms of the Obligations. Guarantor further agrees to pay all expenses (including reasonable attorneys' fees and expenses) paid or incurred by Franchisor in endeavoring to collect the Obligations, or any part thereof, and in enforcing this Continuing Guaranty.

2. Continuing Nature Of Guaranty And Obligations. This Continuing Guaranty shall be continuing and shall not be discharged, impaired or affected by: (1) the insolvency of Franchisee or the payment in full of all of the Obligations at any time or from time to time; (2) the power or authority or lack thereof of Franchisee to incur the Obligations; (3) the validity or invalidity of any of the Obligations; (4) the existence or non-existence of Franchisee as a legal entity; (5) any statute of limitations affecting the liability of Guarantor or the ability of Franchisor to enforce this Continuing Guaranty, the Obligations or any provision of the Obligations; or (6) any right of offset, counterclaim or defense of Guarantor, including, without limitation, those which have been waived by Guarantor pursuant to Paragraph 4 of this Continuing Guaranty.

3. Permitted Actions Of Franchisor. Franchisor may from time to time, in its sole discretion and without notice to Guarantor, take any or all of the following actions: (1) retain or obtain the primary or secondary obligation of any obligor or obligors, in addition to Guarantor, with respect to any of the Obligations; (2) extend or renew for one or more periods (whether or not longer than the original period), alter, amend or exchange any of the Obligations; (3) waive, ignore or forbear from taking action or otherwise exercising any of its default rights or remedies with respect to any default by Franchisee under the Obligations; (4) release, waive or compromise any obligation of Guarantor under this Continuing Guaranty or any obligation of any nature of any other obligor primarily or secondarily obligated with respect to any of the Obligations; (5) demand payment or performance of any of the Obligations from Guarantor at any time or from time to time, whether or not Franchisor shall have exercised any of its

rights or remedies with respect to any property securing any of the Obligations or any obligation under this Continuing Guaranty; or (6) proceed against any other obligor primarily or secondarily liable for payment or performance of any of the Obligations.

4. Specific Waivers.

4.1 Without limiting the generality of any other provision of this Continuing Guaranty, Guarantor expressly waives: (i) notice of the acceptance by Franchisor of this Continuing Guaranty; (ii) notice of the existence, creation, payment, nonpayment, performance or non-performance of all or any of the Obligations; (iii) presentment, demand, notice of dishonor, protest, notice of protest and all other notices whatsoever with respect to the payment or performance of the Obligations or the amount thereof or any payment or performance by Guarantor under this Agreement; (iv) all diligence in collection or protection of or realization upon the Obligations or any thereof, any obligation under this Agreement or any security for or guaranty of any of the foregoing; (v) any right to direct or affect the manner or timing of Franchisor's enforcement of its rights or remedies; (vi) any and all defenses which would otherwise arise upon the occurrence of any event or contingency described in Paragraph 1 hereof or upon the taking of any action by Franchisor permitted under this Agreement; (vii) any defense, right of set-off, claim or counterclaim whatsoever and any and all other rights, benefits, protections and other defenses available to Guarantor now or at any time hereafter, including, without limitation, under any suretyship statute of the State of California; and (viii) all other principles or provisions of law, if any, that conflict with the terms of this Continuing Guaranty, including, without limitation, the effect of any circumstances that may or might constitute a legal or equitable discharge of a guarantor or surety.

4.2 Guarantor waives all rights and defenses arising out of an election of remedies by Franchisor.

4.3 Guarantor further waives all rights to revoke this Continuing Guaranty at any time, and all rights to revoke any agreement executed by Guarantor at any time to secure the payment and performance of Guarantor's obligations under this Continuing Guaranty.

5. Subordination; Subrogation. Guarantor subordinates any and all indebtedness of Franchisee to Guarantor to the full and prompt payment and performance of all of the Obligations. Franchisor shall be entitled to receive payment of all Obligations prior to Guarantor's receipt of payment of any amount of any indebtedness of Franchisee to Guarantor. Guarantor will not exercise any rights which it may acquire by way of subrogation under this Continuing Guaranty, by any payment hereunder or otherwise, until all of the Obligations have been paid in full, in cash, and Franchisor shall have no further obligations to Franchisee under the Obligations or otherwise.

6. Non-Competition, Trade Secrets; etc. Sections 12.1 (Non-Competition), 12.2 (Trade Secrets), and 12.4 (Effect of Applicable Law) of the FA, are incorporated into this Guaranty of Agreements by reference, and Guarantor agrees to comply with and perform each of such covenants as though fully set forth in this Guaranty of Agreements as a direct and primary obligation of Guarantor.

7. Assignment Of Franchisor's Rights. Franchisor may, from time to time, without notice to Guarantor, assign or transfer any or all of the Obligations or any interest therein and, notwithstanding any assignment(s) or transfer(s), the Obligations shall be and remain Obligations for the purpose of this Continuing Guaranty. Each and every immediate and successive assignee or transferee of any of the Obligations or of any interest therein shall, to the extent of such party's interest in the Obligations, be entitled to the benefits of this Continuing Guaranty to the same extent as if such assignee or transferee were Franchisor.

8. Indulgences Not Waivers. No delay in the exercise of any right or remedy shall operate as a waiver of the such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude other or further exercise of such right or remedy or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Continuing Guaranty be binding upon Franchisor, except as expressly set forth in a writing signed by Franchisor. No action of Franchisor permitted under this Continuing Guaranty shall in any way affect or impair the rights of Franchisor or the obligations of Guarantor under this Continuing Guaranty.

9. Financial Condition Of Franchisee. Guarantor represents and warrants that it is fully aware of the financial condition of Franchisee, and Guarantor delivers this Continuing Guaranty based solely upon its own independent investigation of Franchisee's financial condition. Guarantor waives any duty on the part of Franchisor to disclose to Guarantor any facts it may now or hereafter know about Franchisee, regardless of whether Franchisor has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume or has reason to believe that such facts are unknown to Guarantor. Guarantor knowingly accepts the full range of risk encompassed within a contract of "Continuing Guaranty" which includes, without limitation, the possibility that Franchisee will contract for additional obligations and indebtedness for which Guarantor may be liable hereunder.

10. Representation and Warranty. Guarantor represents and warrants to Franchisor that this Continuing Guaranty has been duly executed and delivered by Guarantor and constitutes a legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms.

11. Binding Upon Successors; Death Of Guarantor; Joint And Several.

11.1 This Continuing Guaranty shall inure to the benefit of Franchisor and its successors and assigns.

11.2 All references herein to Franchisee shall be deemed to include its successors and permitted assigns, and all references herein to Guarantor shall be deemed to include Guarantor and Guarantor's successors and permitted assigns and, upon the death of a Guarantor, the duly appointed representative, executor or administrator of the Guarantor's estate. This Continuing Guaranty shall not terminate or be revoked upon the death of a Guarantor, notwithstanding any knowledge by Franchisor of a Guarantor's death.

11.3 If there shall be more than one Guarantor (or more than one person or entity comprises Guarantor) under this Agreement, all of the Guarantor's obligations and the other obligations, representations, warranties, covenants and other agreements of any Guarantor under this Agreement shall be joint and several obligations and liabilities of each Guarantor.

11.4 In addition and notwithstanding anything to the contrary contained in this Continuing Guaranty or in any other document, instrument or agreement between or among any of Franchisor, Franchisee, Guarantor or any third party, the obligations of Guarantor with respect to the Obligations shall be joint and several with each and every other person or entity that now or hereafter executes a guaranty of any of the Obligations separate from this Continuing Guaranty.

12. Governing Law. This Continuing Guaranty shall be governed by and construed in accordance with the laws of the State of California. Wherever possible each provision of this Continuing Guaranty shall be interpreted as to be effective and valid under applicable law, but if any provision of this Continuing Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Continuing Guaranty.

13. ADVICE OF COUNSEL. GUARANTOR ACKNOWLEDGES THAT GUARANTOR HAS EITHER OBTAINED THE ADVICE OF COUNSEL OR HAS HAD THE OPPORTUNITY TO OBTAIN SUCH ADVICE IN CONNECTION WITH THE TERMS AND PROVISIONS OF THIS CONTINUING GUARANTY.

14. Entire Agreement. This Continuing Guaranty contains the complete understanding of the parties hereto with respect to the subject matter herein. Guarantor acknowledges that Guarantor is not relying upon any statements or representations of Franchisor not contained in this Continuing Guaranty and that such statements or representations, if any, are of no force or effect and are fully superseded by this Continuing Guaranty. This Continuing Guaranty may only be modified by a writing executed by Guarantor and Franchisor.

IN WITNESS WHEREOF, Guarantor has executed this Continuing Guaranty this ____ day of _________, 20__.

"GUARANTOR"

____

____

EXHIBIT D

AREA DEVELOPMENT AGREEMENT

EXHIBIT D

BLAZE PIZZA, LLC

AREA DEVELOPMENT AGREEMENT

BY AND BETWEEN

BLAZE PIZZA, LLC

AND

____

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BLAZE PIZZA
AREA DEVELOPMENT AGREEMENT

THIS **AREA DEVELOPMENT AGREEMENT** (the "**AD Agreement**") is made and entered into effective as of the date listed on Exhibit A to this AD Agreement (the "**Effective Date**") by and between Blaze Pizza, LLC a California limited liability company (the "**Franchisor**") and the area developer listed on Exhibit A to this AD Agreement ("**Area Developer**") with reference to the following facts:

A. Franchisor has the right to sublicense the "Blaze Pizza" and "Fast Fire'd" names and service marks, and such other trademarks, trade names, service marks, logotypes, insignias, trade dress and designs used in connection with the development, operation and maintenance of "Blaze Pizza" restaurants operated in accordance with Franchisor's prescribed methods and business practices (the "**Restaurants**").

B. Franchisor desires to expand and develop Restaurants in the development area (defined below), and Area Developer wishes to develop Restaurants in the development area, upon the terms and conditions as set forth in this AD Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1
GRANT OF DEVELOPMENT RIGHTS

1.1 Certain Fundamental Definitions and Applicable Information. In this AD Agreement, in addition to those terms defined in Appendix 1 and elsewhere in this AD Agreement, the following terms, shall have the meanings set forth below, unless the context otherwise requires: The **"Expiration Date"** of this AD Agreement is set forth in Exhibit A.

"**Operating Principal**" shall be the person identified in Exhibit A to this AD Agreement, or such other individual hereafter designated by Area Developer, and accepted by Franchisor (and until subsequently disapproved by Franchisor), to serve as the authorized representative of Area Developer, who Area Developer acknowledges and agrees shall act as Area Developer's representative, who shall hold 10% or more of the Equity of Area Developer, and who shall have the authority to act on behalf of Area Developer during the Term.

1.2 Grant of Development Rights

1.2.1 Upon the terms and subject to the conditions of this AD Agreement, Franchisor hereby grants to Area Developer, and Area Developer hereby accepts, the right and obligation, during the Term (defined below), to develop Traditional Restaurants (defined below) in the geographic area defined in Exhibit A, which is attached hereto and by this reference made a part hereof (the "**Development Area**").

1.2.2 No right or license is granted to Area Developer hereunder to use any trademarks, trade names, service marks, logotypes, insignias, trade dress or designs owned by Franchisor, such right and license being granted solely pursuant to Franchise Agreements executed pursuant hereto. Without limiting the generality of the foregoing, nothing in this AD Agreement shall permit Area Developer to own or operate a Restaurant, except pursuant to duly executed and subsisting Franchise Agreement. Area Developer shall not use such trademarks, trade names, service marks, logotypes, insignias, trade dress or designs in any manner or for any purpose, including in connection with any offering of securities or any request for credit, without the prior express written approval of Franchisor.

1.3 Exclusivity

1.3.1 Subject to Section 3.1 below, during the Term of this AD Agreement, Franchisor and its Affiliates shall not operate or grant a license or franchise to any other person to operate a Traditional Restaurant within the Development Area.

1.3.2 Except to the limited extent expressly provided in Section 1.3.1, the rights granted under this AD Agreement are non-exclusive and Franchisor expressly reserves all other rights, including the exclusive, unrestricted right, in its discretion, directly and indirectly, through its employees, Affiliates, representatives, licensees, assigns, agents and others, (i) to own or operate and to franchise or license others (which may include Franchisor's Affiliates) to own or operate Restaurants at any location outside the Development Area and regardless of their proximity to any Restaurant developed or under development or consideration by Area Developer, (ii) to own or operate and to franchise or license others to own or operate restaurants under names other than "Blaze Pizza" at any location whatsoever, and regardless of their proximity to any Restaurant developed or under development or consideration by Area Developer, (iii) to own or operate and to franchise or license others to own or operate Non-Traditional Venues at any location and regardless of their proximity to any Restaurant developed or under development or consideration by Area Developer, and of any type whatsoever, within or outside the Development Area, and regardless of their proximity to any Restaurant developed or under development or consideration by Area Developer; (iv) to own or operate and to franchise or license others to own or operate Restaurants in any shopping center which is over 500,000 square feet in size provided that Franchisor shall first have given, and Area Developer shall not have accepted, a right of first refusal for at least 7 days to execute a Franchise Agreement to open a Restaurant, and pay the then-current initial franchise fee; (v) to produce, license, distribute and market "Blaze Pizza" and "Fast Fire'd" brand named products, and products bearing other marks, including pre-packaged food, snacks, beverage and other products; books; clothing; souvenirs and novelty items, at or through any location or outlet, including grocery stores and convenience stores (including those which may be located within the Development Area), and through any distribution channel, at wholesale or retail, including by means of mail order catalogs, direct mail advertising, Internet marketing and other distribution methods; and (vi) to acquire, or be acquired by, any competing system, including a competing system that has one or more units in Area Developer's Development Area.

ARTICLE 2
AREA DEVELOPER'S DEVELOPMENT OBLIGATION

2.1 Development Obligation

2.1.1 Within each Development Period specified in Exhibit B, Area Developer shall construct, equip, open and thereafter continue to operate within the Development Area, not less than the cumulative number of Traditional Restaurants required by the Development Obligation for that Development Period.

2.1.2 All Traditional Restaurants developed hereunder which are open and operating and which have been assigned to Affiliates of Area Developer in accordance with Section 7.2.2 with Franchisor's consent, shall count in determining whether Area Developer has satisfied the Development Obligation for so long as the applicable Affiliate continues to satisfy the conditions set forth in Section 7.2.2.

2.2 Timing of Execution of Leases and Franchise Agreements. Notwithstanding anything to the contrary contained herein, on or before the date which is 180 days before the end of each Development Period, Area Developer shall have executed (in accordance with this AD Agreement) a lease (or purchase agreement) and Franchise Agreement and paid the required Initial Franchise Fee, for each Traditional Restaurant that is required to be constructed, equipped, opened and thereafter operated by the end of such Development Period.

2.3 Force Majeure

2.3.1 Subject to Area Developer's continuing compliance with Section 2.3.2, should Area Developer be unable to meet the Development Obligation for any Development Period solely as the result of Force Majeure or any legal disability of Franchisor to deliver a franchise disclosure document pursuant to Section 6.2 of this AD Agreement, which results in the inability of Area Developer to construct or operate the Traditional Restaurants in all or substantially all of the Development Area pursuant to the terms of this AD Agreement, the particular Development Period during which the event of Force Majeure (or Franchisor's legal disability to deliver a franchise disclosure document) occurs shall be extended by an amount of time equal to the time period during which the Force Majeure (or Franchisor's legal disability to deliver a franchise disclosure document) shall have existed during that Development Period. Development Periods during which no such Force Majeure (or legal disability) existed shall not be extended. Other than as a result of Force Majeure, any delay in Franchisor's issuance of acceptance of any site under Article 6, including, as a result of Area Developer's failure to satisfy the conditions set forth in Section 6.3 of this AD Agreement, shall not extend any Development Period.

2.3.2 In the event of the occurrence of an event constituting Force Majeure, Area Developer shall notify Franchisor in writing within 5 days following commencement of the alleged Force Majeure of the specific nature and extent of the Force Majeure, and how it has impacted Area Developer's performance hereunder. Area Developer shall continue to provide Franchisor with updates and all information as may be requested by Franchisor, including Area Developer's progress and diligence in responding to and overcoming the Force Majeure.

2.4 Area Developer May Not Exceed the Development Obligation. Unless Franchisor shall otherwise consent in writing, Area Developer may not construct, equip, open and operate more than the total number of Restaurants comprising the Development Obligation.

ARTICLE 3
DEVELOPMENT AREA

3.1 Franchisor's Right to Develop. Notwithstanding Section 1.3.1 above, Area Developer acknowledges that the Development Area may already include existing Blaze Pizza Restaurants and that Area Developer may not develop a Restaurant that infringes on the territorial rights of existing Blaze Pizza franchisees. If during the Term of this AD Agreement, Area Developer is unable or unwilling, or fails for any reason (except due to Force Majeure as provided in Section 2.2), to satisfy the Development Obligation, then Franchisor shall have the right, in its full and absolute discretion, to either: (i) terminate all rights of Area Developer hereunder upon notice by Franchisor to Area Developer; or (ii) reduce or otherwise modify the Development Area as Franchisor deems appropriate.

ARTICLE 4
TERM OF AREA DEVELOPMENT AGREEMENT

4.1 Term. The term of this AD Agreement shall commence on the Effective Date and, unless otherwise negotiated, terminated or extended as provided herein, shall continue until the earlier of (i) the

Expiration Date, or (ii) the date of execution of the Franchise Agreement granting Area Developer the right to open the last Restaurant necessary for Area Developer to fully satisfy the Development Obligation (the "**Term**").

4.2 Limited Additional Development Right. If Area Developer shall determine that it desires to engage in further development of the Development Area in excess of the Development Obligation, Area Developer shall at the earlier of (i) 180 days prior to the scheduled expiration of the Term or (ii) the date on which acceptance of the proposed site for the last Restaurant required to meet the Development Obligation is issued, notify Franchisor in writing ("**Additional Development Notice**") of Area Developer's desire to develop additional Restaurants in the Development Area and a plan for such development over a new term, setting forth the number of proposed Restaurants and the deadlines for the development of each of them within such proposed term. This right of additional development by Area Developer shall be exercised only in accordance with Section 4.2 and is subject to the conditions set forth in Section 4.4. This AD Agreement is not otherwise renewable.

4.3 Exercise of Right of Additional Development

4.3.1 If Franchisor determines the additional development obligation proposed by the Additional Development Notice is unacceptable in any respect(s), Franchisor and Area Developer shall (subject to Section 4.4) negotiate during the following 60 days in an effort to reach a mutually agreeable additional development obligation. Each party may negotiate to protect its own interests as it deems appropriate in its discretion.

4.3.2 If the additional development obligation proposed by the Additional Development Notice is acceptable to Franchisor, or if Franchisor and Area Developer reach agreement on an alternative additional development obligation (the "**Additional Development Obligation**") within said 60 day period, then Franchisor shall deliver to Area Developer a copy of Franchisor's then-current franchise disclosure document, if required by Applicable Law, and two copies of the then-current area development agreement, which may vary substantially from this AD Agreement, setting forth the agreed upon Additional Development Obligation. Within 30 days after Franchisor's delivery of the said area development agreement, but no sooner than immediately after the expiration of any applicable waiting period(s) prescribed by Applicable Law, Area Developer shall execute the area development agreement and return them to Franchisor for the Restaurants required by the Additional Development Obligation. Franchisor may waive the development fee if Area Developer had met its Development Obligations under the original area development agreement. If Area Developer has so executed and returned the copies and has satisfied the conditions set forth in Section 4.4, Franchisor will execute the copies and return one fully executed copy to Area Developer.

4.4 Conditions to Exercise of Right of Additional Development. Area Developer's right to additional development described in Section 4.1 shall be subject to Area Developer's fulfillment of the following conditions precedent:

4.4.1 Area Developer (and each of its Affiliates which have developed or operate Restaurants in the Development Area) shall have fully performed all of its obligations under this AD Agreement and all other agreements between Franchisor and Area Developer (or the applicable Affiliate).

4.4.2 Area Developer shall have demonstrated to Franchisor Area Developer's financial capacity to perform the Additional Development Obligations set forth in the area development agreement. In determining if Area Developer is financially capable, Franchisor will apply the same criteria to Area Developer as it applies to prospective area developer franchisees at that time.

4.4.3 At the expiration of each Development Period and at the expiration of the Term, Area Developer shall have opened and shall thereafter have continued to operate, in the Development Area, not less than the aggregate number of Restaurants then required by the Development Obligation.

4.4.4 Franchisor and Area Developer shall have executed a new area development agreement pursuant to Section 4.2.

4.4.5 Area Developer and all Affiliates of Area Developer who then have a currently effective Franchise Agreement or Area Development Agreement with Franchisor shall have executed and delivered to Franchisor a general release, on a form prescribed by Franchisor, of any and all known and unknown claims against Franchisor or its Affiliates, and their respective officers, directors, agents, shareholders and employees.

4.4.6 Area Developer must meet Franchisor's then-current qualifications for successor area development which may include certain operational requirements of Area Developer's existing Restaurants.

4.5 Effect of Expiration. Unless an Additional Development Obligation shall have been agreed upon, and a new area development agreement shall have been executed by the parties pursuant to Sections 4.1 and 4.2, following the expiration of the Term, or the sooner termination of this AD Agreement, (a) Area Developer shall have no further right to construct, equip, own, open or operate additional Restaurants which are not, at the time of such termination or expiration, the subject of a then existing Franchise Agreement between Area Developer (or an Affiliate of Area Developer) and Franchisor which is then in full force and effect, and (b) Franchisor or its Affiliates may thereafter itself construct, equip, open, own or operate, and license others to (or grant development rights to) construct, equip, open, own or operate Restaurants at any location(s) (within or outside of the Development Area), without any restriction, subject only to the territorial rights granted, if any, for any then existing Restaurant pursuant to a validly subsisting Franchise Agreement executed for such Restaurant.

ARTICLE 5
PAYMENTS BY AREA DEVELOPER

5.1 Initial Development Fee. Concurrently with the execution of this AD Agreement, Area Developer shall pay to Franchisor, in cash or by certified check, the Initial Development Fee. The "**Initial Development Fee**" means the amount set forth in Exhibit A representing the $30,000 Initial Franchise Fee for Area Developer's first Franchise Agreement plus $5,000 for each additional Restaurant required to be opened during the Term pursuant to the Development Obligation.

5.2 Initial Franchise Fee. Notwithstanding the terms of the Franchise Agreement executed for each Restaurant developed pursuant hereto, Area Developer shall pay to Franchisor, in cash or by certified check, an initial franchise fee (the "**Initial Franchise Fee**") equal to $30,000 for each Restaurant to be opened pursuant hereto. In the event Area Developer or an employee of Area Developer has become and continues to be a certified "**New Restaurant Opening Leader**" (as defined in the Franchise Agreement), the Initial Franchise Fee for each Restaurant developed pursuant hereto and subsequent to Area Developer (or its employee) becoming a New Restaurant Opening Leader shall equal $20,000 and shall be due as follows: $5,000 within 30 days of our acceptance of a site for the Restaurant and $10,000 prior to the start date for the construction of the Restaurant. For Restaurants opened without a New Restaurant Opening Leader, the Initial Franchise Fee is due as follows: $15,000 within 30 days of our acceptance of a site for the Restaurant and $10,000 prior to the start date for the construction of the Restaurant if the Area Developer is opening its 6th or higher Restaurant Franchisor shall credit the Initial Development Fee against the Initial Franchise Fees payable under the second and each subsequent Franchise Agreement executed pursuant hereto at the rate of $5,000 per Franchise Agreement until the Initial Development Fee is exhausted.

5.3 Royalty Fee. The Franchise Agreement executed for each Restaurant developed pursuant hereto, shall provide that the Continuing Royalty (as defined therein) shall be equal to 5% of Gross Sales (as defined therein).

ARTICLE 6
EXECUTION OF INDIVIDUAL FRANCHISE AGREEMENTS

6.1 Site Review

6.1.1 When Area Developer has located a proposed site for construction of a Restaurant, Area Developer shall submit to Franchisor such demographic and other information regarding the proposed site and neighboring areas as Franchisor shall require, in the form prescribed by Franchisor ("**Site Review Request**"). Franchisor may seek such additional information as it deems necessary within 14 days of submission of Area Developer's Site Review Request, and Area Developer shall respond promptly to such request for additional information. If Franchisor shall not deliver written notice to Area Developer that Franchisor accepts the proposed site, within 14 days of receipt of Area Developer's fully and accurately completed Site Review Request, or within 14 days after receipt of such additional requested information, whichever is later, the site shall be deemed rejected. If the Franchisor accepts the proposed site it shall notify Area Developer of its acceptance of the site.

6.1.2 Although Franchisor may voluntarily (without obligation) assist Area Developer in locating an acceptable site for a Restaurant, neither Franchisor's said assistance, if any, nor its acceptance of any proposed site, whether initially proposed Area Developer or by Franchisor, shall be construed to insure or guarantee the profitable or successful operation of the Restaurant at that site by Area Developer, and Franchisor hereby expressly disclaims any responsibility therefor. Area Developer acknowledges its sole responsibility for finding each site for the Restaurants it develops pursuant to this AD Agreement.

6.1.3 Unless waived by Franchisor in whole or in part, upon submitting a fourth or subsequent Site Review Request to Franchisor for review, Area Developer shall reimburse Franchisor for all costs and expenses of Franchisor incurred in reviewing the Site Review Requests, including payment to consultants and agents retained by Franchisor to assist in conducting such review and including a reasonable allocation of overhead and administrative expenses.

6.2 Delivery of Franchise Disclosure Document, Execution of Lease and Franchise Agreement

6.2.1 Promptly following Area Developer's receipt of acceptance, Area Developer shall proceed to negotiate a lease or purchase agreement for the site and shall submit to Franchisor a copy of the proposed lease or purchase agreement, as applicable. Following Franchisor's receipt of the proposed lease or purchase agreement, as applicable, which meets Franchisor's requirements, Franchisor shall notify Area Developer of its acceptance of the proposed lease or purchase agreement, as applicable.

6.2.2 Franchisor's review and acceptance of the lease is solely for Franchisor's benefit and is solely an indication that the lease meets Franchisor's minimum Standards and specification at the time of acceptance of the lease (which may be different that the requirements of this AD Agreement). Franchisor's review and acceptance of the lease shall not be construed to be an endorsement of such lease, confirmation that such lease complies with Applicable Law, or confirmation that the terms of such lease are favorable to Area Developer, and Franchisor hereby expressly disclaims any responsibility therefore.

6.2.3 Subject to Section 6.3, after Franchisor's acceptance of each proposed site, Franchisor shall deliver to Area Developer a copy of Franchisor's then-current franchise disclosure document as may be required by Applicable Law (the "**Franchise Disclosure Document**") the Then-current Franchise Agreement. Immediately upon receipt of the Franchise Disclosure Document, Area Developer shall return to Franchisor an executed copy of the acknowledgment of receipt of the Franchise Disclosure Document. Area Developer acknowledges that the new Franchise Agreement may vary substantially from the current Franchise Agreement. If Franchisor is not legally able to deliver a Franchise Disclosure Document to Area Developer by reason of any lapse or expiration of its franchise registration, or because Franchisor is in the process of amending any such registration, or for any reason beyond Franchisor's reasonable control, Franchisor may delay acceptance of the site for Area Developer's proposed Restaurant, or delivery of a Franchise Agreement, until such time as Franchisor is legally able to deliver a Franchise Disclosure Document.

6.2.4 Within 30 days after Area Developer's receipt of the Franchise Disclosure Document and the Then-current Franchise Agreement, but no sooner than immediately after any applicable waiting periods prescribed by Applicable Law have passed, Area Developer shall execute the Franchise Agreement described in the Franchise Disclosure Document and pay Franchisor the applicable Initial Franchise Fee.

6.2.5 Area Developer shall not execute any lease or purchase agreement for any Restaurant, unless and until Franchisor has accepted the proposed site and Franchisor has delivered to Area Developer a fully executed Franchise Agreement counter-signed by Franchisor pursuant to Sections 6.2.4. After Franchisor's acceptance of the site and (sub)lease, if leased or subleased, and its delivery to Area Developer of the fully executed Franchise Agreement, Area Developer shall then procure the site, pursuant to the (sub)lease which has been reviewed and accepted by Franchisor, if (sub)leased, and shall forward to Franchisor, within ten days after its execution, one copy of the executed lease or, if purchased, the deed evidencing Area Developer's right to occupy the site. Area Developer shall then commence construction and operation of the Restaurant pursuant to the terms of the applicable Franchise Agreement.

6.3 Condition Precedent to Franchisor's Obligations. It shall be a condition precedent to Franchisor's obligations pursuant to Sections 6.1 and 6.2, and to Area Developer's right to develop each and every Restaurant, that Area Developer shall have satisfied all of the following conditions precedent prior to Franchisor's acceptance of the proposed Restaurant and the site and lease or purchase agreement therefor, and the Franchisor's execution of the Franchise Agreement therefor:

6.3.1 Area Developer (and each of its Affiliates which have developed or operate Restaurants in the Development Area) shall have fully performed all of its obligations under this AD Agreement and all Franchise Agreements and other written agreements between Franchisor and Area Developer (or any such Affiliate of Area Developer), and must not at any time following Area Developer's submission of its Site Review Request, and until Franchisor grants its acceptance of the proposed site, be in Default of any of its contractual or other legal obligations to Franchisor or any of its Affiliates, or any approved vendor or supplier, or to any federal, state, county or municipal agency.

6.3.2 Area Developer shall have demonstrated to Franchisor, in Franchisor's discretion, Area Developer's financial and other capacity to perform the obligations set forth in the proposed new Franchise Agreement, including Area Developer's submission of a comprehensive management plan acceptable to, and accepted by Franchisor, which shall include among other reasonable requirements as may be established by Franchisor, an organization chart and supervisory requirements for the proposed Restaurant. In determining if Area Developer is financially or otherwise capable, Franchisor shall apply the same criteria to Area Developer as it applies to prospective area developers at that time.

6.3.3 Area Developer shall continue to operate, in the Development Area, not less than the cumulative number of Traditional Restaurants required by the Development Obligation set forth in Exhibit B to be in operation as of the end of the immediately preceding Development Period.

6.3.4 Area Developer, and each of its Affiliates who then has a currently effective Franchise Agreement or area development agreement with Franchisor, must sign a general release of any claims they may have against Franchisor and its Affiliates, on a form prescribed by Franchisor.

ARTICLE 7
ASSIGNMENT AND SUBFRANCHISING

7.1 Assignment by Franchisor. This AD Agreement is fully transferable by Franchisor, in whole or in part, without the consent of Area Developer and shall inure to the benefit of any transferee or their legal successor to Franchisor's interests herein; provided, however, that such transferee and successor shall expressly agree to assume Franchisor's obligations under this AD Agreement. Without limiting the foregoing, Franchisor may (i) assign any or all of its rights and obligations under this AD Agreement to an Affiliate; (ii) sell its assets, its marks, or its System outright to a third party; (iii) engage in a public offering of its securities; (iv) engage in a private placement of some or all of its securities; (v) merge, acquire other corporations, or be acquired by another corporation; or (vi) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring. Franchisor shall be permitted to perform such actions without liability or obligation to Area Developer who expressly and specifically waives any claims, demands or damages arising from or related to any or all of the above actions (or variations thereof). In connection with any of the foregoing, at Franchisor's request, Area Developer shall deliver to Franchisor a statement in writing certifying (a) that this AD Agreement is unmodified and in full force and effect (or if there have been modifications that the AD Agreement as modified is in full force and effect and identifying the modifications); (b) that Area Developer is not in Default under any provision of this AD Agreement, or if in Default, describing the nature thereof in detail; and (c) as to such other matters as Franchisor may reasonably request; and Area Developer agrees that any such statements may be relied upon by Franchisor and any prospective purchaser, assignee or lender of Franchisor.

7.2 No Subfranchising by Area Developer

7.2.1 Area Developer shall not offer, sell, or negotiate the sale of "Blaze Pizza" franchises to any third party, either in Area Developer's own name or in the name and/or on behalf of Franchisor, or otherwise subfranchise, subcontract, sublicense, share, divide or partition this AD Agreement, and nothing in this AD Agreement will be construed as granting Area Developer the right to do so. Area Developer shall not execute any Franchise Agreement with Franchisor, or construct or equip any Restaurant with a view to offering or assigning such Franchise Agreement or Restaurant to any third party.

7.2.2 Notwithstanding Section 7.2.1, Area Developer may, with Franchisor's prior written consent, execute and contemporaneously assign a Franchise Agreement executed pursuant hereto to a separate Entity controlled by Area Developer (each a "**Subsidiary**"); provided and on condition that:

(a) Upon Franchisor's request, Area Developer has delivered to Franchisor a true, correct and complete copy of the Subsidiary's articles of incorporation or articles of organization, bylaws, operating agreement, Partnership agreement, and other organizational documents, and Franchisor has accepted the same;

(b) The Subsidiary's articles of incorporation or articles of organization, bylaws, operating agreement, and Partnership agreement, as applicable, shall provide that its activities are confined exclusively to operating Restaurants;

(c) Area Developer, directly owns and controls not less than 100% of the Equity and voting rights of the Subsidiary;

(d) the Subsidiary is in good standing in its jurisdiction of organization and each other jurisdiction where the conduct of its business or the operation of its properties requires it to be so qualified;

(e) the person designated by Area Developer as the Operating Principal has exclusive day-to-day operational control over the Subsidiary;

(f) the Subsidiary conducts no business other than the operation of the Restaurant;

(g) the Subsidiary assumes all of the obligations under the Franchise Agreement as Area Developer pursuant to written agreement, the form and substance of which shall be acceptable to Franchisor;

(h) each person or Entity comprising Area Developer, and all present and future Owners of 10% or more (directly or indirectly), in the aggregate, of the Equity or voting rights of any area developer under any and all Franchise Agreements executed pursuant to this AD Agreement shall execute a written guarantee in a form prescribed by Franchisor, personally, irrevocably and unconditionally guaranteeing, jointly and severally, with all other guarantors, the full payment and performance of all of the obligations to Franchisor and to Franchisor's Affiliates under this AD Agreement and each Franchise Agreement executed pursuant hereto (for purposes of determining whether said 10% threshold is satisfied, holdings of spouses, family members who live in the same household, and Affiliates shall be aggregated);

(i) none of the Owners of the Equity of the Area Developer or Subsidiary under the applicable Franchise Agreement is engaged in Competitive Activities;

(j) at Franchisor's request, Area Developer shall, and shall cause each of its Affiliates to execute and deliver to Franchisor a general release, on a form prescribed by Franchisor of any and all known and unknown claims against Franchisor and its Affiliates and their officers, directors, agents, shareholders and employees; and

(k) Area Developer shall reimburse Franchisor for all direct and indirect costs and expenses it may incur in connection with the transfer and Assignment, including attorney's fees.

7.2.3 In the event that Area Developer exercises its rights under <u>Section 7.2.2</u> then, Area Developer and such Subsidiary shall, in addition to any other covenants contained in the applicable Franchise Agreement, affirmatively covenant to continue to satisfy each of the conditions set forth in <u>Section 7.2.2</u> throughout the term of such Franchise Agreement.

7.3 <u>Assignment by Area Developer</u>

7.3.1 This AD Agreement has been entered into by Franchisor in reliance upon and in consideration of the singular personal skill, qualifications and trust and confidence reposed in Area Developer.

Neither Area Developer nor any Owner shall cause or permit any Assignment unless Area Developer shall have obtained Franchisor's prior written consent, which consent may be withheld for any reason whatsoever in Franchisor's judgment, and shall comply with Franchisor's right of first refusal pursuant to Section 7.3.4. Except as provided in Section 7.2.2, Area Developer acknowledges and agrees that it will not be permitted to make an Assignment of this AD Agreement or sell, gift, convey, assign or transfer the assets used in any of the Restaurants developed hereunder or any Franchise Agreement executed pursuant to this AD Agreement except in conjunction with a concurrent Assignment to the same approved assignee of all of the assets used in all of said Restaurants, and all of the Franchise Agreements executed pursuant to this AD Agreement or at Franchisor's election the execution by the assignee of new Franchise Agreements on Franchisor's Then-current form for each of the Restaurants then developed or under development by Area Developer, and otherwise in accordance with the terms and conditions of Area Developer's Franchise Agreement(s). If Area Developer is an Entity, Area Developer shall promptly provide Franchisor with written notice (stating such information as Franchisor may from time to time require) of each and every transfer, Assignment, encumbrance, gift and other conveyance, voluntarily or involuntarily, in whole or in part, by operation of Applicable Law or otherwise by any Owner of any direct or indirect Equity or voting rights in Area Developer, notwithstanding that the same may not constitute an "Assignment" as defined by this AD Agreement.

7.3.2 Area Developer shall not, directly or indirectly, pledge, encumber, hypothecate or otherwise grant any third party a security interest in this AD Agreement in any manner whatsoever without the prior express written consent of Franchisor. To the extent that the foregoing prohibition may be ineffective under Applicable Law, Area Developer shall provide not less than ten days prior written notice (which notice shall contain the name and address of the secured party and the terms of such pledge, encumbrance, hypothecation or security interest) of any pledge, encumbrance, hypothecation or security interest in this AD Agreement.

7.3.3 Securities, Partnership or other ownership interests in Area Developer may not be offered to the public under the Securities Act of 1933, as amended, nor may they be registered under the Securities Exchange Act of 1934, as amended, or any comparable federal, state or foreign law, rule or regulation. Such interests may be offered by private offering or otherwise only with the prior written consent of Franchisor, which consent shall not be unreasonably withheld. All materials required for any such private offering by federal or state law shall be submitted to Franchisor for a limited review as discussed below prior to being filed with any governmental agency; and any materials to be used in any exempt offering shall be submitted to Franchisor for such review prior to their use. No such offering by Area Developer shall imply that Franchisor is participating in an underwriting, issuance or offering of securities of Area Developer or Franchisor, and Franchisor's review of any offering materials shall be limited solely to the subject of the relationship between Franchise and Franchisor and its Affiliates. Franchisor may, at its option, require Area Developer's offering materials to contain a written statement prescribed by Franchisor concerning the limitations described in the preceding sentence. Area Developer, its Owners and the other participants in the offering must fully defend and indemnify Franchisor, and its Affiliates, their respective partners and the officers, directors, manager(s) (if a limited liability company), shareholders, members, partners, agents, representatives, independent contractors, servants and employees of each of them, from and against any and all losses, costs and liability in connection with the offering and shall execute any additional documentation required by Franchisor to further evidence this indemnity. For each proposed offering, Area Developer shall pay to Franchisor the greater of (a) a non-refundable fee equal to 50% of our then-current initial franchise fee; or, our reasonable costs and expenses associated with reviewing the proposed offering, including without limitation, legal and accounting fees. Area Developer shall give Franchisor written notice at least thirty (30) days prior to the date of commencement of any offering or other transaction covered by this Section.

7.3.4 Area Developer's written request for consent to any Assignment must be accompanied by an offer to Franchisor of a right of first refusal to purchase the interest which is proposed to be transferred, on the same terms and conditions offered by the third party; provided that Franchisor may substitute cash for any non-cash consideration proposed to be given by such third party (in an amount determined by Franchisor reasonably and in good faith as the approximate equivalent value of said non-cash consideration); and provided further that Area Developer shall make representations and warranties to Franchisor customary for transactions of the type proposed (the "**ROFR**"). If Franchisor elects to exercise the ROFR, Franchisor or its nominee, as applicable, shall send written notice of such election to Area Developer within 60 days of receipt of Area Developer's request. If Franchisor accepts such offer, the closing of the transaction shall occur within 60 days following the date of Franchisor's acceptance. Any material change in the terms of an offer prior to closing or the failure to close the transaction within 60 days following the written notice provided by Area Developer (the "**ROFR Period**") shall cause it to be deemed a new offer, subject to the same right of first refusal by Franchisor, or its third-party designee, as in the case of the initial offer. Franchisor's failure to exercise such right of first refusal shall not constitute consent to the transfer or a waiver of any other provision of this AD Agreement, including any of the requirements of this Article with respect to the proposed transfer.

ARTICLE 8
NON-COMPETITION

8.1 <u>In Term</u>. During the Term, no Restricted Person shall in any capacity, either directly or indirectly, through one or more Affiliates or otherwise, engage in any Competitive Activities at any location, whether within or outside the Development Area, unless Franchisor shall consent thereto in writing.

8.2 <u>Post-Term</u>. To the extent permitted by Applicable Law, upon (i) the expiration or termination of this AD Agreement, (ii) the occurrence of any Assignment, or (iii) the cession of any Restricted Person's relationship with Area Developer, each person who was a Restricted Person before such event shall not for a period of 24 months thereafter, either directly or indirectly, own, operate, advise, be employed by, or have any financial interest in any business engaged in Competitive Activities within the Development Area, without the Franchisor's prior written consent. In applying for such consent, Area Developer will have the burden of establishing that any such activity by it will not involve the use of benefits provided under this AD Agreement or constitute unfair competition with Franchisor or other area developers of the Franchisor.

8.3 <u>Modification</u>

8.3.1 The parties have attempted in <u>Sections 8.1</u> and <u>8.2</u> above to limit the Area Developer's right to compete only to the extent necessary to protect the Franchisor from unfair competition. The parties hereby expressly agree that if the scope or enforceability of <u>Section 8.1</u> or <u>8.2</u> is disputed at any time by Area Developer, a court or arbitrator, as the case may be, may modify either or both of such provisions to the extent that it deems necessary to make such provision(s) enforceable under Applicable Law. In addition, Franchisor reserves the right to reduce the scope of either, or both, of said provisions without Area Developer's consent, at any time or times, effective immediately upon notice to Area Developer.

8.3.2 In view of the importance of the Franchisor's trademarks and the incalculable and irreparable harm that would result to the parties in the event of a Default under this <u>Article 8</u>, the parties agree that each party may seek specific performance and/or injunctive relief to enforce the covenants and agreements in this AD Agreement, in addition to any other relief to which such party may be entitled at law or in equity. Each party submits to the exclusive jurisdiction of the courts of the State of California and the U.S. federal courts sitting in California for purposes thereof. The parties agree that venue for any such proceeding shall be the state and federal courts located in Los Angeles County, California.

ARTICLE 9
TERMINATION

9.1 Termination Pursuant to a Default of this AD Agreement

9.1.1 Subject to Applicable Law to the contrary, this AD Agreement may be terminated by Franchisor in the event of any Default by Area Developer of this AD Agreement, unless such Default is cured by Area Developer within 5 days following written notice of the Default (in the case of a failure to pay money), or ten days following written notice of the Default (in the case of any other Default); provided that in the case of a Default by Area Developer (or its Affiliate) under any Franchise Agreement or other written agreement, the notice and cure provisions of the Franchise Agreement or other agreement shall control, and provided, further, however, that any Default described in Sections 9.1.2(a), (b) or (e) below shall be deemed incurable.

9.1.2 The term "Default," as used herein, includes the following:

(a) Any Assignment or attempted Assignment in violation of the terms of Section 7.1 or 7.3 of this AD Agreement, or without the written consents required pursuant to this AD Agreement; provided, however, (i) upon prompt written request to Franchisor following the death or legal incapacity of an Area Developer who is an individual, Franchisor shall allow a period of up to nine months after such death or legal incapacity for his or her heirs, personal representatives, or conservators (the "**Heirs**") to seek and obtain Franchisor's consent to the Assignment his or her rights and interests in this AD Agreement to the Heirs or to another person acceptable to Franchisor; or (ii) upon prompt written request to Franchisor following the death or legal incapacity of an Owner of an Area Developer which is an Entity, directly or indirectly, owning more than 20% or more of the Equity or voting power of Area Developer, Franchisor shall allow a period of up to nine months after such death or legal incapacity for his or her Heir(s) to seek and obtain Franchisor's consent to the Assignment of such Equity and voting power to the Heir(s) or to another person or persons acceptable to Franchisor. If, within said nine month period, said Heir(s) fail to receive Franchisor's consent as aforesaid or to effect such consented to Assignment, then this AD Agreement shall immediately terminate at Franchisor's election.

(b) Subject to Section 2.2 of this AD Agreement, failure of Area Developer to satisfy the Development Obligation within the Development Periods set forth herein.

(c) Failure of Area Developer (or any Affiliate of Area Developer) to pay any Initial Franchise Fee or Royalty Fee in a timely manner as required by this AD Agreement or any Franchise Agreement signed by Area Developer.

(d) Area Developer's opening of any Restaurant in the Development Area except in strict accordance with the procedures set forth in Sections 6.1 through 6.3 of this AD Agreement.

(e) Failure of Area Developer to fully comply with the requirements of Section 8.1 of this AD Agreement.

(f) Any Default of any other agreement between Area Developer (or any Affiliate of Area Developer) and Franchisor (or any Affiliate of Franchisor), including any Franchise Agreement executed pursuant hereto.

ARTICLE 10
MEDIATION AND ARBITRATION

10.1 Mediation. Except to the extent precluded by Applicable Law, the parties hereby pledge and agree that prior to filing any lawsuit they shall first attempt to resolve any dispute between the parties pursuant to mediation conducted in accordance with the Rules of Practice and Procedure of Judicial Arbitration & Mediation Services, Inc., ("**JAMS**") unless the parties agree on alternative rules and a mediator within 15 days after either party first gives notice of mediation. Such mediation shall be conducted in Pasadena, California and shall be conducted and completed within 45 days following the date either party first gives notice of mediation. If the parties fail to complete the mediation within such 45-day period, either party may initiate litigation. The fees and expenses of the mediator shall be shared equally by the parties. The mediator shall be disqualified as a witness, expert or counsel for any party with respect to any suit and any related matter. Mediation is a compromise negotiation and shall constitute privileged communications under California and other Applicable Laws. The entire mediation process shall be confidential and the conduct, statements, promises, offers, views and opinions of the mediator and the parties shall not be discoverable or admissible in any legal proceeding for any purpose; provided, however, that evidence which is otherwise discoverable or admissible shall not be excluded from discovery or admission as a result of its use in the mediation.

10.2 Arbitration. Subject to Section 10.1 of this AD Agreement, and except as precluded by Applicable Law, any controversy or claim between Franchisor and Area Developer arising out of or relating to this AD Agreement or any alleged breach hereof, and any issues pertaining to the arbitrability of such controversy or claim and any claim that this AD Agreement or any part hereof is invalid, illegal, or otherwise voidable or void, shall be submitted to binding arbitration. Said arbitration shall be conducted before and will be heard by three arbitrators in accordance with the then-current Rules of Practice and Procedure of Judicial Arbitration & Mediation Services, Inc. If JAMS or any successor thereto, is no longer in existence at the time arbitration is commenced, Franchisor and Area Developer will agree on another arbitration organization to conduct the arbitration proceeding. Judgment upon any award rendered may be entered in any Court having jurisdiction thereof. Except to the extent prohibited by Applicable Law, the proceedings shall be held in the City of Pasadena, State of California. All arbitration proceedings and claims shall be filed and prosecuted separately and individually in the name of Area Developer and Franchisor, and not in any class action or representative capacity, and shall not be joined with or consolidated with claims asserted by or against any other area developer. The arbitrator shall have no power or authority to grant punitive or exemplary damages as part of its award. In no event may the material provisions of this AD Agreement including, but not limited to the method of operation, authorized product line sold or monetary obligations specified in this AD Agreement, amendments to this AD Agreement or in the Blaze Standards Guidelines be modified or changed by the arbitrator at any arbitration hearing. The arbitration and the parties' agreement therefor shall be deemed to be self-executing, and if either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party despite said failure to appear. All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.), notwithstanding any provision of this AD Agreement specifying the state law under which this AD Agreement shall be governed and construed.

10.3 Awards. The arbitrator will have the right to award or include in his award any relief which he or she deems proper in the circumstances, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief and attorneys' fees and costs, in accordance with Section 11.13 of this AD Agreement, provided that the arbitrator will not have the authority to award exemplary or punitive damages. The award and decision of the arbitrator will be conclusive and binding upon all parties and judgment upon the award may be entered in any court of competent jurisdiction. Each party waives any right to contest the validity or enforceability of such award. The parties shall be bound by the provisions of any limitation on the period of time by which claims must be brought. The parties agree that, in connection with any such arbitration proceeding, each will submit or file any claim which would constitute a compulsory counter-claim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceedings as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding will be barred.

10.4 Permissible Parties. Area Developer and Franchisor agree that arbitration will be conducted on an individual, not a class wide, basis and that any arbitration proceeding between Area Developer and Franchisor will not be consolidated with any other arbitration proceeding involving company and any other person or Entity.

10.5 Survival. The provisions of this Article 10 will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this AD Agreement. The terms of this Article shall survive termination, expiration or cancellation of this AD Agreement.

ARTICLE 11
GENERAL CONDITIONS AND PROVISIONS

11.1 Relationship of Area Developer to Franchisor. It is expressly agreed that the parties intend by this AD Agreement to establish between Franchisor and Area Developer the relationship of Franchisor and Area Developer. It is further agreed that Area Developer has no authority to create or assume in Franchisor's name or on behalf of Franchisor, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of Franchisor for any purpose whatsoever. Neither Franchisor nor Area Developer is the employer, employee, agent, partner or co-venturer of or with the other, each being independent. Area Developer agrees that it will not hold itself out as the agent, employee, partner or co-venturer of Franchisor. All employees hired by or working for Area Developer shall be the employees of Area Developer and shall not, for any purpose, be deemed employees of Franchisor or subject to Franchisor control. Each of the parties agrees to file its own tax, regulatory and payroll reports with respect to its respective employees and operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof.

11.2 Indemnity by Area Developer. Area Developer hereby agrees, at all times, to protect, defend and indemnify Franchisor and its successors and assigns and all of its past, present and future Owners, Affiliates, officers, directors, employees, attorneys and designees and hold each of them harmless from and against any and all costs and expenses, including attorneys' fees, court costs, losses, liabilities, damages, claims and demands of every kind or nature on account of any actual or alleged loss, injury or damage to any person, firm or corporation or to any property arising out of or in connection with Area Developer's construction, development or operation of Restaurants pursuant hereto, and for any breach of this AD Agreement by Area Developer, except to the extent caused by intentional acts of the Franchisor in breach of this AD Agreement. The terms of this Section 11.1 shall survive the termination, expiration or cancellation of this AD Agreement.

11.3 No Consequential Damages For Legal Incapacity. Franchisor shall not be liable to Area Developer for any consequential damages, including lost profits, interest expense, increased construction or occupancy costs, or other costs and expenses incurred by Area Developer by reason of any delay in the delivery of Franchisor's Franchise Disclosure Document caused by legal incapacity during the Term, or other conduct not due to the gross negligence or intentional misfeasance of Franchisor.

11.4 Waiver and Delay. No waiver by Franchisor of any Default or Defaults, or series of Defaults in performance by Area Developer, and no failure, refusal or neglect of Franchisor to exercise any right, power or option given to it hereunder or under any Franchise Agreement or other agreement between Franchisor and Area Developer, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Restaurants), or to insist upon strict compliance with or performance of Area Developer's (or its Affiliates) obligations under this AD Agreement or any Franchise Agreement or other agreement between Franchisor and Area Developer (or its Affiliates), whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Restaurants), shall constitute a waiver of the provisions of this AD Agreement with respect to any continuing or subsequent Default or a waiver by Franchisor of its right at any time thereafter to require exact and strict compliance with the provisions thereof.

11.5 Survival of Covenants. The covenants contained in this AD Agreement which, by their nature or terms, require performance by the parties after the expiration or termination of this AD Agreement shall be enforceable notwithstanding said expiration or other termination of this AD Agreement for any reason whatsoever.

11.6 Successors and Assigns. This AD Agreement shall be binding upon and inure to the benefit of the successors and assigns of Franchisor and shall be binding upon and inure to the benefit of Area Developer and his or their respective, heirs, executors, administrators, and its successors and assigns, subject to the prohibitions and restrictions against Assignment contained herein.

11.7 Joint and Several Liability. If Area Developer consists of more than one person or Entity, or a combination thereof, the obligations and liabilities of each of such person or Entity to Franchisor are joint and several, and such person(s) or Entities shall be deemed to be general Partnership.

11.8 Governing Law. This AD Agreement shall (without giving effect to any conflict of laws) be governed in accordance with the laws of the State where the Development Area is located, and any state law relating to (1) the offer and sale of franchises, (2) franchise relationships, or (3) business opportunities, will not apply unless the applicable jurisdictional requirements are met independently with reference to this paragraph.

11.9 Entire Agreement. This AD Agreement and the Blaze Standards Guidelines contain all of the terms and conditions agreed upon by the parties with reference to the subject matter of this AD Agreement. No other agreements concerning the subject matter of this AD Agreement, oral or otherwise, shall be deemed to exist or to bind any of the parties. All prior or contemporaneous agreements, understandings and representations relating to the subject matter of this AD Agreement, are merged and are expressly and superseded by this AD Agreement, except such representations as are made in the Franchise Disclosure Document delivered to Area Developer and any representations made by Area Developer in acquiring this AD Agreement. Nothing in this AD Agreement or any related agreement is intended to disclaim the representations made by Franchisor in the Franchise Disclosure Document delivered to Area Developer. No officer or employee or agent of Franchisor has any authority to make any representation or promise not contained in this AD Agreement or in the Franchise Disclosure Document delivered to Area Developer, and Area Developer agrees that it has executed this AD Agreement without reliance upon any such representation or promise. This AD Agreement cannot be amended, modified or changed except by written instrument signed by all of the parties.

11.10 Titles for Convenience. Article and paragraph titles used this AD Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this AD Agreement.

11.11 Gender and Construction. The terms of all Exhibits hereto are hereby incorporated into and made a part of this AD Agreement as if the same had been set forth in full herein. All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this AD Agreement or any Article or Section hereof may require. As used in this AD Agreement, the words "include," "includes" or "including" are used in a non-exclusive sense. Unless otherwise expressly provided herein to the contrary, any consent, approval, acceptance or authorization of Franchisor which Area Developer may be required to obtain hereunder may be given or withheld by Franchisor in its sole discretion, and on any occasion where Franchisor is required or permitted hereunder to make any judgment, determination or use its discretion, including any decision as to whether any condition or circumstance meets Franchisor's Standards or satisfaction, Franchisor may do so in its sole subjective judgment and discretion. No provision herein expressly identifying any particular breach of this AD Agreement as material shall be construed to imply that any other breach which is not so identified is not material. Neither this AD Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the drafter hereof, whether under any rule of construction or otherwise. On the contrary, this AD Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto. Franchisor and Area Developer intend that if any provision of this AD Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

11.12 Severability, Modification. Nothing contained in this AD Agreement shall be construed as requiring the commission of any act contrary to Applicable Law. Whenever there is any conflict between any provisions of this AD Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this AD Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event that any part, Article, paragraph, sentence or clause of this AD Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of this AD Agreement shall continue in full force and effect.

11.13 Counterparts. This AD Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

11.14 Fees and Expenses. If any party to this AD Agreement shall bring any arbitration, action or proceeding for any relief against the other, declaratory or otherwise, arising out of this AD Agreement, the losing party shall pay the prevailing party's reasonable attorney fees and costs incurred in bringing or defending such arbitration, action or proceeding and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such arbitration, action or proceeding and shall be paid whether or not such action or proceedings is prosecuted to final judgment. Any judgment or order entered in such action or proceeding shall contain a specific provision providing for the recovery of attorney fees and costs, separate from the judgment, incurred in enforcing such judgment. For the purposes of this Section, attorney fees shall include fees incurred in the following: (1) post-judgment motions, including motions for fees and costs; (2) contempt proceedings; (3) garnishment, levy, debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. This Section is intended to be expressly severable from the other provisions of this AD Agreement, is intended to survive any judgment and is not to be deemed merged into the judgment.

11.15 Waiver of Jury Trial; Venue

11.15.1 TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES: (1) HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AD AGREEMENT; AND (2) THEY AGREE THAT, LOS ANGELES, CALIFORNIA

SHALL BE THE VENUE FOR ANY LITIGATION ARISING UNDER THIS AD AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THEY HAVE REVIEWED THIS SECTION AND HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE AS TO ITS MEANING AND EFFECT.

____________________	____________________
AREA DEVELOPER INITIALS	FRANCHISOR INITIALS

11.16 Notices. Except as otherwise expressly provided herein, all written notices and reports permitted or required to be delivered by the parties pursuant hereto shall be deemed so delivered at the time delivered by hand; one business day after electronically confirmed transmission by facsimile or other electronic system; one business day after delivery by Express Mail or other recognized, reputable overnight courier; or three business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed as follows:

If to Franchisor: BLAZE PIZZA, LLC
35 N. Lake Ave., Suite 710
Pasadena, California 91101
Attention: Amanda Shaw

If to Area Developer: Address set forth in Exhibit A or to such other address as such party may designate by ten days' advance written notice to the other party.

ARTICLE 12
SUBMISSION OF AD AGREEMENT

12.1 General. The submission of this AD Agreement does not constitute an offer and this AD Agreement shall become effective only upon the execution thereof by Franchisor and Area Developer.

ARTICLE 13
ADDITIONAL COVENANTS

13.1 Entity Area Developer Information. If Area Developer is an Entity, Area Developer represents and warrants that the information set forth in Exhibit C which is annexed hereto and by this reference made a part hereof, is accurate and complete in all material respects. Area Developer shall notify Franchisor in writing within ten days of any change in the information set forth in Exhibit C, and shall submit to Franchisor a revised Exhibit C, which shall be certified by Area Developer as true, correct and complete and upon acceptance thereof by Franchisor shall be annexed to this AD Agreement as Exhibit C. Area Developer promptly shall provide such additional information as Franchisor may from time to time request concerning all persons who may have any direct or indirect financial interest in Area Developer, including providing copies of all amendments to Area Developer's "**Entity Documents**" as defined in Exhibit C. Area Developer shall conduct no business other than the business contemplated hereunder and under any currently effective Franchise Agreement between Franchisor and Area Developer. The Entity Documents of Area Developer shall recite that the issuance and transfer of any interest therein is subject to the restrictions set forth in the AD Agreement and any Franchise Agreement executed pursuant thereto.

13.2 Operating Principal; Director of Operations; Multi-Unit Supervisor

13.2.1 The Operating Principal shall be principally responsible for communicating and coordinating with Franchisor regarding business, operational and other ongoing matters concerning this AD

Agreement and the Restaurants developed pursuant hereto. The Operating Principal shall have the full authority to act on behalf of Area Developer in regard to performing, administering or amending this AD Agreement and all Franchise Agreements executed pursuant hereto. Franchisor may, but is not required to, deal exclusively with the Operating Principal in such regards unless and until Franchisor's actual receipt of written notice from Area Developer of the appointment of a successor Operating Principal, who shall have been accepted by Franchisor.

13.2.2 Commencing on the date which Area Developer, directly or indirectly through one or more Affiliate(s), opens its second Restaurant within the Development Area, and at all times throughout the Term and the term of each Franchise Agreement executed pursuant hereto after such date, Area Developer shall employ and retain, or shall cause the Entity to which each Franchise Agreement is assigned in accordance with Section 7.1 hereof to employ and retain, an individual (the "**Director of Operations**") who shall be vested with the authority and responsibility for the day-to-day operations of all Restaurants owned or operated, directly or indirectly, by Area Developer within the Development Area. The Director of Operations shall, during the entire period he/she serves as such, unless otherwise agreed in writing by Franchisor devote 100% of his/her time and best efforts solely to operation of the all Restaurants owned or operated, directly or indirectly, by Area Developer in the Development Area and to no other business activities. The Director of Operations may, with the prior written consent of Franchisor, may be the same individual as the Operating Principal. The Director of Operations shall be responsible for all actions necessary to ensure that all Restaurants owned or operated, directly or indirectly, by Area Developer in the Development Area are operated in compliance with this AD Agreement, all Franchise Agreements therefor and the Blaze Standards Guidelines. If, during the Term hereof or any Franchise Agreement executed pursuant hereto, the Director of Operations is not able to continue to serve in such capacity or no longer qualifies to act as such in accordance with this Section, Area Developer shall promptly notify Franchisor and designate a replacement within 30 days after the Director of Operations ceases to serve.

13.2.3 Area Developer has the option, commencing on the date which Area Developer, directly or indirectly through one or more Affiliate(s), opens its 2nd Restaurant within the Development Area, to employ and retain, or shall cause the Entity to which each Franchise Agreement is assigned in accordance with Section 7.3 hereof to employ and retain, one or more individuals (each a "**Multi-Unit Supervisor**") vested with the authority and responsibility for the day-to-day supervision of two or more of the Restaurants owned or operated, directly or indirectly, by Area Developer within the Development Area. The Multi-Unit Supervisor shall, during the entire period he/she serves as such, unless otherwise agreed in writing by Franchisor devote 100% of his/her time and best efforts solely to operation of two or more of the Restaurants owned or operated, directly or indirectly, by Area Developer in the Development Area and to no other business activities. Multi-Unit Supervisors, if any, shall report to the Director of Operations.

13.2.4 Area Developer shall notify Franchisor in writing at least ten days prior to employing the Director of Operations and Multi-Unit Supervisor, if any, setting forth in reasonable detail all information reasonably requested by Franchisor. Franchisor's acceptance of the Operating Principal shall not constitute Franchisor's endorsement of such individual or a guarantee by Franchisor that such individual will perform adequately for Area Developer or its Affiliates, nor shall Franchisor be estopped from subsequently disapproving or otherwise challenging such person's qualifications or performance.

13.2.5 After Area Developer, directly or indirectly through one or more Affiliate(s), opens its 2nd Restaurant within the Development Area, neither the Operating Principal nor the Director of Operations may serve as the general manager of any Restaurant. Multi-Unit Supervisors, if any, may serve as the general manager of any Restaurant, provided he/she meets Franchisor's training and other requirements for general managers.

13.3 Business Practices. Area Developer represents, warrants and covenants to Franchisor that:

13.3.1 As of the date of this AD Agreement, Area Developer and each of its Owners (if Area Developer is an Entity) shall be and, during the Term shall remain, in full compliance with all applicable laws in each jurisdiction in which Area Developer or any of its Owners (if Area Developer is an Entity), as applicable, conducts business that prohibits unfair, fraudulent or corrupt business practices in the performance of its obligations under this AD Agreement and related activities, including the following prohibitions:

(a) No government official, official of an international organization, political party or official thereof, or candidate is an Owner or has any investment interest in the revenues or profit of Area Developer;

(b) None of the property or interests of Area Developer or any of its Owners is subject to being "blocked" under any Anti-Terrorism Laws. Neither Area Developer, nor any of its respective funding sources (including any legal or beneficial Owner of any Equity in Area Developer) or any of its Affiliates is or has ever been a terrorist or suspected terrorist within the meaning of the Anti-Terrorism Laws or identified by name or address on any Terrorist List. Each of Area Developer and its Owners are in compliance with Applicable Law, including all such Anti-Terrorism Laws;

(c) Neither Area Developer nor any of its Owners conducts any activity, or has failed to conduct any activity, if such action or inaction constitutes a money laundering crime, including any money laundering crime prohibited under the International Money Laundering Abatement and Anti-Terrorist Financing Act, as amended, and any amendments or successors thereto; and

(d) Area Developer is neither directly nor indirectly owned nor controlled by the government of any country that is subject to a United States embargo. Nor does Area Developer or its Owners act directly or indirectly on behalf of the government of any country that is subject to a United States embargo.

13.3.2 Area Developer has taken all necessary and proper action required by Applicable Law and has the right to execute this AD Agreement and perform under all of its terms. Area Developer shall implement and comply with anti-money laundering policies and procedures that incorporate "know-your-customer" verification programs and such other provisions as may be required by Applicable Law.

13.3.3 Area Developer shall implement procedures to confirm, and shall confirm, that (a) none of Area Developer, any person or Entity that is at any time a legal or beneficial Owner of any interest in Area Developer or that provides funding to Area Developer is identified by name or address on any Terrorist List or is an Affiliate of any person so identified; and (b) none of the property or interests of Area Developer is subject to being "blocked" under any Anti-Terrorism Laws.

13.3.4 Area Developer shall promptly notify Franchisor upon becoming aware of any violation of this Section or of information to the effect that any person or Entity whose status is subject to confirmation pursuant to Section 13.3.1(c) above is identified on any Terrorist List, any list maintained by OFAC or to being "blocked" under any Anti-Terrorism Laws, in which event Area Developer shall cooperate with Franchisor in an appropriate resolution of such matter.

13.3.5 In accordance with Applicable Law, none of Area Developer nor any of its Affiliates, principals, partners, officers, directors, managers, employees, agents or any other persons working on their behalf, shall offer, pay, give, promise to pay or give, or authorize the payment or gift of money or anything of value to any officer or employee of, or any person or Entity acting in an official capacity on behalf of, the Governmental Authority, or any political party or official thereof or while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any official, for the purpose of (a) influencing any action or decision of such official in his or its official capacity; (b) inducing such official to do or omit to do any act in violation of his or its lawful duty; or (c) inducing such official to use his or its influence with any Governmental Authority to affect or influence any act or decision of such Governmental Authority in order to obtain certain business for or with, or direct business to, any person.

13.3.6 The provisions of this Section shall not limit, restrain or otherwise affect any right or cause of action which may accrue to Franchisor for any infringement of, violation of, or interference with, this AD Agreement, or Franchisor's marks, System, trade secrets, or any other proprietary aspects of Franchisor's business.

ARTICLE 14
ACKNOWLEDGMENT

14.1 General

14.1.1 Area Developer acknowledges that it has carefully read this AD Agreement and all other related documents to be executed concurrently or in conjunction with the execution hereof, that it has obtained the advice of counsel in connection with entering into this AD Agreement, that it understands the nature of this AD Agreement, and that it intends to comply herewith and be bound hereby.

14.1.2 Franchisor expressly disclaims making, and Area Developer acknowledges that it or they have not received or relied on any warranty or guarantee, express or implied, as to the potential volume, profits, expenses, or success of the business venture contemplated by this AD Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this AD Agreement to be executed as of the first date set forth above.

"FRANCHISOR"

BLAZE PIZZA, LLC

By: ______________________________
Name: ______________________________
Title: ______________________________

"AREA DEVELOPER"

____
a(n) ______________________________

By: ______________________________
Name: ______________________________
Title: ______________________________

By: ______________________________
Name: ______________________________
Title: ______________________________

By: ______________________________
Name: ______________________________
Title: ______________________________

By: ______________________________
Name: ______________________________
Title: ______________________________

EXHIBIT A

DATA SHEET

1. **Effective Date**. The Effective Date set forth in the introductory paragraph of the AD Agreement is: ____________________, 20___.

2. **Area Developer**. The Area Developer set forth in the introductory paragraph of the AD Agreement is: ____, a ___________________________________.

3. **Expiration Date**. The Expiration Date set forth in Section 1.1 of the AD Agreement is the earlier of the date that the Development Obligation is fulfilled or ________________, 20__.

4. **Operating Principal**. The Operating Principal set forth in Section 1.1 of the AD Agreement shall be: ____.

5. **Notice Address**. The address for notices to Area Developer under Section 11.16 of the AD Agreement is: ____ ____

6. **Initial Development Fee**. The Initial Development Fee amount paid by Area Developer to Franchisor set forth in Section 5.1 of the AD Agreement is: $______________.

7. **Development Area**. The Development Area* is defined as the territory within the boundaries described below and as depicted on the following map:

*If the Development Area is defined by streets, highways, freeways or other roadways, or rivers, streams, or tributaries, then the boundary of the Development Area shall extend to the center line of each such street, highway, freeway or other roadway, or river, stream, or tributary.

(Signature Page Follows)

FRANCHISOR: **BLAZE PIZZA, LLC**	**AREA DEVELOPER:** ________________________________ Entity name (if any)
By: ________________________________	By: ________________________________
Printed Name: ________________________	Printed Name: ________________________
Title: ______________________________	Title: ______________________________

EXHIBIT B

DEVELOPMENT OBLIGATION

DEVELOPMENT PERIOD ENDING		CUMULATIVE NO. OF RESTAURANTS TO BE IN OPERATION
1	______________________________	_____________
2	______________________________	_____________
3	______________________________	_____________
4	______________________________	_____________
5	______________________________	_____________

FRANCHISOR:
BLAZE PIZZA, LLC

By: ____

Printed Name: ______________________________

Title: ______________________________________

AREA DEVELOPER:

____
Entity name (if any)

By: ____

Printed Name: ______________________________

Title: ______________________________________

EXHIBIT C

ENTITY INFORMATION

Area Developer represents and warrants that the following information is accurate and complete in all material respects:

(1) Area Developer is a (check as applicable):
[ ] corporation
[ ] limited liability company
[ ] general partnership
[ ] limited partnership
[ ] Other (specify): ___________________________

(2) Area Developer shall provide to Franchisor concurrently with the execution hereof true and accurate copies of its charter documents including Articles of Incorporation, Bylaws, Operating Agreement, Regulations Partnership Agreement, resolutions authorizing the execution hereof, and any amendments to the foregoing ("**Entity Documents**").

(3) Area Developer promptly shall provide such additional information as Franchisor may from time to time request concerning all persons who may have any direct or indirect financial interest in Area Developer.

(4) The name and address of each of Area Developer's Owners, members, or general and limited partner:

Name	Address	Number of Shares / % Interest

(5) There is set forth below the names, and addresses and titles of Area Developer's principal officers or partners who will be devoting their full time to the Business:

Name	Title	Address

(6) The address where Area Developer's Financial Records, and Entity Documents are maintained is:

____

____

____

APPENDIX 1

"**Additional Development Notice**" shall have the meaning set forth in Section 4.2 of this AD Agreement.

"**Additional Development Obligation**" shall have the meaning set forth in Section 4.3.2 of this AD Agreement.

"**Affiliate**" when used herein in connection with Franchisor or Area Developer, includes each person or Entity which directly, or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Franchisor or Area Developer, as applicable. Without limiting the foregoing, the term "Affiliate" when used herein in connection with Area Developer includes any Entity 10% or more of whose Equity or voting control, is held by person(s) or Entities who, jointly or severally, hold 10% or more of the Equity or voting control of Area Developer. For purposes of this definition, control of a person or Entity means the power, direct or indirect, to direct or cause the direction of the management and policies of such person or Entity whether by contract or otherwise. Notwithstanding the foregoing definition, if Franchisor or its Affiliate has any ownership interest in Area Developer, the term "Affiliate" shall not include or refer to the Franchisor or that Affiliate (the "**Franchisor Affiliate**"), and no obligation or restriction upon an "Affiliate" of Area Developer, shall bind Franchisor, or said Franchisor Affiliate or their respective direct/indirect parents or subsidiaries, or their respective officers, directors, or managers.

"**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States of America (or any successor Order), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001 (or any successor legislation) and all other present and future national, provincial, federal, state and local laws, ordinances, regulations, policies, lists, Orders and any other requirements of any Governmental Authority addressing or in any way relating to terrorist acts and acts of war.

"**Applicable Law**" means and includes applicable common law and all applicable statutes, laws, rules, regulations, ordinances, policies and procedures established by any Governmental Authority, governing the operation of a Restaurant, including all labor, immigration, disability, food and drug laws and regulations, as in effect on the Effective Date hereof, and as may be amended, supplemented or enacted from time to time.

"**Assignment**" shall mean and refer to any assignment, transfer, gift or other conveyance, voluntarily or involuntarily, in whole or in part, by operation of Applicable Law or otherwise, of any interest in this AD Agreement or any of Area Developer's rights or privileges hereunder or all of any substantial portion of the assets of the Licensed Restaurant, including the lease; provided, further, however, that if Area Developer is an Entity, each of the following shall be deemed to be an Assignment of this AD Agreement: (i) the sale, assignment, transfer, conveyance, gift, pledge, mortgage, hypothecation or other encumbrance of more than 49% in the aggregate, whether in one or more transactions, of the Equity or voting power of Area Developer, by operation of law or otherwise or any other event(s) or transaction(s) which, directly or indirectly, effectively changes control of Area Developer; (ii) the issuance of any securities by Area Developer which itself or in combination with any other transaction(s) results in the Owners, as constituted on the Effective Date, owning less than 51% of the outstanding Equity or voting power of Area Developer; (iii) if Area Developer is a Partnership, the resignation, removal, withdrawal, death or legal incapacity of a general partner or of any limited partner owning more than 49% of the Partnership Rights of the Partnership, or the admission of any additional general partner, or the transfer by any general partner of any of its Partnership Rights in the Partnership, or any change in the ownership or control of any general partner; (iv) the death or legal incapacity of any Owner owning more than 49% of the Equity or voting power of Area Developer; and (v) any merger, stock redemption, consolidation, reorganization, recapitalization or other transfer of control of the Area Developer, however effected.

"**Authorized Franchisor Products**" means the specific foods products, sauces, marinades and beverages and other food items and ancillary related products, which may include books, cups, coolers, hats, t-shirts and novelty items, as specified by Franchisor from time to time in the Blaze Standards Guidelines, or as otherwise directed by Franchisor in writing, for sale at the Restaurants , prepared, served, sold and/or manufactured in strict accordance with Franchisor's recipes, Standards and specifications, including specifications as to ingredients, brand names, preparation and presentation.

"**Blaze Standards Guidelines**" means Franchisor's library of operations and training manuals, including a managers tools binder, Blaze intranet and any other written directive related to the System, as the same may be amended and revised from time to time, including all bulletins, supplements and ancillary and additional manuals and written directives established by Franchisor as in effect and amended from time to time.

"**Competitive Activities**" means to, own, operate, lend to, advise, be employed by, or have any financial interest in: (i) any restaurant 10% or more of whose Gross Sales is derived from the sale of pizza, other than a Restaurant operated pursuant to a validly subsisting Franchise Agreement with Franchisor; or (ii) any business that specializes in developing, operating or franchising restaurants 10% or more of whose Gross Sales is derived from the sale of pizza, or (iii) any business engaged in the preparation, production or sale, at wholesale, of any pizza food product. Notwithstanding the foregoing, "**Competitive Activities**" shall not include the direct or indirect ownership solely as an investment, of securities of any Entity which are traded on any national securities exchange if applicable Owner thereof: (i) is not a controlling person of, or a member of a group which controls, such Entity and (ii) does not, directly or indirectly, own 5% or more of any class of securities of such Entity.

"**Default**" or "**default**" means any breach of, or failure to comply with, any of the terms or conditions of an agreement.

"**Development Area**" shall have the meaning set forth in Section 1.2.1 of this AD Agreement.

"**Development Period**" means each of the time periods indicated on Exhibit B during which Area Developer shall have the right and obligation to construct, equip, open and thereafter continue to operate Restaurants in accordance with the Development Obligation.

"**Development Obligation**" shall mean the Area Developer's right and obligation to construct, equip, open and thereafter continue to operate at sites within the Development Area the cumulative number of Restaurants set forth in Exhibit B hereto within each Development Period and, if applicable, within the geographic areas specified therein.

"**Director of Operations**" shall have the meaning set forth in Section 13.2.2 of this AD Agreement.

"**Entity**" means any limited liability company, Partnership, trust, association, corporation or other Entity which is not an individual.

"**Equity**" means capital stock, membership interests, Partnership Rights or other Equity ownership interests of an Entity.

“**Franchise Agreement**” means the form of agreement prescribed by Franchisor and used to grant to Area Developer the right to own and operate a single Restaurant in the Development Area, including all exhibits, riders, guarantees or other related instruments, all as amended from time to time.

“**Franchise Disclosure Document**” shall have the meaning set forth in Section 6.2.3.

“**Force Majeure**” means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe); strikes, lockouts or other industrial disturbances; war, terrorist acts, riot, or other civil disturbance; epidemics; or other similar forces which Area Developer could not by the exercise of reasonable diligence have avoided; provided however, that neither an act or failure to act by a Governmental Authority, nor the performance, non-performance or exercise of rights under any agreement with Area Developer by any lender, landlord, or other person shall be an event of Force Majeure hereunder, except to the extent that such act, failure to act, performance, non-performance or exercise of rights results from an act which is otherwise an event of Force Majeure. For the avoidance of doubt, Area Developer’s financial inability to perform or Area Developer’s insolvency shall not be an event of Force Majeure hereunder.

“**Governmental Authority**” means and includes all federal, state, county, municipal and local governmental and quasi-governmental agencies, commissions and authorities.

“**Initial Franchise Fee**” shall is the fee paid to open each individual Restaurant as such term is defined in the Franchise Agreement.

“**Multi-Unit Supervisor**” shall have the meaning set forth in Section 13.2.3 of this AD Agreement.

“**Non-Traditional Venues**” means a facility operated under the Franchisor’s marks located within another primary business or in conjunction with other businesses or at institutional settings, including toll roads, train stations, amusement parks, travel stations, hotels and motels, ships, ports, piers, casinos, stadiums, airports, theaters, big-box retailers, building supply stores, warehouse club stores, colleges and universities, schools, outlet malls, hospitals, military and other governmental facilities, office or in-plant food service facilities, shopping mall food courts operated by a master concessionaire, grocery stores, supermarkets and convenience stores and any site for which the lessor, owner or operator thereof shall have indicated its intent to prefer or limit the operation of its food service facilities to a master concessionaire or contract food service provider.

“**Operating Principal**” shall have the meaning set forth in Section 1.1 of this AD Agreement and is the person identified in Exhibit A to this AD Agreement.

“**Owner**” means any direct or indirect shareholder, member, general or limited partner, trustee, or other Equity owner of an Entity, except, that if Franchisor or any Affiliate of Franchisor has any ownership interest in Area Developer, the term “Owner” shall not include or refer to the Franchisor or that Affiliate or their respective direct and indirect parents and subsidiaries, and no obligation or restriction upon the “Area Developer”, or its Owners shall bind Franchisor, said Affiliate or their respective direct and indirect parents and subsidiaries or their respective officers, directors, or managers.

“**Partnership**” means any general partnership, limited partnership or limited liability partnership.

“**Partnership Rights**” means voting power, property, profits or losses, or partnership interests of a Partnership.

“**Restaurant**” shall have the meaning set forth in Recital A of this AD Agreement.

"**Restricted Persons**" means the Area Developer, and each of its Owners and Affiliates, and the respective officers, directors, managers, and Affiliates of each of them, and the spouse and family members who live in the same household of each of the foregoing who are individuals.

"**ROFR**" shall have the meaning set forth in Section 7.3.4 of this AD Agreement.

"**ROFR Period**" shall have the meaning set forth in Section 7.3.4 of this AD Agreement.

"**Site Review Request**" shall have the meaning set forth in Section 6.1.1 of this AD Agreement.

"**Standards**" mean Franchisor's then-current specifications, standards, policies, procedures and rules prescribed for the development, ownership and operation of Restaurants.

"**System**" means the Franchisor's operating methods and business practices related to its Restaurants, and the relationship between Franchisor and its area developers, including interior and exterior Restaurant designs; other items of trade dress; specifications of equipment, fixtures, and uniforms; defined product offerings and preparation methods; standard operating and administrative procedures; restrictions on ownership; management and technical training programs; and marketing and public relations programs; all as Franchisor may modify the same from time to time.

"**Term**" shall have the meaning set forth in Section 4.1 of this AD Agreement.

"**Terrorist Lists**" means all lists of known or suspected terrorists or terrorist organizations published by any U.S. Government Authority, including U.S. Treasury Department's Office of Foreign Asset Control ("**OFAC**"), that administers and enforces economic and trade sanctions, including against targeted non-U.S. countries, terrorism sponsoring organizations and international narcotics traffickers.

"**Then-current**" as used in this AD Agreement and applied to the Franchise Disclosure Document, an area development agreement and a Franchise Agreement shall mean the form then currently provided by Franchisor to similarly situated prospective franchisees, or if not then being so provided, then such form selected by the Franchisor in its discretion which previously has been delivered to and executed by a licensee or franchisee of Franchisor.

"**Traditional Restaurant**" means a business premises that exists primarily as a Restaurant, excluding any Restaurant at a Non-Traditional Venue. A Traditional Restaurant may also have other types of Franchisor-approved co-branded business located in it, but in such case the Restaurant is the primary business.

EXHIBIT E

MASTER FRANCHISE AGREEMENT FOR NON-TRADITIONAL LOCATIONS

BLAZE PIZZA, LLC

MASTER FRANCHISE AGREEMENT
FOR NON-TRADITIONAL LOCATIONS

TABLE OF CONTENTS

BLAZE PIZZA
MASTER FRANCHISE AGREEMENT (NON-TRADITIONAL)

THIS **MASTER FRANCHISE AGREEMENT FOR NON-TRADITIONAL LOCATIONS** ("**Agreement**" or "**Master Agreement**") is made on the effective date identified in Attachment A to this Agreement (the "**Effective Date**") by and between Blaze Pizza, LLC, a California limited liability company (the "**Franchisor**") and the franchisee identified in Attachment A to this Agreement ("**Franchisee**").

A. Franchisor has the right to sublicense the "Blaze Pizza" and "Fast Fire'd" names and service marks, and such other trademarks, service marks, logo types and commercial symbols as Franchisor may from time to time authorize or direct Franchisee to use in connection with the operation of the Non-Traditional Restaurant (the "**Marks**").

B. Franchisor and/or an Affiliate of Franchisor have developed and continue to develop, and Franchisor owns or has the right to sublicense, a system for the operation of fast-casual Restaurants specializing in the sale of build-your-own, artisan style pizzas and other authorized foods and beverages, pursuant to the Franchisor's System, which includes, among other things, distinctive recipes, preparation techniques, product specifications, signs, trade secrets and other confidential information, architectural designs, trade dress, layout plans, uniforms, equipment specifications, inventory and marketing techniques.

C. Franchisee desires to obtain the license and franchise to operate a single Blaze Pizza restaurant, located in a Non-Traditional Venue (a "**Non-Traditional Restaurant**") under the Marks and in strict accordance with the System, and the standards and specifications established by Franchisor; and Franchisor is willing to grant Franchisee such license and franchise under the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Certain Fundamental Definitions. In addition to those terms defined in the body of this Agreement, many of the capitalized terms contained in this Agreement are defined in Appendix 1.

ARTICLE 2
GRANT

2.1 Grant.

2.1.1 Franchisor hereby awards Franchisee, and Franchisee hereby accepts, the right, license and obligation, during the Term, to use and display the Marks, and to use the System, to operate one Non-Traditional Restaurant at, and only at, the Location (as defined by Section 2.4) upon the terms and subject to the provisions of this Agreement and all ancillary documents hereto. Upon signing this Agreement, Franchisee and Franchisor shall execute its first "**Non-Traditional Rider**" (attached as Attachment C). Each Non-Traditional Rider executed by Franchisor and Franchisee shall provide Franchisee with the opportunity to open one Non-Traditional Restaurant. Franchisee shall have no rights to enter into additional Non-Traditional Riders without the prior written consent of Franchisor, which Franchisor may withhold in its sole discretion. Subject to Franchisor's consent, Franchisee and

Franchisor shall execute an additional Non-Traditional Rider for each additional Non-Traditional Restaurant to be developed under this Agreement. Each Non-Traditional Restaurant may only be operated at the Location set forth in the respective Non-Traditional Rider. If Franchisee has signed more than one Non-Traditional Rider under this Agreement, then references to the "Non-Traditional Restaurant" in this Agreement shall refer to each Non-Traditional Restaurant operated by Franchisee under this Agreement. Franchisee acknowledges and agrees that Franchisor may, in its sole discretion, require future Non-Traditional Restaurants to be opened under Franchisor's then-current form of franchise agreement, master franchise agreement or non-traditional franchise agreement, which may be materially different from this Agreement.

2.1.2 Franchisee may only offer, sell or provide delivery services or Catering services in such areas as Franchisor may from time to time expressly authorize in writing, only if and for so long as Franchisor may consent in writing, which may be granted or denied in Franchisor's sole discretion and be subject to such terms and conditions as Franchisor may establish from time to time. If such prior written consent is granted, in addition to such other conditions and restrictions as Franchisor may impose, Franchisee shall at all times provide such delivery and/or Catering services in strict accordance with Franchisor's standards, specifications and policies regarding the same, as may be amended from time to time. Such standards, specifications and policies may include, without limitation, restrictions regarding the types of products and services Franchisee may offer and the geographic area in which Franchisee may provide such delivery and/or Catering services.

2.2 No Sublicensing Rights. Franchisee shall not sublicense, sublease, subcontract or enter any management agreement providing for, the right to operate the Non-Traditional Restaurant or to use the System granted pursuant to this Agreement.

2.3 No Territorial Rights.

2.3.1 The franchise and license and other rights granted in this Agreement are for the Location only at the specific numbered street address at which the Non-Traditional Restaurant shall be physically located and Franchisee acknowledges the franchise and license granted to Franchisee under this Agreement is nonexclusive and it has no territorial protection under this Agreement.

2.3.2 The license granted to the Franchisee under this Agreement is nonexclusive and Franchisor expressly reserves all other rights including, the exclusive, unrestricted right, in its discretion, directly and indirectly, itself and through its employees, Affiliates, representatives, franchisees, licensees, assigns, agents and others:

(a) to own or operate, and to license others (which may include its Affiliates) to own or operate: (i) "Blaze Pizza" Restaurants at any location regardless of proximity to the Non-Traditional Restaurant developed pursuant hereto; (ii) "Blaze Pizza" Restaurants at Non-Traditional Venues at any location, and of any type whatsoever, and regardless of proximity to the Non-Traditional Restaurant developed pursuant hereto; and (iii) restaurants or other businesses operating under names other than "Blaze Pizza" at any location, and of any type whatsoever, regardless of their proximity to the Non-Traditional Restaurant developed pursuant hereto;

(b) to produce, license, distribute and market "Blaze Pizza" brand products, including pre-packaged food items, dressings and other food and beverage products; books; clothing; souvenirs and novelty items through any outlet (regardless of its proximity to the Non-Traditional Restaurant opened pursuant hereto), including grocery stores, supermarkets and convenience stores and through any distribution channel, at wholesale or retail, including by means of the Internet or Internet website, mail order catalogs, direct mail advertising, delivery, Catering and other distribution methods; and to advertise and promote the System through any means, including the Internet; and

(c) to acquire, or be acquired by, any competing system, including a competing system.

2.4 Host Facility. If indicated in the Non-Traditional Rider, the Non-Traditional Restaurant shall be located within or adjacent to a host facility ("**Host Facility**"), which shall be described in the Non-Traditional Rider. If the placement and operation of the Non-Traditional Restaurant in or in connection with the Host Facility requires the consent of any third party, such as the owner, operator and/or licensor of the Host Facility, Franchisee must obtain such consent in writing (and provide a copy thereof to Franchisor), and such consent is a condition precedent to the grant of Franchisee's right to establish and operate the Non-Traditional Restaurant. The location ("**Location**") will be strictly limited to the physical area within the Host Facility occupied by the Non-Traditional Restaurant. The Location cannot, and will not under any circumstances, be defined as a geographic area or be described in terms other than a specific location within the Host Facility. During the term of this Agreement, the Location shall be used exclusively to operate a Non-Traditional Restaurant. If the Non-Traditional Location is within a Host Facility, Franchisor has approved the Location and facility identified on Attachment C. Franchisee acknowledges and warrants that Franchisor's consent to the Location and, if applicable, the Host Facility do not constitute a guarantee, recommendation or endorsement of the Location or Host Facility and that the success of the Non-Traditional Restaurant to be operated at the Location depends upon, among other things, Franchisee's abilities as an independent businessperson.

ARTICLE 3
TERM OF THE AGREEMENT

3.1 Term. The term of this Agreement ("**Term**") shall commence on the Effective Date and shall expire on the Rider Expiration Date set forth in the first Non-Traditional Rider executed under this Agreement, unless sooner terminated or extended pursuant hereto. The Term of this Agreement may be mutually extended by the parties upon execution of subsequent Non-Traditional Riders, in which case the Expiration Date shall be the latest Rider Expiration Date amongst the Non-Traditional Riders then in effect. Each Non-Traditional Rider shall expire upon its respective Rider Expiration Date set forth therein unless sooner terminated. If Applicable Law requires that Franchisor give notice to Franchisee prior to the expiration of the Term, this Agreement or the respective Non-Traditional Rider shall remain in effect on a week-to-week basis until Franchisor has given the notice required by such Applicable Law.

ARTICLE 4
PAYMENTS

4.1 Master Franchise Fee. Franchisee shall pay to Franchisor the Master Franchise Fee set forth in Attachment A. The Master Franchise Fee shall allow Franchisee the right to enter into this Agreement and to execute the first Non-Traditional Rider. The Master Franchise Fee is non-refundable, in whole or in part, under any circumstances. The Master Franchise Fee is in consideration of all of Franchisor's pre-opening assistance that Franchisor provides to allow Franchisee to open the first Non-Traditional Restaurant and Franchisor's lost or deferred opportunity to enter into this Agreement with others.

4.2 Additional Restaurant Fee. Franchisor reserves the right in its sole discretion to allow Franchisee to enter into additional Non-Traditional Riders to open additional Non-Traditional Restaurants under this Agreement. Franchisor shall not be deemed to have consent to Franchisee's establishment of any additional Non-Traditional Rider, unless Franchisor and Franchisee execute a separate Non-

Traditional Rider, and Franchisee pays Franchisor its then-current additional fee for each Non-Traditional Restaurant ("**Additional Restaurant Fee**") in the manner set forth in the Non-Traditional Rider.

4.3 Continuing Royalty. Franchisee shall pay to Franchisor each Week during the Term, as provided in Section 4.5, a continuing royalty (the "**Continuing Royalty**") equal to 5% of Franchisee's Gross Sales during the preceding Week. The Continuing Royalty is an ongoing payment that allows Franchisee to use the Marks and the other intellectual property of the System.

4.4 Creative Fee. Franchisee shall pay to Franchisor each Week during the Term, as provided in Section 4.5, a creative fee equal to 2% of Franchisee's Gross Sales during the preceding Week ("**Creative Fee**"). Franchisor shall contribute the Creative Fee to the Creative Fund to be administered in the manner provided in Section 8.2 of this Agreement (the "**Creative Fund**").

4.5 Manner of Payment. Franchisee shall calculate the Continuing Royalty and Creative Fee due to Franchisor as prescribed above and cause Franchisor to receive payment of all Continuing Royalties, Creative Fees, and all other amounts then owed to Franchisor, together with a statement of Franchisee's Gross Sales for the applicable Week (certified as complete and accurate by a duly authorized representative of Franchisee), by no later than the Wednesday following such Week. The statement may be provided by software approved by Franchisor. In the event that the software is not functioning or this feature is not available, Franchisee shall prepare and submit the required reports manually.

4.6 EFT and Pre-Authorized Payments.

4.6.1 Franchisee, at Franchisee's sole cost and expense, shall instruct its bank to pay the amount of its Continuing Royalty, Creative Fee and other fees directly to Franchisor from Franchisee's account, by electronic funds transfer or such other automatic payment mechanism which Franchisor may designate ("**EFT**") and upon the terms and conditions set forth in the Blaze Standards Guidelines, and promptly upon Franchisor's request, Franchisee shall execute or re-execute and deliver to Franchisor such pre-authorized check forms and other instruments or drafts required by Franchisor's bank, payable against Franchisee's bank account, to enable Franchisor to draw Franchisee's Continuing Royalty, Creative Fees and other sums payable under the terms of this Agreement. Franchisee shall also, in addition to those terms and conditions set forth in the Blaze Standards Guidelines, maintain a single bank account for such payments and shall maintain such minimum balance in such account as Franchisor may reasonably specify from time to time. Franchisee shall not alter or close such account except upon Franchisor's prior written approval. Any failure by Franchisee to implement such EFT system in strict accordance with Franchisor's instructions shall, without limiting the materiality of any other default of this Agreement, constitute a material default of this Agreement.

4.6.2 If Franchisee is delinquent more than three times in any continuous 12 month period during the Term in the reporting or payment of its Continuing Royalty, Creative Fees or other fees, or of other sums due to Franchisor or to its Affiliates including on account of the purchase of goods or services, or fails to report its sales on a timely basis, Franchisor may require Franchisee to implement a system prescribed by Franchisor which shall permit Franchisor unilaterally to estimate and draw down the amounts owed by Franchisee, which system may include EFT systems, automatic debits, use of Franchisee pre-authorized checks, other instruments or authority or any other arrangement Franchisor may prescribe. Franchisor may base its estimates of Creative Fees, Continuing Royalties and similar payments which are calculated based on Gross Sales, on Franchisee's historically reported Gross Sales. Franchisee shall, without limiting the materiality of any other default of this Agreement, promptly implement such system in strict accordance with Franchisor's instructions and failure to do so shall constitute a material default of this Agreement.

4.7 Other Payments. In addition to all other payments provided herein, Franchisee shall pay to Franchisor, its Affiliates and designees, as applicable, promptly when due:

4.7.1 All amounts advanced by Franchisor or which Franchisor has paid, or for which Franchisor has become obligated to pay on behalf of Franchisee for any reason whatsoever.

4.7.2 The amount of all sales taxes, use taxes, personal property taxes and similar taxes, which shall be imposed upon Franchisee and required to be collected or paid by Franchisor (a) on account of Franchisee's Gross Sales, or (b) on account of Continuing Royalties, Creative Fees. Master Franchise Fees or Additional Restaurant Fees collected by Franchisor from Franchisee (but excluding ordinary income taxes). Franchisor, in its discretion, may collect the taxes in the same manner as Continuing Royalties are collected herein and promptly pay the tax collections to the appropriate Governmental Authority; provided, however, that unless Franchisor so elects, it shall be Franchisee's responsibility to pay all sales, use or other taxes now or hereinafter imposed by any Governmental Authorities on Continuing Royalties, Master Franchise Fees, Additional Restaurant Fees or Creative Fees.

4.7.3 All amounts due for any reason, including on account of purchases of goods, supplies or services relating to the Non-Traditional Restaurant.

4.8 Application of Funds. If Franchisee shall be delinquent in the payment of any obligation to Franchisor hereunder, or under any other agreement with Franchisor, Franchisor shall have the absolute right to apply any payments received from Franchisee to any obligation owed, whether under this Agreement or otherwise, including to Franchisee's vendors, Suppliers and landlord, notwithstanding any contrary designation by Franchisee as to application.

4.9 Interest and Charges for Late Payments. If Franchisee shall fail to pay to Franchisor the entire amount of the Continuing Royalty, Creative Fee and all other sums owed to Franchisor or its Affiliates promptly when due, Franchisee shall pay, in addition to all other amounts which are due but unpaid, a $100 late fee per occurrence, plus interest on the unpaid amounts, from the due date thereof, at the daily equivalent of 12% per year simple interest or the highest rate allowable under applicable law, whichever is less. If any check, draft, electronic transfer, or otherwise is unpaid because of insufficient funds or otherwise, then Franchisee shall also pay Franchisor a fee of $50 per occurrence.

4.10 Payment Methods and Frequencies. Franchisor has the right to periodically specify (in the Blaze Standards Guidelines or otherwise in writing) different payees, payment frequencies and/or payment methods, such as, but not limited to, weekly/biweekly/monthly payment, payment by auto-draft, credit card and payment by check upon 30 days' written notice to Franchisee.

ARTICLE 5
CONSTRUCTION AND COMMENCEMENT OF BUSINESS

5.1 Location. Franchisee's Non-Traditional Restaurant shall be located at the Location.

5.1.1 The Location shall be identified in the Non-Traditional Rider.

5.1.2 Franchisee may wish to place bids in one or more requests for proposals from third parties relating to the development, management and operation of food service businesses which if successful within a Non-Traditional Venue (each an "**RFP**"), which might lead to the establishment of a Non-Traditional Restaurant. Franchisee must obtain Franchisor's prior written consent before submitting or participating in a bid that includes the proposed development of a Non-Traditional Restaurant in response to any RFP, which consent Franchisor shall have an absolute right to withhold. If

Franchisor provides Franchisee written authorization to submit a bid including a Non-Traditional Restaurant in response to any RFP, Franchisor and Franchisee shall cooperate in good faith in negotiations towards any agreement entered into between Franchisee and any third party in connection with the RFP. Franchisee will have ultimate responsibility for preparing any such proposal upon receipt of a RFP and such proposal must be submitted to Franchisor for review and consent prior to responding to the RFP, together with a Site Review Request (defined in Section 5.1.3). Franchisee acknowledges and agrees that Franchisor may consent to Franchisee, and one or more other existing and potential System franchisees, submitting or participating in bids in response to the very same RFP. Upon or prior to the award of any proposal to Franchisee, Franchisee shall enter into the Non-Traditional Rider for the Non-Traditional Location.

5.1.3 Franchisee shall locate one or more proposed sites which meet Franchisor's then-current standards and specifications. Franchisee shall submit to Franchisor such demographic and other information regarding each proposed site and neighboring areas as Franchisor shall require, in the form prescribed by Franchisor ("**Site Review Request**"). Franchisor may seek such additional information as it deems necessary within 14 days of submission of Franchisee's Site Review Request, and Franchisee shall respond promptly to such request for additional information. If Franchisor does not deliver written notice of acceptance of the proposed site within 14 days after receipt of Franchisee's fully and accurately completed Site Review Request, or within 14 days after receipt of such additional requested information, whichever is later, the site shall be deemed rejected. If the Franchisor accepts the proposed site it shall notify Franchisee of its acceptance of the site and Franchisee shall execute a Non-Traditional Rider and concurrently pay Franchisor the Additional Restaurant Fee, if applicable. Unless waived by Franchisor in whole or in part, upon submitting a fourth or subsequent Site Review Request to Franchisor for review, Franchisee shall reimburse Franchisor for all costs and expenses of Franchisor incurred in reviewing the Site Review Requests, including payment to consultants and agents retained by Franchisor to assist in conducting such review and including a reasonable allocation of overhead and administrative expenses.

5.1.4 Promptly following Franchisor's acceptance of a proposed site, Franchisee shall proceed to negotiate a Lease or purchase agreement for the Location and shall submit to Franchisor a copy of the proposed Lease or purchase agreement, as applicable. Franchisee shall not enter into any Lease or purchase agreement for the Location unless and until Franchisor consents to Franchisee doing so.

5.1.5 Franchisee shall begin operating each Non-Traditional Restaurant within 12 months after execution of the respective Non-Traditional Rider.

5.1.6 Franchisee may not conduct any activities associated with Franchisor or the Marks at any location except for operating the Non-Traditional Restaurant in accordance with this Agreement, or other agreement with Franchisor.

5.1.7 Franchisee may not relocate the Non-Traditional Restaurant without Franchisor's prior written consent, for which among other conditions, Franchisor may impose a relocation fee equal to 50% of the then-current Additional Restaurant Fee. If Franchisor consents to Franchisee's relocation of a Non-Traditional Restaurant, Franchisee shall de-identify the former Location in the manner described in Section 15.1 of this Agreement with respect to Franchisee's obligations upon termination and expiration, and shall reimburse and indemnify and hold Franchisor harmless from any direct and indirect losses, costs and expenses, including attorney's fees, arising out of Franchisee's failure to do so.

5.2 Franchisor Site Selection Assistance. Franchisor is not required to visit any potential location. However, Franchisor may voluntarily (without obligation) assist Franchisee in obtaining or evaluating an acceptable location. Neither Franchisor's said assistance, if any, its acceptance of Franchisee's proposed site, nor its acceptance of the proposed Lease or purchase agreement shall be construed to insure or guarantee the profitable or successful operation of the Non-Traditional Restaurant by Franchisee, and Franchisor hereby expressly disclaims any responsibility therefore. Franchisor's acceptance of a proposed location is solely an indication that the proposed location meets Franchisor's minimum standards and specifications at the time of acceptance and such acceptance shall not be construed as any express or implied representation or warranty that the Location will be profitable or successful. Franchisee acknowledges its sole responsibility for finding the Location. Franchisee acknowledges its sole responsibility for finding the site for the Non-Traditional Restaurant it develops pursuant to this Agreement.

5.3 Lease or Purchase of Location.

5.3.1 If the Location is leased or subleased, (i) the Lease shall name Franchisee as the sole lessee thereunder and may not be assigned or sublet without Franchisor's prior written consent; (ii) Franchisor shall have the right to review and accept or reject the Lease, a true and correct copy of which shall be delivered to Franchisor at least 15 days prior to the execution thereof; (iii) Franchisee shall neither create nor purport to create any obligations on behalf of Franchisor, nor grant or purport to grant to the lessor thereunder any rights against Franchisor, nor agree to any other term, condition, or covenant which is inconsistent with any provision of this Agreement; (iv) the Lease shall be for a term (including options) which is not less than the Term of the Non-Traditional Rider, unless Franchisor shall approve, in writing, a shorter term of the Lease; (v) the Lease shall not contain a non-competition covenant which purports to restrict the Franchisor, or any franchisee or licensee of the Franchisor (or its Affiliates), from anywhere operating a Non-Traditional Restaurant or any other retail establishment, unless such covenant is approved by the Franchisor in writing prior to the execution of the Lease; (vi) Franchisee shall duly and timely perform all of the terms, conditions, covenants and obligations imposed upon Franchisee under the Lease; and (vii) a fully executed copy of said Lease, in the form and on the terms previously accepted by Franchisor, shall be delivered to Franchisor promptly following the execution thereof and upon Franchisor's request. Franchisor may condition its acceptance of the Lease, on (a) the Lease granting Franchisor (or its designee) the right at its option to assume the Lease and succeed to Franchisee's rights under the Lease (or enter into a substitute Lease) on the same terms, upon Franchisee's default thereunder, or hereunder, and upon Franchisee's non-exercise of any renewal or extension rights or options in the Lease; (b) Landlord agreeing not change the traffic flow around the Premises; not to permit the erection of signs or structures which obstruct the view of the Premises or its signage; not to permit any assignment, subleased, modification or amendment without Franchisor's prior written consent; (c) Landlord agreeing to maintain common areas on a consistent basis; to prohibit other restaurants specializing in pizza for on-site consumption in the same commercial facility or complex containing the Location; to require the Premises shall be constructed and improved pursuant to this Master Agreement; and to disclose to Franchisor, upon Franchisor's request, all sales and other information furnished to the Landlord by Franchisee; and (d) Landlord agreeing that upon expiration or termination of the Lease for any reason, Franchisee must remove all of the Marks from the Location and Premises and modify the decor of the Location so that it no longer resembles, in whole or in part, a Non-Traditional Restaurant. Franchisor's review and acceptance of the Lease is solely for Franchisor's benefit and is solely an indication that the Lease meets Franchisor's minimum standards and specifications at the time of acceptance for the Lease (which may be different than the requirements of this Agreement) such review and acceptance shall not be construed as any express or implied representation or warranty that the Lease complies with Applicable Law or represents a lease transaction that is fair or in Franchisee's best interest.

5.3.2 If Franchisor or its designee elects to succeed to Franchisee's rights under the Lease, as aforesaid, Franchisee shall assign to Franchisor or such designee all of its right, title and interest in and to the Lease, whereupon the lessor thereunder shall attorn to Franchisor or such designee as the tenant thereunder. Franchisee shall execute and deliver to Franchisor or such designee such assignment and take such further action as Franchisor or such designee, as applicable, in its sole and absolute discretion, may deem necessary or advisable to effect such assignment, within ten days after written demand by Franchisor or such designee to do so, and upon Franchisee's failure to do so, Franchisor or such designee shall be, and hereby is, appointed Franchisee's attorney in fact to do so. This power of attorney granted by Franchisee to Franchisor and such designee is a special power of attorney coupled with an interest and is irrevocable and shall survive the death or disability of Franchisee (or its principals). Any sum expended by Franchisor or such designee to cure Franchisee's breach of the Lease shall be deemed additional sums due Franchisor hereunder and Franchisee shall pay such amount to Franchisor upon demand. The covenants of Franchisee contained in this Section 5.3 shall survive the termination of this Agreement. Franchisor's acceptance of the Lease shall not constitute Franchisor's assurance that the terms of the Lease are favorable to Franchisee, or that the location will be successful.

5.3.3 Franchisee hereby authorizes Franchisor to communicate with the lessor under the Lease (and hereby authorizes such lessor to communicate with Franchisor) for any purpose, including de-identification of the Location following the termination or expiration of this Agreement, Franchisee's sales, Franchisee's defaults under this Agreement or the Lease and negotiating a lease for the Location commencing following the termination or expiration of the Franchisee's Lease, Non-Traditional Rider, or this Master Agreement.

5.4 Construction.

5.4.1 Following the Effective Date of each Non-Traditional Rider and before the renovation or construction of the Non-Traditional Restaurant at the Location, Franchisor shall provide Franchisee with copies of Franchisor's specifications for the design and layout of the Non-Traditional Restaurant and required fixtures, equipment, furnishings, decor, trade dress, and signs. Franchisee shall at its sole cost and expense promptly cause the Location and Non-Traditional Non-Traditional Restaurant to be constructed, equipped and improved in accordance with such standards and specifications, unless Franchisor shall, in writing, agree to modifications thereof. Franchisee must designate a project coordinator whom Franchisor has approved prior to beginning development of the Non-Traditional Restaurant, the cost of whom shall be borne by Franchisee. Except as otherwise provided in Section 5.4.2, Franchisee shall hire qualified licensed architects, engineers and general contractors of its own selection, and at its sole cost and expense, to prepare such architectural, engineering and construction drawings and site plans, and to obtain all Permits required to construct, remodel, renovate, and/or equip the Non-Traditional Restaurant and Premises. All such plans, and modifications and revisions thereto, shall be submitted to Franchisor for its prior review and acceptance before Franchisee's commencement of construction (within 120 days after Effective Date of such Non-Traditional Rider, unless Franchisor otherwise agrees in writing). If Franchisor shall not deliver written notice to Franchisee that Franchisor accepts such design criteria, the design criteria shall be deemed rejected.

5.4.2 Franchisee must retain one of Franchisor's designated architects to create Franchisee's preliminary floorplan at Franchisee's sole expense, or one of Franchisor's design managers will create a preliminary floorplan for Franchisee at no cost to Franchisee. Franchisee may choose to retain one of Franchisor's designated architects or another architect Franchisor approves to prepare Franchisee's construction documents. Upon completion of Franchisee's construction documents, if Franchisee has chosen not to use Franchisor's designated architects, Franchisor will require Franchisee to employ Franchisor's designated architect to review and approve the construction documents at Franchisee's expense. Franchisor's designer will also review the construction documents and provide input on the placement of trade dress elements, general restaurant layout and other input as deemed appropriate at no charge to Franchisor. Franchisee's construction documents will be deemed rejected until Franchisor has notified Franchisee in writing that they have been approved.

5.4.3 Franchisor has the right, but not the obligation, to perform inspections of the Non-Traditional Restaurant and Premises during construction and after construction to ensure that the Non-Traditional Restaurant is built in accordance with the drawings and specifications accepted by Franchisor, and all fixtures, signs, furnishings and equipment are in compliance with Franchisor's standards and specifications. Franchisee may not open the Non-Traditional Restaurant for business until Franchisee has received written authorization to open from Franchisor, which authorization may be conditional and subject to Franchisor's satisfactory inspection of the Non-Traditional Restaurant.

5.4.4 Franchisee may from time to time request additional information regarding the design and construction of the Non-Traditional Restaurant, which, if in the possession of Franchisor, shall be provided at no expense to Franchisee. Upon request, Franchisor shall provide additional site visits, project management, design work and equipment purchasing services to Franchisee at Franchisee's sole cost.

5.4.5 Subject only to Force Majeure (provided that Franchisee continuously complies with Section 5.4.7 of this Agreement), Franchisee shall complete construction or renovation, as the case may be, of the Location, the Non-Traditional Restaurant and all improvements therein, including installation of all fixtures, signs, equipment and furnishings as soon as possible, but in any event within six months after commencement of construction, unless Franchisor consents in writing to a longer period of time. The operation of the Non-Traditional Restaurant by Franchisee shall commence not later than 12 months following the Effective Date of the Non-Traditional Rider tied to such Non-Traditional Restaurant.

5.4.6 The time periods for the commencement and completion of construction and the installation of fixtures, signs, machinery and equipment as referred to in this Section 5.4 are of the essence of this Agreement. If Franchisee fails to perform its obligations contained in this Section, the Franchisor may, without limiting the materiality of any other default of this Agreement, deem the Franchisee's failure to so perform its obligations to constitute a material default of the Non-Traditional Rider or this Agreement.

5.4.7 In the event of the occurrence of an event which Franchisee claims to constitute Force Majeure, Franchisee shall provide written notice to Franchisor in writing within five days following commencement of the alleged Force Majeure which notice shall include the words "Force Majeure" and explicitly describe the specific nature and extent of the Force Majeure, and how it has impacted Franchisee's performance hereunder. Franchisee shall provide Franchisor with continuous updates (no less frequently than once each week) on Franchisee's progress and diligence in responding to and overcoming the Force Majeure, and shall notify Franchisor immediately upon cessation of such Force Majeure, and provide all other information as may be requested by Franchisor. If Franchisee shall fail to notify Franchisor of any alleged Force Majeure within said five days, or shall fail to provide any such updates during the continuance of the alleged Force Majeure, Franchisee shall be deemed to have waived the right to claim such Force Majeure.

5.4.8 Franchisor's acceptance of Franchisee's plans and specifications for the Location, Franchisor's guidance with the development of the Location, and Franchisor's authorization to open the Non-Traditional Restaurant are to assure that Franchisee complies with Franchisor's standards and specifications, and shall not be construed as any express or implied representation or warranty that the Location complies with any Applicable Laws, codes or regulations or that the construction is sound or free from defects. Franchisor's criteria for acceptance or rejection do not encompass technical, architectural or engineering considerations. Franchisor will have no liability with respect to construction of the Location, nor shall Franchisor be responsible in any way for delays or losses occurring during the design, construction or other preparation of the Non-Traditional Restaurant, whether caused by the condition of the Location, the design, engineering, construction, equipping, decorating, or stocking of the Non-Traditional Restaurant, or any other reason. Franchisee expressly acknowledges and agrees that Franchisor does not, directly or indirectly, warrant or ensure that the design, decor, appearance, fixtures, layout, and/or other improvements of the Non-Traditional Restaurant will guaranty Franchisee's success.

5.4.9 During construction, Franchisee shall provide Franchisor with such periodic reports regarding the progress of the construction as may be requested by Franchisor.

(a) In addition, Franchisor shall make such on-site inspections as it may deem reasonably necessary to evaluate such progress. If Franchisee requests an on-site inspection, or if Franchisor deems it necessary that more than one on-site inspection be made, Franchisor may require Franchisee to pay all Travel Expenses and Wages incurred by Franchisor in connection with such additional visits. If during such inspections Franchisor identifies instances where Franchisee's construction or remodeling is inconsistent with, or does not meet, Franchisor's standards, Franchisor shall notify Franchisee in writing of such deficiencies, and Franchisee shall promptly correct such deficiencies.

(b) Franchisee shall notify Franchisor 30 days in advance of the scheduled date on which all construction or remodeling shall have been completed in accordance with Franchisor's specifications and all Permits necessary to open to the public shall have been obtained and Franchisee has fully prepared the Non-Traditional Restaurant for turn-over by the general contractor to Franchisee for pre-opening training in accordance with Franchisor's policies and specifications (the "**GC Turnover Date**"), and submit training support forms as prescribed by Franchisor at least 20 days in advance of the GC Turnover Date. Franchisor will provide Franchisee a detailed general contractor turnover checklist approximately 14 days before the scheduled GC Turnover Date and schedule a conference call with Franchisee approximately eight days before the scheduled GC Turnover Date to confirm that Franchisor may book travel arrangements. Approximately three days before the GC Turnover Date, Franchisor will schedule a final conference call to confirm the date on which Franchisor will be on-site to review Franchisee's progress. If the GC Turnover Date is delayed or accelerated by more than two days from the date specified during the final conference call, Franchisee must reimburse Franchisor for all resulting additional Travel Expenses and other costs and expenses resulting from changing the travel arrangements of Franchisor Opening Team scheduled to provide training, inspect and assist in opening the completed Non-Traditional Restaurant ("**Rescheduling Expenses**").

(c) Within a reasonable time after the date of the actual completion of construction, Franchisor may, at its option, conduct an inspection of the completed Non-Traditional Restaurant. If Franchisor shall conduct such inspection, Franchisor shall notify Franchisee in writing (the "**Punch List**") of those items of such construction which are inconsistent with, or do not meet, Franchisor's standards. Franchisee shall promptly correct the deficiencies listed on the Punch List.

5.5 Maintaining and Remodeling of Non-Traditional Restaurant.

5.5.1 Franchisee shall maintain the condition and appearance of the Non-Traditional Restaurant in a "like new" level of cosmetic appearance consistent with the image of Non-Traditional Restaurants as attractive, clean, and efficiently operated, offering high quality food products and beverages, efficient and courteous service, and pleasant ambiance. If at any time in the Franchisor's reasonable judgment, the state of repair, appearance or cleanliness of the Franchisee's Premises (including the Non-Traditional Restaurant and the non-restaurant portion of Franchisee's Premises) or its fixtures, equipment, furnishings, signs or utensils fail to meet the Franchisor's standards therefor, Franchisee shall immediately upon receipt of notice from Franchisor specifying the action to be taken by Franchisee (within the time period specified by Franchisor), correct such deficiency, repair and refurbish the Non-Traditional Restaurant and Premises, as applicable, and make such modifications and additions to its layout, decor and general theme, as may be required, including replacement of worn out or obsolete fixtures, equipment, furniture, signs and utensils, and repair and repainting of the interior and exterior of the Non-Traditional Restaurant, the Premises and appurtenant parking areas (if any). Such maintenance shall not be deemed to constitute remodeling, as set forth below.

5.5.2 In addition to Franchisee's obligations under Section 5.5.1, during the Term, but not more frequently than once every five years during the Term, Franchisor may require Franchisee, at Franchisee's sole cost and expense, to refurbish, remodel and improve the Non-Traditional Restaurant to conform the Franchisee's building design, trade dress, color schemes, and presentation of Marks to Franchisor's then current specified public image (or image implemented or in development at a Non-Traditional Restaurant owned or operated by Franchisor or any of its Affiliates). Such a remodeling may include extensive structural changes to the Non-Traditional Restaurant and replacement or modification of furnishings, fixtures and equipment as well as such other changes as the Franchisor may direct, and Franchisee shall undertake such a program promptly upon notice from the Franchisor, and shall complete any such remodeling as expeditiously as possible, but in any event within 90 days of commencing same unless Franchisor expressly agrees to a longer period of time.

5.5.3 If the Non-Traditional Restaurant is damaged or destroyed by fire or any other casualty, Franchisee, within 90 days thereof, shall initiate such repairs or reconstruction, and thereafter in good faith and with due diligence continue (until completion) such repairs or reconstruction, in order to restore the Non-Traditional Restaurant to its original condition prior to such casualty; any such repair and reconstruction shall be completed as soon as reasonably practicable but in any event within six months following the event causing the damage or destruction. If, in the Franchisor's reasonable judgment, the damage or destruction is of such a nature or to such extent that it is feasible for Franchisee to repair or reconstruct the Location and the Non-Traditional Restaurant in conformance with Franchisor's then standard System decor specifications for new Non-Traditional Restaurants, the Franchisor may require that Franchisee repair or reconstruct the Premises and Non-Traditional Restaurant operated pursuant hereto in conformance with the then standard System decor specifications.

ARTICLE 6
TRAINING

6.1 Initial Training Program.

6.1.1 At no extra charge, Franchisor shall provide an initial training program in the Franchisor's System and methods of operation (the "**Initial Training Program**") at the Franchisor's training facilities in Pasadena, California or other location specified by Franchisor, to Franchisee (or if Franchisee is an Entity, Franchisee's Operating Principal) and up to three management persons selected by Franchisee. The Initial Training Program shall consist of up to 50 hours per week of training over a period of up to two weeks. In addition to the Initial Training Program, Franchisee's Operating Principal and, if applicable, Director of Operations (defined in Section 7.2.5) and Multi-Unit Supervisor (defined in Section 7.2.5) must also attend the extra practice week training program at least 60 days before your Non-Traditional Restaurant opens for business (the "**Extra Practice Week**"). The Extra Practice Week shall consist of up to 50 hours of on-the-job training over a period of one week. Except as otherwise provided, the Initial Training Program and the Extra Practice Week shall be provided by Franchisor prior to the opening of the Non-Traditional Restaurant and must be completed before the Non-Traditional Restaurant opens to the public. Franchisee shall pay all Travel Expenses and Wages, and other expenses, if any, incurred by Franchisee and/or Franchisee's employees in connection with attendance at training programs. Franchisee may not open the Non-Traditional Restaurant until such training shall have been completed to the satisfaction of Franchisor and Franchisee's management team has been certified by Franchisor. All personnel attending training must have first successfully completed the "ServSafe Manager" program or similar program specified by Franchisor. Franchisee's Operating Principal must have satisfactorily completed the Initial Training Program and attend a third week of extra practice training.

6.1.2 Franchisor shall determine the scheduling, exact duration, contents and manner of conducting the Initial Training Program and the Extra Practice Week, in its discretion, however, the training course will be structured to provide practical training in the implementation and operation of a Non-Traditional Restaurant and may include such topics as on-site food preparation, portion control, preparation and cooking procedures, packaging procedures, Franchisor's standards, marketing and customer service techniques, reports and equipment maintenance. Without limiting the generality of the foregoing, Franchisor may establish certain black-out dates during which it shall not be obligated to provide training (which may include holidays and during its Annual Convention), or if it agrees to provide training on such dates at Franchisee's request, in its sole discretion, Franchisor may impose additional charges therefore.

6.1.3 The Initial Training Program and/or the Extra Practice Week shall not be provided if Franchisee and/or any Affiliate(s) of Franchisee owns or operates three or more Non-Traditional Restaurants as of the Effective Date, provided however, that Franchisor may, in its sole discretion, require Franchisee and its Operating Principal and Restaurant Manager and, if applicable, its Director of Operations and Multi-Unit Supervisor, to complete the Initial Training Program and/or the Extra Practice Week, at Franchisor's then-current fees for additional certifications or recertification, if Franchisee's (or its Affiliate's) existing Non-Traditional Restaurants are not in compliance with Franchisor's standards and specifications.

6.1.4 Franchisee acknowledges that because of Franchisor's superior skill and knowledge with respect to the training and skill required to manage the Non-Traditional Restaurant, its judgment as to whether or not the Franchisee or his manager has satisfactorily completed such training shall be determined by Franchisor in its judgment.

6.2 <u>On-Site Opening Assistance</u>. Commencing shortly before and ending shortly after the Non-Traditional Restaurant opens to the public, Franchisor shall provide up to 40 hours per week over a two week period of on-site training to Franchisee's Operating Principal and Restaurant Manager(s) ("**On-Site Training**"). Franchisor shall provide the On-Site Training at no additional charge; provided, however, that if Franchisor determines in its reasonable discretion that more than 40 hours per week over a two week period of on-site training is necessary, Franchisee must reimburse Franchisor for all Travel Expenses and Wages, and other expenses, incurred by Franchisor as a result of extending the On-Site Training. The On-Site Training shall be provided at Franchisor's sole discretion and control, however, the training will be structured to provide additional practical training in the implementation and operation of a Non-Traditional Restaurant.

6.3 <u>Other Assistance</u>.

6.3.1 Franchisee shall have the right, at no additional charge, to inquire of Franchisor's headquarters staff, its field representatives and training staff with respect to problems relating to the operation of the Non-Traditional Restaurant, by telephone, electronic mail, facsimile, or other means of correspondence, and Franchisor shall use its best efforts to diligently respond to such inquiries, in order to assist Franchisee in the operation of the Non-Traditional Restaurant. At no time shall reasonable assistance be interpreted to require Franchisor to pay any money to Franchisee or to defer Franchisees' obligation to pay any sums to Franchisor.

6.3.2 At Franchisee's request, Franchisor may, but shall not be obligated to: (a) cause its field representatives to visit the Non-Traditional Restaurant to advise, consult with, or train Franchisee in connection with its performance and operation of the Non-Traditional Restaurant and Franchisee's compliance with the Blaze Standards Guidelines; or (b) permit Franchisee or certain of its employees to provide assistance, consultation, or additional training at a Non-Traditional Restaurant selected by Franchisor. If Franchisor provides such additional assistance, consultation or training to Franchisee: (i) such assistance, consultation or training will be subject to Franchisor's capacity, scheduling, and discretion, but Franchisor shall not be obligated to provide that assistance, consultation or training; (ii) Franchisee shall pay all Travel Expenses and Wages, and other expenses, if any, incurred by Franchisee and/or Franchisee's employees in connection with such additional assistance, consultation, or training; (iii) Franchisor shall not pay any compensation to Franchisee or Franchisee's employees for providing services at Franchisor's or another Franchisee's Non-Traditional Restaurant in connection with the assistance, consultation, or training; and (iv) Franchisee shall pay such training charges as may be then in effect, and shall reimburse Franchisor for all transportation costs, food, lodging and similar costs incurred by Franchisor and its personnel in connection with such training.

6.3.3 In the event of any sale, transfer, or Assignment, the transferee/assignee must be trained by Franchisor as a condition of Franchisor's consent to such Assignment. Franchisee covenants and agrees to not make an Assignment of this Agreement, any Non-Traditional Rider, or any Non-Traditional Restaurant opened under this Agreement, unless and until Franchisor consents to the proposed Assignment in accordance with the terms of Article 13. Franchisee acknowledges and agrees that Franchisee has no right to make an Assignment of a Non-Traditional Restaurant, or any Non-Traditional Rider, separate and apart from the Assignment of this Master Agreement.

6.4 Certification Training. Franchisee must have at least three certified restaurant managers (each, a "**Restaurant Manager**") on staff for the initial restaurant opening in accordance with Section 7.2. The Operating Principal may serve as a Restaurant Manager. If Franchisee operates multiple Non-Traditional Restaurants under this Agreement, then Franchisee must have a separate Restaurant Manager at each Non-Traditional Restaurant. The Restaurant Manager may not serve or work for any other restaurants or operations of Franchisee except for the Non-Traditional Restaurant. Each Restaurant Manager must complete Franchisor's applicable certification training at Franchisee's sole expense.

6.5 Annual Convention. Franchisee, or if Franchisee is an Entity, its Operating Principal must, if required by Franchisor, attend Franchisor's annual convention, for which Franchisor may charge a reasonable registration fee, and Franchisee must bear all of its attendee's Travel Expenses and Wages and other expenses. Notwithstanding the foregoing, Franchisor may preclude Franchisee from attending Franchisor's annual convention, if Franchisee is then in default under this Agreement or has received two or more notices of Default in the prior twelve months at the time of Franchisor's annual convention; provided that the Franchisee may still be required to pay the reasonable registration fee.

ARTICLE 7
BLAZE STANDARDS GUIDELINES, STANDARDS OF OPERATOR QUALITY, CLEANLINESS AND SERVICE

7.1 Compliance with Applicable Law. Franchisee shall operate the Non-Traditional Restaurants as a clean, orderly, legal and respectable place of business in accordance with Franchisor's business standards and merchandising policies, and shall comply with all Applicable Laws. Franchisee shall not cause or allow any part of its Location or Premises to be used for any immoral or illegal purpose.

Franchisee shall in all dealings with its customers, suppliers, and public officials adhere to high standards of honesty, integrity, fair dealing and ethical conduct and refrain from engaging in any action (or failing to take any action) which will cause Franchisor to be in violation of any Applicable Law. Franchisee shall refrain from engaging in action (or failing to take any action), which in the sole opinion of Franchisor, causes or could cause harm to the Marks, the System and/or the "Blaze Pizza" brand. If Franchisee shall receive any notice, report, fine, test results or the like from the applicable state or local department of health (or other similar Governmental Authority), Franchisee shall promptly send a copy of the same to Franchisor. Franchisee shall correct any such deficiency noted within 10 days or such fewer number of days as required by the applicable Governmental Authority.

7.2 Operating Principal and Management Employees.

7.2.1 The "**Operating Principal**" shall be a person, or such other individual hereafter designated by Franchisee, and accepted by Franchisor (and until subsequently disapproved by Franchisor), to serve as the prime representative in matters concerning the Franchisor's brand requirements under this Agreement. The Operating Principal is Franchisee's designated employee who will complete the training required by Franchisor. The Operating Principal shall be principally responsible for communicating and coordinating with Franchisor regarding business, operational and other ongoing matters concerning this Agreement and each Non-Traditional Restaurant. The Operating Principal shall have the full authority to act on behalf of Franchisee in regard to performing and administering the day-to-day operations under this Agreement. The Operating Principal shall, during the entire period he or she serves as such, meet the following qualifications: (a) unless otherwise agreed in writing, shall devote his/her time and best efforts to the operation of each Non-Traditional Restaurant; (b) meet Franchisor's educational, experience, and other reasonable criteria for such position, as set forth in the Blaze Standards Guidelines or otherwise in writing by Franchisor; and (c) be an individual acceptable to Franchisor. The Operating Principal must be approved by Franchisor in writing. The Operating Principal shall be responsible for all actions necessary to ensure that each Non-Traditional Restaurant under this Agreement is operated in compliance with this Agreement and the Blaze Standards Guidelines. If, during the Term, the Operating Principal is not able to continue to serve in such capacity or no longer qualifies to act as such in accordance with this Section (including Franchisor's subsequent disapproval of such person), Franchisee shall promptly notify Franchisor of such occurrence. Thereafter, Franchisee shall promptly, but not later than 30 days after the prior operating principal ceases to serve Franchisee, designate a replacement operating principal who meets Franchisor's then-current qualification requirements, provide Franchisor with such information about such new Operating Principal as Franchisor may request, and cause such replacement Operating Principal to undergo, at Franchisee's cost, such training as Franchisor may require.

7.2.2 Franchisee shall notify Franchisor in writing at least ten days prior to employing the Operating Principal setting forth in reasonable detail all information reasonably requested by Franchisor. Franchisor's acceptance of the Operating Principal shall not constitute Franchisor's endorsement of such individual or a guarantee by Franchisor that such individual will perform adequately for Franchisee or its Affiliates, nor shall Franchisor be estopped from subsequently disapproving or otherwise challenging such person's qualifications or performance.

7.2.3 Franchisee shall ensure that the operation of each Non-Traditional Restaurant is at all times under the direct control of a certified Restaurant Manager. Each certified Restaurant Manager must successfully complete training and successfully complete the ServSafe course and such other courses and training as may be specified by Franchisor and/or required by Applicable Law. Each certified Restaurant Manager shall be primarily dedicated to the operation of the Non-Traditional Restaurant to which the person is assigned. Franchisee shall supervise, direct and be responsible for in all respects, the activities and performance of the Operating Principal, all certified Restaurant Managers and other employees of franchise and shall ensure compliance with the Blaze Standards Guidelines and otherwise. Franchisor will not have the power to hire or fire Franchisee's employees and/or independent contractors. Franchisee expressly agrees that Franchisor's authority under this Agreement to certify certain of Franchisee's employees for qualification to perform certain functions or operations for the Non-Traditional Restaurant does not directly or indirectly vest in Franchisor the power to hire, fire or control any such employee or independent contractor. Franchisee alone is responsible for all employment decisions and functions of its Non-Traditional Restaurant, including, without limitation, those related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision, and discipline of employees, regardless of whether Franchisee has received advice from Franchisor on these subjects or not. All employees or independent contractors hired by or working for Franchisee will be Franchisee's employees or independent contractors alone and will not, for any purpose, be deemed Franchisor's employees or subject to Franchisor's control, including with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal governmental agency. Franchisor will have no liability for any action or settlement related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision, and discipline of employees and Franchisee agrees to indemnify Franchisor for any such liabilities it incurs. Franchisee agrees that any direction Franchisee receives from Franchisor regarding employment policies should be considered as examples, that Franchisee alone is responsible for establishing and implementing Franchisee's own policies, and that Franchisee understands that Franchisee should do so in consultation with local legal counsel well-versed in employment law.

7.2.4 Notwithstanding anything in Section 7.2.3, to the contrary, Franchisee (or Franchisee's Operating Principal) must be adequately trained and Franchisee must have three certified Restaurant Managers in the Non-Traditional Restaurant for the first Non-Traditional Restaurant operated by Franchisee or its Affiliates in the trade area in which it is located for at least the first 30 days of operation, and Franchisee must have a minimum of two certified Restaurant Managers for the second or subsequent Non-Traditional Restaurant in the same trade area for at least the first 30 days of operation, and then Franchisee must have no less than one certified Restaurant Manager in the Non-Traditional Restaurant from then on, as well as an adequate staff of employees who have in Franchisor's judgment, been fully and adequately trained.

7.2.5 Commencing on the date which Franchisee, directly or indirectly through one or more Affiliates, opens its second Non-Traditional Restaurant, and at all times throughout the Term of the Non-Traditional Rider for each additional Non-Traditional Restaurant, Franchisee or one of its Affiliates shall employ and retain, an individual (the "**Director of Operations**") who shall be vested with the authority and responsibility for the day-to-day operations of all Non-Traditional Restaurants owned or operated, directly or indirectly, by Franchisee and its Affiliates. The Director of Operations shall, during the entire period he/she serves as such, unless otherwise agreed in writing by Franchisor devote 100% of his/her time and best efforts solely to operation of the all Non-Traditional Restaurants owned or operated, directly or indirectly, by Franchisee and its Affiliates and to no other business activities. The Director of Operations may, with the prior written consent of Franchisor, may be the same individual as the Operating Principal. The Director of Operations shall be responsible for all actions necessary to ensure that the Non-Traditional Restaurant is owned or operated, directly or indirectly, by Franchisee in compliance with this Master Agreement and the Blaze Standards Guidelines. If, during the Term, the Director of Operations is not able to continue to serve in such capacity or no longer qualifies to act as such in accordance with this Section, Franchisee or its applicable Affiliate shall promptly notify Franchisor and designate a replacement within 30 days after the Director of Operations ceases to serve.

Franchisee also has the option, commencing immediately should Franchisee, directly or indirectly through one or more Affiliate(s), open a second Non-Traditional Restaurant to employ and retain, an individual ("**Multi-Unit Supervisor**") vested with the authority and responsibility for the day-to-day supervision of one or more of the Non-Traditional Restaurants owned or operated, directly or indirectly, by Franchisee and its Affiliate(s). The Multi-Unit Supervisor shall, during the entire period he/she serves as such, unless otherwise agreed to by Franchisor, shall devote 100% of his/her time and best efforts solely to supervision of those Non-Traditional Restaurants and to no other business activities. The Multi-Unit Supervisor, if any, shall report to the Director of Operations and may also serve as a Restaurant Manager, provided he/she meets Franchisor's training and other requirements for General Managers.

Franchisee shall notify Franchisor in writing at least ten days prior to employing the Director of Operations and Multi-Unit Supervisor, if any, setting forth in reasonable detail all information reasonably requested by Franchisor. The Director of Operations and Multi-Unit Supervisor must complete Franchisor's training requirements in accordance with the terms set forth in this Agreement and the Blaze Standards Guidelines prior to serving in these roles.

7.3 <u>Computer/Information Systems</u>.

7.3.1 Franchisor acknowledges and agrees that the point-of-sale system and associated software ("**POS System**") used at the Location shall be that of Franchisee or its client. The Information Systems must at all times be connected to one or more high-speed communications media specified by Franchisor and be capable of accessing the Internet. Franchisee must electronically link the Information Systems to Franchisor or its designee. Franchisee must, at its sole cost and expense: (a) effect the Polling (as hereinafter defined) operation at such time or times as may be required by Franchisor, but Franchisor may itself initiate Polling whenever it deems appropriate; (b) permit Franchisor or its agents to Poll any information contained in the POS System at any time; (c) permit Franchisor or its agent to obtain all of the information referenced in this Section that may be in the possession of any third party vendor from whom Franchisee obtained an approved POS System; and (d) if required by Franchisor, download the information referenced in this Section into machine readable information compatible with the system operated by Franchisor or its agents and to deliver that information to Franchisor by such method and within such timescale as Franchisor reasonably requires. For purposes of this Agreement, the term "**Polling**" means any process acceptable to Franchisor by which information or data about the Non-Traditional Restaurant may be transmitted to or from a POS System or other system operated by Franchisee or its agent into a computer or system operated by Franchisor or its agents in the manner and format prescribed by Franchisor from time to time. For the avoidance of doubt, Franchisor may Poll for information including, without limitation, daily sales data, daily transaction level data, sales per visit and products and combination of products sold, otherwise known as product mix data or "**PMIX**," and inventory data. Franchisee shall configure its POS System to accurately record every sale or other transaction. If the POS System will record sales from third party businesses, the POS System must differentiate sales of the Non-Traditional Restaurant from sales of the rest of the Host Facility by the use of "price look up" (**"PLU**") or other keys that track and tally sales of the Non-Traditional Restaurant separately. Franchisee grants Franchisor and its Affiliates reasonable access to its records only on the POS System and authorizes Franchisor and its Affiliates to obtain its sales, sales mix, and revenue information from the System. Franchisee acknowledges that Franchisor and its Affiliates will use information from required reports primarily to make business and marketing decisions.

7.3.2 Franchisee shall not use or permit the use of the Information Systems for any unlawful or non-business related activity. Franchisee shall not install or use, and shall prohibit others from installing and using, unauthorized hardware or other components and devices, software on or with the Information Systems. Franchisee shall take all commercially reasonable measures to insure that the Information Systems are used strictly in accordance with Franchisor's standards, including security protocols and protective measures including how passwords are assigned and rotated, prescribed limitations regarding which persons Franchisee may permit to access (via LAN, WAN, internet or otherwise), use, perform support and installation functions and conduct transactions with the Information Systems. No virus, Trojan horse, malicious code or other unauthorized code or software is installed on, or transmitted by, the Information Systems. Franchisee shall at all times provide Franchisor with all passwords, access keys and other security devices or systems as necessary to permit Franchisor to access the Information Systems and obtain the data Franchisor is permitted to obtain. Franchisor reserves the right to add, control, modify, govern and block any and all network and internet traffic, ports, protocols, and destinations.

7.3.3 Franchisee shall, upon Franchisor's request transmit e-mail, digital photos and real time video and audio signals of the Non-Traditional Restaurant to, and in the form and manner prescribed by Franchisor.

7.3.4 Franchisee shall apply for and maintain systems for use of debit cards, credit cards, credit card vendors, loyalty and gift cards and other non-cash payment methods. Franchisee shall adhere to all PCI (Payment Card Industry), CISP (Cardholder Information Security Program) and SDP (Site Data Protection) compliance specifications, as amended. The term "credit card vendors" includes, among other things, companies that provide services for electronic payment, such as near field communication vendors (for example, "Apple Pay" and "Google Wallet").

7.3.5 Franchisee is required to lease from Franchisor two tablet computers ("**Training Tablets**") for the Non-Traditional Restaurant. The Training Tablets will have Franchisor's proprietary recipes and training software loaded onto each Training Tablet. Franchisee shall pay Franchisor each Week during the Term, as provided in Section 4.5, Franchisee's Training Software License and Tablet Fee as provided in the Blaze Standards Guidelines, and Franchisee shall also pay Franchisor a one-time initial setup fee, which includes protective cases and mounts, of $500. Franchisor reserves the right to increase the Training Software License and Tablet Fee upon notice to Franchisee. The Training Tablets are the property of Franchisor, are included in Franchisor's Confidential Information, and must be returned to Franchisor immediately upon termination, expiration, or non-renewal of this Agreement.

7.3.6 Franchisor requires that the Non-Traditional Restaurant comply with "EMV" and may require that the Non-Traditional Restaurant comply with other standards for credit card usage. The Non-Traditional Restaurant must have at least two EMV terminals. Franchisee is required to pay Franchisor's vendors their then-current monthly fee for obtaining software for each EMV terminal. Franchisor may require that Franchisee install additional payment terminals or automated teller machines for use with such credit cards. Franchisee shall pay the costs of any terminals, software, hardware, or other components necessary to comply with these requirements, and Franchisor reserves the right to require that Franchisee pay any such costs to Franchisor.

7.3.7 Franchisee shall participate in accordance with Franchisor's policies and specifications, including those set forth in the Blaze Standards Guidelines, in all types of ordering systems, specified by Franchisor, including online and mobile application programs. Franchisee shall pay Franchisor its then-current fee for use of the online reputation management programs designated by Franchisor each month or in such other frequencies as Franchisor may require. Franchisee will cooperate in all respects to implement, support and maintain such systems, including providing Franchisor and its representatives with access to Franchisee's banking accounts.

7.3.8 Franchisee shall purchase one Wi-Fi enabled tablet that is capable of accessing the Internet ("**OLO Tablet**") for the Non-Traditional Restaurant. The OLO Tablet will solely be used to access the OLO administrator website for the purpose of serving customers who have submitted orders through online ordering.

7.4 Blaze Standards Guidelines. Franchisee shall participate in the System and operate the Non-Traditional Restaurant in strict compliance with the standard procedures, policies, rules and regulations established by Franchisor and incorporated in the Blaze Standards Guidelines. The products and services offered for sale from the Non-Traditional Restaurant, and the standards and specifications of Franchisor and its Affiliates may differ from that of a traditional Blaze Pizza Restaurant and will be subject to alternative standards and specifications developed and made available by Franchisor and its Affiliates. Franchisor will provide Franchisee with electronic access to the Blaze Standards Guidelines, including bulletins and updates to use during the term of this Agreement.

7.4.1 The subject matter of the Blaze Standards Guidelines may include matters such as: forms, information relating to product and menu specifications, purchase orders, general operations, online ordering, gift cards, labor management, Gross Sales reports, training and accounting; sanitation; staff certification, design specifications and uniforms; display of signs and notices; authorized and required Information Systems, equipment and fixtures, including specifications therefor; Mark usage; insurance requirements; lease requirements; ownership requirements, decor; standards for management and personnel, hours of operation; yellow page and local advertising formats; standards of maintenance and appearance of the Non-Traditional Restaurant; procedures upon the occurrence of a Crisis Management Event; and required posting of notices to customers as to how to contact the Franchisor to submit complaints and feedback; participation in surveys and mystery shopper programs; and such other matters and policies as Franchisor may reasonably elect to include which relate to the System or the franchise relationship under the System. In the event of the occurrence of a Crisis Management Event, Franchisor may also establish emergency procedures pursuant to which Franchisor may require Franchisee to, among other things, temporarily close the Non-Traditional Restaurant to the public, in which event Franchisor shall not be liable to Franchisee for any losses or costs, including consequential damages or loss profits occasioned thereby. In the event of any dispute as to the contents of the Blaze Standards Guidelines, the terms and contents of the master copy maintained by Franchisor shall be controlling. Franchisee acknowledges that the Blaze Standards Guidelines includes information that will not be applicable to the Non-Traditional Restaurant, due to the limited nature of its operations as a Non-Traditional Restaurant. Franchisor may, but shall have no obligation to, issue an abbreviated Blaze Standards Guidelines applicable specifically to Non-Traditional Restaurants, in which case references in this Agreement to the Blaze Standards Guidelines shall mean such abbreviated Blaze Standards Guidelines. The parties further agree that if there is a conflict between the provisions of this Agreement and the Blaze Standard Guidelines and any other such guidelines, the provisions of this Agreement shall control.

7.4.2 Franchisor shall have the right to modify the Blaze Standards Guidelines at any time and from time to time; provided, that no such modification shall alter Franchisee's fundamental status and rights under this Agreement. Modifications in the Blaze Standards Guidelines shall become effective upon delivery of written or electronic notice thereof to Franchisee unless a longer period is specified in such written notice or unless a longer period is set forth in this Agreement. The Blaze Standards Guidelines, as modified from time to time, shall be an integral part of this Agreement and reference made in this Agreement, or in any amendments, exhibits or schedules hereto, to the Blaze Standards Guidelines shall be deemed to mean the Blaze Standards Guidelines kept current by amendments from time to time.

7.4.3 The Blaze Standards Guidelines and all amendments to the Blaze Standards Guidelines (whether electronic or hard copies thereof) are copyrighted and remain Franchisor's property. They are loaned to Franchisee for the term of the Agreement, and must be returned to Franchisor immediately upon the Agreement's termination or expiration. The Blaze Standards Guidelines are highly confidential documents which contain certain Trade Secrets of Franchisor. Franchisee shall not make, or cause or allow to be made, any copies, reproductions or excerpts of all or any portion of the Blaze Standards Guidelines without Franchisor's express prior written consent. Upon the expiration or termination of this Agreement for any reason whatsoever, Franchisee shall immediately return the Blaze Standards Guidelines to Franchisor. Franchisee's loss or unauthorized transfer of the Blaze Standards Guidelines, or other breach of this Section shall, without limiting the materiality of any other default of this Agreement, constitute a material default of this Agreement.

7.4.4 Franchisee acknowledges that its compliance with the Blaze Standards Guidelines is vitally important to Franchisor and to other franchisees and is necessary to protect Franchisor's reputation and the goodwill of the Marks and to maintain the uniform quality of operation for all franchisees. However, while the Blaze Standards Guidelines are designed to protect Franchisor's reputation and the goodwill of the Marks, it is not designed to control the day-to-day operation of the Non-Traditional Restaurants.

7.5 Hours. Franchisee shall keep the Non-Traditional Restaurant open and in normal operation during those days and hours during which it would reasonably be anticipated by consumers that the Non-Traditional Restaurant would be open, taking into account the nature of the Non-Traditional Restaurant, the nature of the Premises, and the operational hours of other foodservice businesses within the Premises. Franchisee shall diligently and efficiently exercise its best efforts to achieve the maximum Gross Sales possible at the Location. Notwithstanding anything to the contrary in Article 7, it shall not be a breach of this Agreement if the Non-Traditional Restaurant is closed during scheduled breaks, emergencies, holidays, or due to a directed closure by the owner of the Location or master operator of the Host Facility (if separate from Franchisee).

7.6 Product Line and Service. Franchisee shall advertise, sell and serve all and only those Authorized "Blaze Pizza" Products which Franchisor has directed to be advertised, sold and served at or from the Non-Traditional Restaurant. The products and services offered for sale from the Non-Traditional Restaurant, and the standards and specifications of Franchisor and its Affiliates may differ from that of a traditional Blaze Pizza Restaurant and will be subject to alternative standards and specifications developed and made available by Franchisor and its Affiliates. All Authorized "Blaze Pizza" Products shall be sold and distributed under the specific name designated by Franchisor and shall be purchased, inventoried, stored, prepared and served strictly in accordance with Franchisor's recipes and specifications. Franchisee shall not remove any Authorized "Blaze Pizza" Product from the Franchisee's menu without Franchisor's express written approval, nor may Franchisee take any action which is intended to diminish the maximum sales potential of any of the Authorized "Blaze Pizza" Products. All sales by Franchisee shall be for retail consumption only.

7.7 Utensils, Fixtures and Other Goods. All products to be used in the operation of the business including tableware, flatware, utensils, glasses, menus and other like articles used in connection with the Non-Traditional Restaurant shall conform to Franchisor's specifications, shall be imprinted with Franchisor's Marks, if and as specified by Franchisor, and shall be purchased by Franchisee from a Supplier approved in writing by Franchisor, as provided in ARTICLE 9 of this Agreement. No item of merchandise, furnishings, interior and exterior decor items, supplies, fixtures, equipment or utensils shall be used in or upon any Non-Traditional Restaurant unless expressly approved by Franchisor.

7.8 Menus.

7.8.1 Authorized "Blaze Pizza" Products shall be marketed by approved menu format(s) to be utilized in the Non-Traditional Restaurant. The approved and authorized menu and menu format(s) may include, in Franchisor's discretion, requirements concerning organization, graphics, product descriptions, illustrations, and any other matters related to the menu(s), whether or not similar to those listed. In Franchisor's discretion, the menu and/or menu format(s) may vary depending upon region, market size, and other factors. Franchisor may change the menu and/or menu format(s) from time to time or region to region or authorize tests from region to region or authorize non-uniform regions or Non-Traditional Restaurants within regions. Franchisee shall have ten days to implement all such changes to the menu(s).

7.8.2 Franchisee shall, upon receipt of notice from Franchisor, add, delete, or update any Authorized "Blaze Pizza" Products to its menu(s) according to the instructions contained in the notice. Franchisee shall have ten days after receipt of written notice in which to fully implement any such change. Franchisee shall cease selling any previously approved product within ten days after receipt of notice that the product is no longer approved. Franchisor may instruct Franchisee to remove any item from the menu(s) on an emergency basis and Franchisee must comply with such instruction immediately. Franchisor shall not be liable to Franchisee for any losses sustained by Franchisee in connection with such instruction (or Franchisee's failure to comply with such instruction).

7.8.3 All food products sold by Franchisee shall be of the highest quality, and the ingredients, composition, specifications, and preparation of such food products shall comply with the instructions and other requirements communicated by Franchisor or contained in Franchisor's Blaze Standards Guidelines from time to time.

7.8.4 Franchisee is entitled to request that Franchisor approve additional menu items, including food, beverage and merchandise**,** to be offered at the Non-Traditional Restaurant. Franchisee shall submit a variance request, in writing, that Franchisor approves such additional menu items and the Supplier of such items. Upon receiving the written request, Franchisor shall evaluate the suggested menu items and the Supplier of such items in its sole discretion whether Franchisee shall be permitted to offer such items at the Non-Traditional Restaurant. Upon receiving written approval by Franchisor, Franchisee may offer such additional menu items, subject to any conditions and/or limitations imposed by Franchisor.

7.8.5 If Franchisor, in its discretion, determines that the Non-Traditional Restaurant is a candidate to serve beer and wine, Franchisee shall use all reasonable efforts to promptly secure and maintain in effect all necessary licenses and Permits required to offer beer and wine for sale.

7.9 Notification of Legal Proceedings; and Crisis Management Events.

7.9.1 Franchisee shall notify Franchisor in writing within ten days after Franchisee receives actual notice of the commencement of any investigation, action, suit, or other proceeding, or the issuance of any order, writ, injunction, award, or other decree of any court, agency, or other Governmental Authority that pertains to the Non-Traditional Restaurant or that may adversely affect Franchisee's operation of the Non-Traditional Restaurant or ability to meet its obligations hereunder, including notice of any failure to strictly comply with any health code or ordinance; and

7.9.2 Upon the occurrence of a Crisis Management Event, Franchisee shall immediately inform Franchisor, as instructed in the Blaze Standards Guidelines, by telephone and email (or other electronic messaging medium authorized by Franchisor for this purpose). Franchisee shall cooperate fully with Franchisor with respect to Franchisor's response to the Crisis Management Event.

7.10 Signs. Franchisee shall maintain approved signs and/or awnings at, on, or near the front of the Premises and/or Location as appropriate, identifying the Location as a Non-Traditional Restaurant, which shall conform in all respects to Franchisor's specifications and requirements and the layout and design plan approved for the Location, subject only to restrictions imposed by Applicable Law. On receipt of notice by Franchisor of a requirement to alter any existing sign, Franchisee will, at its cost, make the required changes within 30 days, subject to the approval of the lessor if required by Franchisee's Lease. Franchisee will not be required to alter or replace the existing sign more than once every five years.

7.11 Uniforms and Employee Appearance. Franchisee shall cause all employees, while working in the Non-Traditional Restaurant, to: (i) wear uniforms of such color, design, and other specifications as Franchisor may designate from time to time, and (ii) present a neat and clean appearance. If Franchisor removes the type of uniform utilized by Franchisee from the list of approved uniforms, Franchisee shall have 60 days from receipt of written notice of such removal to discontinue use of its existing inventory of uniforms and implement the approved type of uniform. In no case shall Franchisee permit any employee of Franchisee to wear the required uniform except while working at the Non-Traditional Restaurant; without limiting the generality of the foregoing, the uniform may not be worn off Premises for any other purpose (other than while commuting to and from work at the Non-Traditional Restaurant). Employees of Franchisee shall not wear Blaze Pizza Restaurant uniforms when working at any other business operated on the Premises, and shall not be assigned to work at the Non-Traditional Restaurant and at any other business operated on the Premises or Host Facility contemporaneously during any shift of work hours.

7.12 Vending or Other Machines. Except with Franchisor's written approval, Franchisee shall not cause or permit vending, gaming machines, pay telephones, automatic teller machines, Internet kiosks or any other mechanical or electrical device to be installed or maintained at the Location.

7.13 Co-Branding. Franchisee may not engage in any co-branding in or in connection with the Non-Traditional Restaurant except with Franchisor's prior written consent, in its sole discretion. Franchisor shall not be required to approve any co-branding chain or arrangement. "Co-branding" includes the operation of an independent business, product line or operating system owned or licensed by another entity (not Franchisor) that is featured or incorporated within the Franchisee's Location, or that is adjacent to the Location and operated in a manner which is likely to cause the public to perceive it to be related to the Non-Traditional Restaurant or the Marks licensed and franchised hereunder. An example would be an independent ice cream store or counter installed within the Location.

7.14 Intranet.

7.14.1 Franchisor has established and maintains an Intranet through which franchisees of Franchisor may communicate with each other, and through which Franchisor and Franchisee may communicate with each other and through which Franchisor may disseminate the Blaze Standards Guidelines, updates thereto and other confidential information. Franchisor shall have discretion and control over all aspects of the Intranet, including the content and functionality thereof. Franchisor will have no obligation to maintain the Intranet indefinitely, and may dismantle it at any time without liability to Franchisee.

7.14.2 Franchisee shall have the mere privilege to use the Intranet, subject to Franchisee's strict compliance with the standards and specifications, protocols and restrictions that Franchisor may establish from time to time. Such standards and specifications, protocols and restrictions may relate to, among other things, (a) the use of abusive, slanderous or otherwise offensive language in electronic communications, (b) communications between or among franchisees that endorse or encourage Default of any franchisee's franchise agreements, or other agreement with Franchisor or its Affiliates, (c) confidential treatment of materials that Franchisor transmits via the Intranet, (d) password protocols and other security precautions, including limitations on the number and types of employees that may be granted access to the Intranet, (e) grounds and procedures for Franchisor's suspending or revoking a franchisee's access to the Intranet, and (f) a privacy policy governing Franchisor's access to and use of electronic communications that franchisees post to the Intranet. Franchisee acknowledges that, as administrator of the Intranet, Franchisor can technically access and view any communication that any person posts on the Intranet. Franchisee further acknowledges that the Intranet facility and all communications that are posted to it will become Franchisor's property, free of any claims of privacy or privilege that Franchisee or any other person may assert.

7.14.3 Franchisee shall establish and continually maintain (during all times that the Intranet shall be established and until the termination of this Agreement) an electronic connection (the specifications of which shall be specified in the Blaze Standards Guidelines) with the Intranet that allows Franchisor to send messages to and receive messages from Franchisee, subject to the standards and specifications.

7.14.4 If Franchisee shall default under this Agreement or any other agreement with Franchisor or its Affiliate, Franchisor may, in addition to, and without limiting any other rights and remedies available to Franchisor, disable or terminate Franchisee's access to the Intranet without Franchisor having any liability to Franchisee, and in which case Franchisor shall only be required to provide Franchisee a paper copy of the Blaze Standards Guidelines and any updates thereto, if none have been previously provided to Franchisee, unless not otherwise entitled to the Blaze Standards Guidelines.

7.14.5 If Franchisor has enabled the Intranet to facilitate Franchisee ordering goods and products from Franchisor and other vendors, then to the maximum extent possible, Franchisee shall order and purchase through the Intranet all good and products available for purchase through the Intranet.

7.15 Gift and Loyalty Cards. Franchisee must participate in gift card or loyalty card programs (collectively referred to as "**Gift Cards**"). However, Franchisee shall only be required to redeem such Gift Cards and will not be required to sell or load them. In addition, Franchisee may use its own processors for such redemptions. Such processors must meet Franchisor's standards for the redemption of Gift Cards.

7.16 Online Ordering. If compatible with Franchisee's POS Systems and the Non-Traditional Restaurant, Franchisee will have the option to participate in customer online ordering and/or payment systems and programs which Franchisor may establish and modify from time to time.

7.17 Privacy. Franchisee agrees to comply with all applicable laws pertaining to the privacy of customer, employee, and transactional information ("**Privacy Laws**"). Franchisee also agrees to comply with Franchisor's standards and policies pertaining to Privacy Laws. If there is a conflict between Franchisor's standards and policies pertaining to Privacy Laws and actual applicable law, Franchisee will: (a) comply with the requirements of applicable law; (b) immediately give Franchisor written notice of said conflict; and (c) promptly and fully cooperate with Franchisor and Franchisor's counsel in determining the most effective way, if any, to meet Franchisor's standards and policies pertaining to Privacy Laws within the bounds of applicable law. Franchisee agrees not to publish, disseminate, implement, revise, or rescind a data privacy policy without Franchisor's prior written consent as to said policy.

7.18 Non-Traditional Restaurant Acknowledgements. Franchisee acknowledges that the signs, equipment configuration, menu, products, services, size, specifications and appearance of the Non-Traditional Restaurant operated pursuant to this Agreement may significantly differ from that of a

Traditional Restaurant and will be subject to alternative standards and specifications developed and made available by Franchisor. Changes in the standards, specifications and procedures applicable to the operation of the Non-Traditional Restaurant and related common areas may become necessary and desirable from time to time, and Franchisee agrees to accept and comply with such modifications and revisions. The adoption of such standards shall be solely at the discretion of Franchisor.

7.19 Common Areas. If the Non-Traditional Restaurant shares a common customer seating, storage area, and/or freezer with any other business operated on the Premises, Franchisee will maintain the common customer seating, storage area, and/or freezer in accordance with the applicable provisions of the Blaze Standards Guidelines to the extent under Franchisee's control. If each of the businesses operated at the Premises has a separate restroom facility, the restroom located at the Non-Traditional Restaurant shall be maintained in accordance with Franchisor's standards for restroom cleanliness and repair. If there is only one restroom facility located on the Premises, it shall be maintained in accordance with Franchisor's standards for cleanliness and repair.

ARTICLE 8
ADVERTISING

8.1 General Advertising Requirements. Franchisee shall only use and display approved advertising material provided, from time to time, by Franchisor and shall use and display all material in accordance with Franchisor's policies, standards and specifications. Franchisee must obtain the prior written consent of Franchisor to use and/or display any advertising materials, including, without limitation, all print and electronic advertising, social media postings or listings, website postings or listings, newspaper and magazine advertisements, direct mailers and mail coupons, not provided by Franchisor. Franchisee shall submit all such materials to Franchisor for approval and Franchisor shall grant or deny such approval within 15 days of receiving the materials. If Franchisor has not approved such materials within 15 days, the materials shall be deemed disapproved. Any advertising materials or concepts created by Franchisee and approved by Franchisor shall be deemed the sole and exclusive property of Franchisor. Franchisor may, in its discretion, require Franchisee to cease using any advertising materials which it has previously approved and upon receiving notification from Franchisor, Franchisee shall cease using such materials. All of Franchisee's advertising, promotion and marketing materials shall be completely clear, factual and not misleading and conform to the highest ethical standards and to Franchisor's standards and policies. Franchisee shall not in any medium: (a) use abusive, slanderous or otherwise offensive language; (b) endorse or encourage default of any franchisee's franchise agreement, or other agreement with Franchisor or its Affiliates; or (c) take any action or make any statement which would disparage Franchisor or its Affiliates, or impair, damage or harm the name, reputation, or goodwill of the Marks, System and/or the "Blaze Pizza" brand.

8.2 Creative Fund.

8.2.1 In accordance with Section 4.4 of this Agreement, Franchisee's Creative Fee shall be applied to the Creative Fund. An amount equal to all Creative Fund revenues and allocations will be expended for national, regional, or local advertising, public relations or promotional campaigns or programs designed to promote and enhance the image, identity or patronage of franchised, and Franchisor-owned (including Affiliate-owned) Restaurants. Such expenditures may include: (a) the costs of maintaining, administering, directing and preparing the secret shopper initiatives and rewards program (b) creative development, production and placement of print advertisements, commercials, musical jingles, decals, radio spots, audio advertising, point of purchase materials, direct mail pieces, literature, outdoor advertising, door hangers, electronic media advertisements, and other advertising and promotional material; (c) creative development, preparation, production and placement of video, audio and written materials and electronic media; (d) to purchase artwork and other components for advertising;

(e) media placement and buying, including all associated expenses and fees; (f) administering regional and multi-regional marketing and advertising programs; (g) market research, marketing studies and customer satisfaction surveys, including the use of secret shoppers; (h) development and production of, and, to the extent applicable, acquisition of, premium items, giveaways, promotions, contests, public relations events, and charitable or nonprofit events; (i) creative development of signage, posters, and individual décor items including wall graphics; (j) recognition and awards events and programs; (k) system recognition events, including periodic national and regional conventions and meetings; (l) website, extranet and/or Intranet development, implementation and maintenance; (m) development, implementation and maintenance of a website that permits electronic commerce, reservation system and/or related strategies; (n) retention and payment of advertising and promotional agencies and other outside advisors, including retainer and management fees; (o) public relations and community involvement activities and programs; (p) expenditures for activities conducted for the benefit of co-branding, or other arrangements where "Blaze Pizza" Brand Products and/or services are offered in conjunction with other marks or through alternative channels of distribution; (q) development, amendment and revisions to the standards, policies and procedures set forth in the Blaze Standards Guidelines; (r) stadium promotion marketing fees; (s) payment to Franchisor or its Affiliates for indirect costs and overhead incurred in connection with the operation of its creative department(s), if any, and the administration of the Creative Fund not to exceed 20% of required contributions; (t) payments for corporate and store-level hosted access from Radiant Systems, NCR or successor data hosted solutions providers; (u) gift card blanks; and (v) retention and payment of social media agencies.

8.2.2 Franchisor may employ individuals, consultants or advertising or other agencies, including consultants or agencies owned by, operated by or affiliated with Franchisor, to provide services for the Creative Fund. The Creative Fund may be used to defray direct expenses of Franchisor employees related to the operation of the Creative Fund, to pay for attorneys' fees and other costs related to the defense of claims against the Creative Fund or against Franchisor relating to the Creative Fund, and to pay costs with respect to collecting amounts due to the Creative Fund.

8.2.3 Franchisor shall determine, in its discretion, the cost, media, content, format, style, timing, allocation and all other matters relating to such advertising, public relations and promotional campaigns. Franchisee acknowledges that not all franchisees may be required to contribute, or contribute the same percentage of Gross Sales, to the Creative Fund and by way of illustration and not limitation, Franchisor may waive or impose lower contribution requirements with respect to Restaurants operating at Non-Traditional Venues, or outside the United States. Nothing herein shall be construed to require Franchisor to allocate or expend Creative Fund contributions or allocations so as to benefit any particular franchisee, Franchisee or group of franchisees or franchisees on a pro rata or proportional basis or otherwise. Except (i) as directed in writing by Franchisor; or (2) to the extent that Franchisee is unable to participate due to prohibitions by the owner or operator of the Host Facility; Franchisee must participate in all advertising, marketing, promotions, research and public relations programs instituted by the Creative Fund. Franchisor may make copies of advertising materials available to Franchisee with or without additional reasonable charge, as determined by Franchisor. Any additional advertising shall be at the sole cost and expense of Franchisee. Franchisor may, in Franchisor's sole discretion, make available certain Creative Fund marketing and advertising materials to Franchisee. However, Franchisee shall pay Franchisor for any materials or support under the Creative Fund at Franchisor's then-current a-la-carte pricing. Franchisor shall not be obligated to provide Franchisee with any Creative Fund services, expenditures or materials.

8.2.4 Franchisor may either (i) hold the Creative Fund contributions Franchisor receives from franchisees in a separate account administratively segregated on Franchisor's books and records, or (ii) transfer the Creative Fees to a separate Entity to whom Franchisor has assigned or delegated the responsibility to operate and maintain the Creative Fund. Nothing herein shall be deemed to create a trust fund, and Franchisor may commingle creative fees with its general operating funds and expend such sums in the manner herein provided. For each Restaurant that Franchisor or any of its Affiliate operates, Franchisor or such Affiliate will similarly allocate to the Creative Fund the amount that would be required to be contributed to the Creative Fund if it were operated under a Blaze franchise agreement.

8.2.5 If less than the total of all contributions and allocations to the Creative Fund are expended during any fiscal year, such excess may be accumulated for use during subsequent years. Franchisor may spend in any fiscal year an amount greater or less than the aggregate contributions to the Creative Fund in that year and may cause the Creative Fund to borrow funds to cover deficits or invest surplus funds. If Franchisor (or an Affiliate) advances money to the Creative Fund, it will be entitled to be reimbursed for such advances. Any interest earned on monies held in the Creative Fund may be retained by Franchisor for its own use in its discretion. Within 60 days following each fiscal year, Franchisor shall prepare a statement of contributions and expenditures for the Creative Fund and, upon Franchisee's written request, Franchisor shall provide such information to Franchisee.

8.3 Promotional Campaigns.

8.3.1 Prior to and in connection with the opening of the Non-Traditional Restaurant, Franchisee shall, if permissible by the owner and operator of the Host Facility and required to do so by Franchisor, conduct an initial grand opening promotion campaign in accordance with such policies and provisions with respect to format, content, media, geographic coverage and other criteria as are from time to time contained in the Blaze Standards Guidelines, or as otherwise directed by Franchisor, and which may include offering one day of free pizza to consumers, and to the fullest extent permitted by Applicable Law and by the Host Facility, an annual "Pi Day" promotion on each March 14 where pizza pies are priced at $3.14 on that day. Franchisee shall not use or publish any advertising material which does not conform to said policies and provisions.

8.3.2 From time to time during the term hereof, Franchisor shall have the right to establish and conduct promotional or discount campaigns on a national or regional basis, which may by way of illustration and not limitation promote particular products or marketing themes. To the extent permissible by the owner and operator of the Host Facility Franchisee agrees to participate in such promotional or discount campaigns upon such terms and conditions as the Franchisor may establish, including minimum and maximum price policies minimum advertised price policies and unilateral price policies. Franchisee acknowledges and agrees that such participation may require Franchisee to purchase point of sale advertising material, posters, flyers, product displays and other promotional material (unless provided at no charge through the Creative Fund). To the extent permissible by the owner and operator of the Host Facility, Franchisee must also provide those services and other items that Franchisor specifies on such terms and at such rates, including free-of-charge, as Franchisor may specify.

8.4 Internet.

8.4.1 Franchisee shall not develop, create, generate, own, license, lease, participate in or use in any manner any computer medium or electronic medium (including any Internet home page, e-mail address, website, domain name, bulletin board, social media site, PR publication, newsgroup or other Internet-related medium or activity) which in any way uses or displays, in whole or part, the Marks, or any of them, or any words, symbols or terms confusingly similar thereto without Franchisor's express prior written consent, and then only in such manner and in accordance with such procedures, policies, standards and specifications as Franchisor may establish from time to time.

8.4.2 Franchisor has established one or more Internet websites. Franchisor shall have discretion over the design, content and functionality of such websites. Franchisor may include one or more interior pages that identifies restaurants operated under the Marks, including the Non-Traditional Restaurant, by among other things, geographic region, address, telephone number(s), and menu items. Such web-site(s) may also include one or more interior pages dedicated to the sale of franchises by Franchisor and/or relations with Franchisor's or its Affiliate's investors. Franchisor may permit Franchisee to periodically select from Franchisor's designated alternative design elements for an interior page (or portion thereof) dedicated to the Non-Traditional Restaurant. Such designated alternative design elements may change from time to time. Franchisor will implement any such designated design elements or changes promptly, subject to Franchisor's business needs and scheduling availability. Franchisor may disable or terminate such website(s), in whole or in part, without Franchisor having any liability to Franchisee.

8.4.3 Franchisee acknowledges and agrees that Franchisor (or its Affiliate) is the owner of, and will retain all right, title and interest in and to (i) the www.blazepizza.com domain name and URL; all existing and future domain names, URLs, future addresses and subaddresses using the Marks in any manner; (ii) means all computer programs and computer code (e.g., HTML, XML DHTML, Java) used for or on the Franchisor's website(s), excluding any software owned by third parties; (iii) all text, images, sounds, files, video, designs, animations, layout, color schemes, trade dress, concepts, methods, techniques, processes and data used in connection with, displayed on, or collected from or through Franchisor's website(s); and (v) all intellectual property rights in or to any of the foregoing.

ARTICLE 9
DISTRIBUTION AND PURCHASE OF EQUIPMENT, SUPPLIES, AND OTHER PRODUCTS

9.1 Blaze Pizza Brand Products. At all times throughout the Term, Franchisee shall purchase and maintain in inventory such types and quantities of "Blaze Pizza" Brand Products as are needed to meet reasonably anticipated consumer demand. Franchisee shall purchase "Blaze Pizza" Brand Products solely and exclusively from Franchisor or its designees.

9.2 Proprietary Products. Franchisor may, from time to time throughout the Term, require that Franchisee purchase, use, offer and/or promote, and maintain in stock at the Non-Traditional Restaurant: (i) in such quantities as are needed to meet reasonably anticipated consumer demand, certain proprietary products, sauces, dressings, condiments, beverages, food products and other ingredients and raw materials, which are grown and produced or manufactured in accordance with Franchisor's Trade Secrets, proprietary recipes, specifications and/or formulas or which Franchisor designates as "proprietary," and (ii) certain packaging, Information Systems, other products, supplies, services and equipment designated by Franchisor as "proprietary" ("**Proprietary Products**"). Franchisee shall purchase Proprietary Products only from Franchisor or its Affiliates (if they sell the same), or Franchisor's designees. Franchisor shall not be obligated to reveal such Trade Secrets, recipes, specifications and/or formulas of such Proprietary Products to Franchisee, non-designated suppliers, or any other third parties.

9.3 Non-Proprietary Products. Franchisor may designate certain food products, condiments, merchandise, beverages, raw materials, fixtures, furnishings, equipment, uniforms, supplies, paper goods, services, menus, packaging, forms, Information Systems, and other products, supplies, services and equipment, other than Proprietary Products, which Franchisee may or must use and/or offer and sell at the Non-Traditional Restaurant ("**Non-Proprietary Products**"). Franchisee may use, offer or sell only such Non-Proprietary Products that Franchisor has expressly authorized, and that are purchased or obtained from Franchisor or a producer, manufacturer, distributor, supplier or service provider ("**Supplier**") designated or approved by Franchisor pursuant to Section 9.3.2 of this Agreement.

9.3.1 Franchisee may purchase authorized Non-Proprietary Products from: (i) Franchisor or its Affiliates (if they sell the same); (ii) Suppliers designated or approved in writing by Franchisor; or (iii) Suppliers selected by Franchisee and approved in writing by Franchisor prior to Franchisee making such purchase(s); *provided, however,* that Franchisee must purchase certain Non-Proprietary Products that Franchisor designates only from Franchisor or Suppliers it designates, including new equipment for all items that impact dough and food production and the guest experience, and large equipment and small wares. Each such Supplier designated by Franchisor must comply with Franchisor's usual and customary requirements regarding insurance, indemnification, and non-disclosure, and shall have demonstrated to the reasonable satisfaction of Franchisor: (a) its ability to supply a Non-Proprietary Product meeting the specifications of Franchisor, which may include specifications as to brand name, model, contents, manner of preparation, ingredients, quality, freshness and compliance with governmental standards and regulations; (b) its reliability with respect to delivery and the consistent quality of its products or services; and (c) its ability to meet such other requirements as determined by Franchisor to be in the best interest of the system.

9.3.2 If Franchisee should desire to procure authorized Non-Proprietary Products from a Supplier other than Franchisor or one previously approved or designated by Franchisor (and not subsequently disapproved), Franchisee shall deliver a written variance request to Franchisor of its desire to seek approval of such Supplier, which notice shall: (a) identify the name and address of such Supplier; (b) contain such information as may be requested by Franchisor or required to be provided pursuant to the Blaze Standards Guidelines (which may include reasonable financial, operational and economic information regarding its business and its product); and (c) identify the authorized Non-Proprietary Products desired to be purchased from such Supplier. Franchisor shall, upon request of Franchisee, furnish to Franchisee the general, but not manufacturing, specifications for such Non-Proprietary Products if such are not contained in the Blaze Standards Guidelines. The Franchisor may thereupon request that the proposed Supplier furnish Franchisor at no cost to Franchisor, product samples, specifications and such other information as Franchisor may require. Franchisor or its representatives, including qualified third parties, shall also be permitted to inspect the facilities of the proposed Supplier and establish economic terms, delivery, service and other requirements consistent with other distribution relationships for other Restaurants.

9.3.3 Franchisor will use its good faith efforts to notify Franchisee of its decision within 30 days after Franchisor's receipt of Franchisee's request for approval and other requested information and items in full compliance with this Section; should Franchisor not deliver to Franchisee, within 30 days after it has received such notice and all information and other items requested by Franchisor in order to evaluate the proposed Supplier, a written statement of approval with respect to such Supplier, such Supplier shall be deemed disapproved as a Supplier of the authorized Non-Proprietary Products described in such notice. Nothing in this article shall require Franchisor to approve any Supplier, and without limiting Franchisor's right to approve or disapprove a Supplier in its discretion, Franchisee acknowledges that it is generally disadvantageous to the system from a cost and service basis to have more than one Supplier in any given market area and that among the other factors Franchisor may consider in deciding whether to approve a proposed Supplier, it may consider the effect that such approval may have on the ability of Franchisor and its Franchisees to obtain the lowest distribution costs and on the quality and uniformity of products offered system-wide. Without limiting the foregoing, Franchisor may disapprove a proposed Supplier, if in Franchisor's opinion, the approval of the proposed Supplier would disrupt or adversely impact Franchisor's national or regional distributional arrangements. Franchisor may also determine that certain Non-Proprietary Products (e.g. beverages) shall be limited to a designated brand or brands set by Franchisor which brand(s) it may change from time to time. Franchisor may revoke its approval upon the Supplier's failure to continue to meet any of Franchisor's criteria. Franchisee agrees that at such times that Franchisor establishes a regional purchasing program for any of the raw materials used in the preparation of Authorized "Blaze Pizza" Products or other Non-Proprietary Products used in the operation of the Non-Traditional Restaurant, which may benefit Franchisee by reduced price, lower labor costs, production of improved products, increased reliability in supply, improved distribution, raw material cost control (establishment of consistent pricing for reasonable periods to avoid market fluctuations), improved operations by Franchisee or other tangible benefits to Franchisee, Franchisee will participate in such purchasing program in accordance with the terms of such program.

9.3.4 As a further condition of its approval, Franchisor may require a Supplier to agree in writing: (i) to provide from time to time upon Franchisor's request free samples of any Non-Proprietary Product it intends to supply to Franchisee, (ii) to faithfully comply with Franchisor's specifications for applicable Non-Proprietary Products sold by it, (iii) to sell any Non-Proprietary Product bearing the Franchisor's Marks only to franchisees and Franchisees of Franchisor and only pursuant to a trademark license agreement in form prescribed by Franchisor, (iv) to provide to Franchisor duplicate purchase invoices for Franchisor's records and inspection purposes and (v) to otherwise comply with Franchisor's reasonable requests.

9.3.5 Franchisor will not charge Franchisee for reviewing Franchisee's first request in any service or product category for approval of a supplier, however Franchisor reserves the right to charge a fee for the cost of inspection and review for each additional submission in the same category.

9.3.6 Franchisee shall at all times remain current and fully comply and perform each of its obligations to its landlord, vendors, the Host Facility and Suppliers.

9.4 Purchases from Franchisor or its Affiliates.

9.4.1 When and if Franchisor begins to manufacture and/or distribute goods, products or supplies, all goods, products, and supplies purchased from Franchisor or its Affiliates shall be purchased in accordance with the purchase order format issued from time to time by Franchisor (or the applicable Affiliate), the current form of which shall be set forth in the Blaze Standards Guidelines, and in accordance with the policies set forth in the Blaze Standards Guidelines, if any. Franchisor (or such Affiliate) may change the prices, delivery terms and other terms relating to its sale of goods, services, products and supplies ("**Goods and Services**") to Franchisee on prior written notice, provided, that such prices shall be the same as the prices charged to similarly situated Franchisees (excluding shipping, transportation, warehousing, insurance and related costs and expenses). Such prices shall be Franchisor's (or the Affiliate's) then-current prices, which may change from time to time. Franchisee further acknowledges that prices the Franchisor (or the applicable Affiliate) charges to Franchisee may include a profit to Franchisor and may be higher than Franchisor's (or its Affiliate's) internal prices allocated or charged to Franchisor or Affiliate owned Restaurant. Presently, Franchisor (or its Affiliate) expects to receive a mark-up based on its or their cost of goods sold. Franchisor (or the applicable Affiliate) in its discretion, may discontinue the sale of any Goods or Services at any time if in Franchisor's (or the applicable Affiliate) judgment its continued sale becomes unfeasible, unprofitable, or otherwise undesirable. Franchisor (or the applicable Affiliate) shall not be liable to Franchisee for unavailability of, or delay in shipment or receipt of, merchandise because of temporary product shortages, order backlogs, production difficulties, delays, unavailability of transportation, fire, strikes, work stoppages, or other causes beyond the reasonable control of Franchisor (or the applicable Affiliate). If any goods or products sold by Franchisor (or the applicable Affiliate) are not in sufficient supply to fully fulfill all orders therefor, Franchisor (or the applicable Affiliate) may allocate the available supply among itself, its Affiliates and others, including Franchisee and other franchisees, in any way Franchisor (or the applicable

Affiliate) deems appropriate, which may result in Franchisee not receiving any allocation of certain goods or products as a result of a shortage. All product orders by Franchisee shall be subject to acceptance by Franchisor (or the applicable Affiliate) at Franchisor's (or the applicable Affiliate's) designated offices, and Franchisor (or the applicable Affiliate) reserves the right to accept or reject, in whole or in part, any order placed by Franchisee. Franchisee shall submit to Franchisor (or the applicable Affiliate), upon written request, financial statements which contain sufficient information to enable Franchisor to determine the credit limits, if any, to be extended to Franchisee. Franchisor (or the applicable Affiliate), in its sole discretion, may establish the credit terms, if any, upon which it will accept Franchisee's orders, and may require Franchisee to pay for orders on a cash-in-advance or cash-on-delivery basis.

9.4.2 Each order placed by Franchisee, whether oral or written, for any product shall be deemed to incorporate all of the terms and conditions of this Agreement, shall be deemed subordinate to this Agreement in any instance where any term or condition of such order conflicts with any term or condition of this Agreement, and shall include such information as Franchisor (or the applicable Affiliate) may from time to time specify, and shall be submitted on such form of purchase order as may be prescribed by Franchisor from time to time. No purchase order submitted by Franchisee shall contain any terms except as approved in writing by Franchisor (or the applicable Affiliate), nor be deemed complete unless all of the information required by the prescribed purchase order form, as revised from time to time, is provided by Franchisee. No new or additional term or condition contained in any order placed by Franchisee shall be deemed valid, effective or accepted by Franchisor unless such term or condition shall have been expressly accepted by Franchisor (or the applicable Affiliate) in writing.

9.4.3 Franchisor (or the applicable Affiliate) shall not be liable to Franchisee on account of any delay or failure in the manufacture, delivery or shipment of goods or products caused by Force Majeure or other events or circumstances beyond Franchisor's (or the applicable Affiliate) reasonable control including such events as labor or material shortages, conditions of supply and demand, import/export restrictions, or disruptions in Franchisor's (or the applicable Affiliate's) supply sources.

9.4.4 Franchisor (or the applicable Affiliate) may act as a Supplier of goods, services, products, and/or supplies purchased by Franchisee, and Franchisor (or its Affiliate) may be designated as the sole Supplier of any such Goods or Services. On the expiration or termination of this Agreement, or in the event of any default by Franchisee of this Agreement, Franchisor (or the applicable Affiliate) shall not be obliged to fill or ship any orders then pending or, in the case of termination or non-renewal, made any time thereafter by Franchisee, and Franchisor may notify its approved Suppliers of any impending termination or expiration of this Agreement and may, among other things, instruct such Suppliers to deliver only such quantity of Proprietary Products as is reasonably necessary to supply Franchisee's needs prior to the expiration or termination date of this Agreement.

9.4.5 From time to time upon Franchisor's (or the applicable Affiliate's) request, Franchisee shall promptly estimate the level of purchases that Franchisee expects to make from Franchisor (or the applicable Affiliate) over the two weeks following the date of the request.

9.5 Rebates. Franchisor (or its Affiliates) may collect rebates and allowances and credits from Suppliers in the form of cash or services or otherwise from Suppliers based on purchases or sales by Franchisee and, if in cash, Franchisor shall disburse such funds either: (a) directly by the Supplier to Franchisee, other franchisees and Franchisor (and/or its Affiliates) pro rata based on their respective relative purchases or sales volumes; or (b) be contributed to the Creative Fund and subsequently distributed to franchisees, including Franchisee, and to Franchisor (and/or its Affiliates) pro rata based on their respective relative purchases or sales volumes; in either case, net of the actual and reasonable costs and expenses incurred to administer, collect, calculate and distribute the rebates, credits and marketing allowances. Any such contribution of such rebates, allowances or credits to the Creative Fund shall not reduce Franchisee's obligation to pay the Creative Fee.

9.6 Test Marketing. Franchisor may, from time to time, authorize Franchisee to test market products and/or services in connection with the operation of the Non-Traditional Restaurant. Franchisee shall cooperate with Franchisor in connection with the conduct of such test marketing and shall comply with the Franchisor's rules and regulations established from time to time in connection herewith.

9.7 Customer Reporting and Comments.

9.7.1 At Franchisor's request, Franchisee shall use reasonable efforts to secure the names, addresses and other information reasonably required by Franchisor, of Franchisee's customers at the Non-Traditional Restaurant and shall allow such information to be used by Franchisor only for the "Blaze Pizza" brand. Franchisee may not divulge such customer names, addresses or other information, with or without remuneration, to any third party. Franchisee shall respond promptly to each customer inquiry or complaint and resolve all reasonable complaints to the customer's satisfaction.

9.7.2 At Franchisor's request, Franchisee shall purchase, use and display in the Non-Traditional Restaurant during all operating hours customer comment and other cards in the manner specified in the Blaze Standards Guidelines, or use other physical and electronic methods to gather customer information and comments regarding their experience at the Non-Traditional Restaurant, or "Blaze Pizza" Restaurants in general.

ARTICLE 10
REPORTS, BOOKS AND RECORDS, INSPECTIONS

10.1 General Reporting. Franchisee shall, as and when specified by Franchisor, submit to Franchisor statistical control forms and such other financial, operational and statistical information (by paper, facsimile, email, or other method of transmission) as Franchisor may require to: (i) assist Franchisee in the operation of the Non-Traditional Restaurant in accordance with the System; (ii) allow Franchisor to monitor the Franchisee's Gross Sales, purchases, costs and expenses; (iii) enable Franchisor to develop chain wide statistics which may improve bulk purchasing; (iv) assist Franchisor in the development of new authorized products or the removal of existing unsuccessful Authorized "Blaze Pizza" Products; (v) enable Franchisor to refine existing Authorized "Blaze Pizza" Products; (vi) generally improve chain-wide understanding of the System (collectively, the "**Information**"). Without limiting the generality of the foregoing:

10.1.1 Franchisee will electronically link the Non-Traditional Restaurant to Franchisor and its third party supplier and will allow Franchisor to poll on a daily or more frequent basis. If Franchisor is unable to poll the Non-Traditional Restaurant by electronic link, Franchisee shall provide Franchisor with daily CSV files (machine readable) in a form acceptable to Franchisor. Notwithstanding anything to the contrary in this Agreement, this section shall apply to all Gross Sales reports.

10.1.2 For Non-Traditional Restaurants not on the "Blaze Pizza" Information System, at Franchisor's request, on or before Wednesday of each Week during the Term hereof, Franchisee shall submit a Gross Sales report signed by Franchisee, on a form prescribed by Franchisor, reporting all Gross Sales for the preceding Week, together with such additional financial information as Franchisor may from time to time request.

10.1.3 Within 60 days following the end of each calendar year, Franchisee shall submit to Franchisor an unaudited financial statement prepared in accordance with generally accepted accounting principles, and in such form and manner prescribed by Franchisor, which shall be certified by Franchisee to be accurate and complete. Promptly upon Franchisor's request, Franchisee will furnish Franchisor with a copy of each of Franchisee's reports and returns of sales, use, and gross receipt taxes related to the operation of the Non-Traditional Restaurant. Franchisor reserves the right to require such further information concerning the Non-Traditional Restaurants that Franchisor may from time to time reasonably request.

10.2 Inspections. Franchisee acknowledges that Franchisor shall require access to the Non-Traditional Venue and the Premises in order to effectuate the terms of this Agreement. Accordingly, Franchisee hereby agrees that it will obtain the right, on behalf of itself and Franchisor, to enter the Non-Traditional Venue, the Non-Traditional Restaurant, the common areas and all other areas of the Premises area used to support the Non-Traditional Restaurant (such as remote refrigeration) from any and all persons whose approval is required for the purpose of effectuating the terms of this Agreement.

Franchisor's authorized representatives shall have the right, from time to time, to enter upon the entire Premises of the Non-Traditional Restaurant and common areas during business hours to examine same, conferring with Franchisee's employees, inspecting and checking operations, food, beverages, furnishings, interior and exterior decor, supplies, fixtures, and equipment, and determining whether the business is being conducted in accordance with this Agreement, the System and the Blaze Standards Guidelines. Franchisor shall use reasonable efforts to avoid materially disrupting the operation of the Non-Traditional Restaurant. If any such inspection indicates any deficiency or unsatisfactory condition with respect to any matter required under this Agreement or the Blaze Standards Guidelines, including quality, cleanliness, service, health and authorized product line, Franchisor will notify Franchisee in writing of Franchisee's non-compliance with the Blaze Standards Guidelines, the System, or this Agreement, and Franchisee shall promptly correct or repair such deficiency or unsatisfactory condition. In accordance with this Section 10.2, Franchisor may require Franchisee to take, and thereafter Franchisee shall take, immediate corrective action, which action may include temporarily closing the Non-Traditional Restaurant.

10.3 Audits. Franchisee shall prepare, and keep for not less than three years following the end of each of its fiscal years, or such longer period required under Applicable Law, adequate books and records showing daily receipts in, at, and from the Non-Traditional Restaurant, applicable sales tax returns (if any), all pertinent original serially numbered sales slips and cash register records, and such other sales records as may be reasonably required by Franchisor from time to time to verify Gross Sales and purchases reported by Franchisee to Franchisor, in a form suitable for an audit of its records by an authorized auditor or agent of Franchisor. Such information shall be broken down by categories of goods, foods and beverages sold, where possible. Franchisor, its agents or representatives may, at any reasonable time during normal working hours, audit or review Franchisee's books and records in accordance with generally accepted standards established by certified public accountants. Franchisor may also conduct the audit at a site other than the Location and Franchise shall provide all information to Franchisor, its agents or representatives, promptly upon demand (but not later than five days following the date of the request). If any audit or other investigation reveals an under-reporting or under-recording error, then upon demand Franchisee shall pay the amount determined to be owed, plus interest at the daily equivalent of 12% per year simple interest, not to exceed the highest rate permitted by Applicable Law. In addition, if any such audit or other investigation reveals an under-reporting or under-recording error of 2% or more or if Franchisee fails to submit any reports when due, then in addition to any other sums due and in addition to any other rights and remedies it may have, including the right to terminate this Agreement as provided in Article 14, the expenses of the audit/inspection shall be borne and paid by Franchisee upon billing by Franchisor, which shall include Franchisor's Travel Expenses and Wages and reasonable accounting and legal expense. Without limiting the foregoing, if such audit or other investigation reveals an under-reporting or under-recording error of 5% percent or more, Franchisor, in addition to any other rights and remedies it may have, including the right to terminate this Agreement as provided in Article 14, may require Franchisee to maintain and deliver to Franchisor from time to time, financial statements audited by an independent certified public accountant.

10.4 Books and Records. Franchisee shall maintain an accounting and record keeping system, in accordance with sound business practices, which shall provide for basic accounting information necessary to prepare financial statements, a general ledger, and reports required by this Agreement and the Blaze Standards Guidelines. Franchisee shall maintain accurate, adequate and verifiable books and supporting documentation relating to such accounting information.

ARTICLE 11
TRADEMARKS

11.1 Use of Marks. Subject to Section 11.6 of this Agreement, the Non-Traditional Restaurant shall be named "Blaze Pizza" with only such additional prefix or suffix as may be required by Franchisor from time to time. Franchisee shall use and display such of Franchisor's trade dress, Marks, and such signs, advertising and slogans only as Franchisor may from time to time prescribe or approve. Upon expiration or sooner termination of this Agreement, Franchisor may, if Franchisee does not do so, execute in Franchisee's name and on Franchisee's behalf, any and all documents necessary in Franchisor's judgment to end and cause the discontinuance of Franchisee's use of the trade dress and Marks and Franchisor is hereby irrevocably appointed and designated as Franchisee's attorney-in-fact so to do. Franchisee shall not imprint or authorize any person to imprint any of the Marks on any product without the express written approval of Franchisor. Franchisee shall not use the Marks in connection with any offering of securities or any request for credit without the prior express written approval of Franchisor. Franchisor may withhold or condition any approval related to the Marks, including those described in this Section, in its discretion. During the Term, Franchisee shall identify the Non-Traditional Restaurant as an independently owned and operated franchise of Franchisor, in the form and manner specified by Franchisor, including on all invoices, order forms, receipts, checks, business cards, on posted notices located the Location and in other media and advertisements as Franchisor may direct from time to time.

11.2 Non-Use of Trade Name. If Franchisee is an Entity, it shall not use Franchisor's Marks, or Franchisor's trade name, or any words or symbols which are confusingly phonetically or visually similar to the Marks, as all or part of Franchisee's name.

11.3 Use of Other Trademarks. Franchisee shall not display the trademark, service mark, trade name, insignia or logotype of any other person or Entity in connection with the operation of the Non-Traditional Restaurant without the express prior written consent of Franchisor, which may be withheld in its discretion; provided however, in the case of a Non-Traditional Venue, the Premises (but not the Non-Traditional Restaurant) may display the trademarks, service marks and other commercial symbols of Franchisee or third parties, in accordance with the terms herein contained.

11.4 Non-ownership of Marks. Nothing herein shall give Franchisee, and Franchisee shall not assert, any right, title or interest in Franchisor's trade dress, or to any of the Marks or the goodwill annexed thereto, except a mere privilege and license during the term hereof, to display and use the same according to the terms and conditions herein contained.

11.5 Defense of Marks. If Franchisee receives notice, or is informed, of any claim, suit or demand against Franchisee on account of any alleged infringement, unfair competition, or similar matter on account of its use of the Marks in accordance with the terms of this Agreement ("**Trademark Claim**"), Franchisee shall promptly notify Franchisor of any such claim, suit or demand. Thereupon, Franchisor shall take such action as it may deem necessary and appropriate to protect and defend

Franchisee against any such claim by any third party. Franchisee shall not settle or compromise any such claim by a third party without the prior written consent of Franchisor. Franchisor shall have the sole right to defend, compromise or settle any such claim, in its discretion, at Franchisor's sole cost and expense, using attorneys of its own choosing, and Franchisee shall cooperate fully with Franchisor in connection with the defense of any such claim. Franchisee may participate at its own expense in such defense or settlement, but Franchisor's decisions with regard thereto shall be final.

11.6 Prosecution of Infringers. If Franchisee shall receive notice or is informed or learns that any third party, which it believes to be unauthorized to use the Franchisor's trade dress or Marks, is using Franchisor's trade dress or Marks or any variant thereof, Franchisee shall promptly notify Franchisor of the facts relating to such alleged infringing use. Thereupon, Franchisor shall, in its discretion, determine whether or not it wishes to take any action against such third person on account of such alleged infringement of the trade dress and/or Marks. Franchisee shall have no right to make any demand against any such alleged infringer or to prosecute any claim of any kind or nature whatsoever against such alleged infringer for or on account of such infringement.

11.7 Modification of Marks. From time to time, in the Blaze Standards Guidelines or in directives or bulletins supplemental thereto, Franchisor may add to, delete or modify any or all of the Marks and trade dress. Franchisee shall, at its cost and expense, use, or cease using, as may be applicable, the Marks and/or trade dress, including any such modified or additional trade names, trademarks, service marks, logotypes and commercial symbols, in strict accordance with the procedures, policies, rules and regulations contained in the Blaze Standards Guidelines or in written directives issued by Franchisor to Franchisee, as though they were specifically set forth in this Agreement. Except as Franchisor may otherwise direct, Franchisee shall implement any such change within 60 days after notice thereof by Franchisor, at Franchisee's expense.

11.8 Acts in Derogation of the Marks. Franchisee agrees that Franchisor's trade dress and the Marks are the exclusive property of Franchisor and/or its Affiliates and Franchisee now asserts no claim and will hereafter assert no claim to any goodwill, reputation or ownership thereof by virtue of Franchisee's licensed and/or franchised use thereof, or otherwise. Franchisee further agrees that it is familiar with the standards and high quality of the use by Franchisor and others authorized by Franchisor of the trade dress and Marks in the operation of Restaurants, and agrees that Franchisee will maintain this standard in its use of the Marks and trade dress. All use of the Marks and trade dress by Franchisee inures to the benefit of Franchisor. Franchisee shall not contest or assist anyone in contesting at any time during or after the Term, in any manner, the validity of any Mark or its registration, and shall maintain the integrity of the Marks and prevent their dilution. Franchisee shall not do or permit any act or thing to be done in derogation of any of the rights of Franchisor or its Affiliates in connection with the same, either during the Term of this Agreement or thereafter, and that it will use the Marks and Franchisor's trade dress only for the uses and in the manner licensed and/or franchised hereunder and as herein provided. Without limiting the foregoing, Franchisee shall not (i) interfere in any manner with, or attempt to prohibit, the use of Franchisor's trade dress and/or the Marks by any other franchisee or licensee of Franchisor; or (ii) divert or attempt to divert any business or any customers of the Non-Traditional Restaurant to any other person or Entity, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks.

11.9 Assumed Name Registration. If Franchisee is required to do so by Applicable Law, Franchisee shall promptly upon the execution of this Agreement file with applicable Governmental Authorities, a notice of its intent to conduct its business under the name "Blaze Pizza" with only such additional prefix or suffix as may be required by Franchisor from time to time. Promptly upon the expiration or termination of this Agreement for any reason whatsoever, Franchisee shall promptly execute and file such documents as may be necessary to revoke or terminate such assumed name registration, and if Franchisee shall fail to promptly execute and file such documents as may be necessary to effectively revoke and terminate such assumed name registration, Franchisee hereby irrevocably appoints Franchisor as its attorney-in-fact to do so for and on behalf of Franchisee.

11.10 Photo/Video Release. Franchisee acknowledges and authorizes Franchisor to use its likeness and the Non-Traditional Restaurant's likeness in a photograph in any and all of Franchisor's publications, including printed and digital publications and on websites. Franchisee agrees and understands that any photograph using such likeness will become Franchisor's property and will not be returned. Franchisee agrees and irrevocably authorizes Franchisor to edit, alter, copy, exhibit, publish or distribute any photograph of Franchisee or of the Non-Traditional Restaurant for any lawful purpose. Franchisee agrees and waives any rights to royalties or any other compensation related to Franchisor's use of any photograph of Franchisee. Franchisee agrees to hold harmless and forever discharge Franchisor from all claims, demands, and causes of action which Franchisee may have in connection with this authorization.

ARTICLE 12
COVENANTS REGARDING OTHER BUSINESS INTERESTS

12.1 Non-Competition. Franchisee acknowledges that the System is distinctive and has been developed by Franchisor and/or its Affiliates at great effort, time, and expense, and that Franchisee has regular and continuing access to valuable and confidential information, training, and trade secrets regarding the System. Franchisee recognizes its obligations to keep confidential such information as set forth herein. Franchisee therefore agrees as follows:

12.1.1 During the Term, no Restricted Person or Restaurant Manager shall in any capacity, either directly or indirectly, through one or more affiliated Entities, (i) engage in any Competitive Activities at any location, unless Franchisor shall consent thereto in writing, or (ii) divert or attempt to divert any business or any customers of the Non-Traditional Restaurant to any other person or Entity, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks.

12.1.2 To the extent permitted by Applicable Law, upon (i) the expiration or termination of this Agreement, (ii) the occurrence of any Assignment, or (iii) the cession of any Restricted Person's relationship with Franchisee, each person who was a Restricted Person before such event shall not for a period of 24 months thereafter, either directly or indirectly, own, operate, advise, be employed by, or have any financial interest in any business engaged in Competitive Activities within an area within five miles from any then-existing Restaurant, without the Franchisor's prior written consent. In applying for such consent, Franchisee will have the burden of establishing that any such activity by it will not involve the use of benefits provided under this Agreement or constitute unfair competition with Franchisor or other franchisees or area developers of the Franchisor.

12.2 Trade Secrets.

12.2.1 Franchisor possesses and continues to develop, and during the course of the relationship established hereunder, Restricted Persons may have access to, proprietary and confidential information, including the Trade Secrets, proprietary software (and related documentation) recipes, secret ingredients, specifications, procedures, concepts and methods and techniques of developing and operating a Restaurant and producing Authorized "Blaze Pizza" Products. Franchisor may disclose certain of its Trade Secrets to Restricted Persons in the Blaze Standards Guidelines, bulletins, supplements, confidential correspondence, or other confidential communications, and through the Franchisor's training program and other guidance and management assistance, and in performing Franchisor's other obligations and exercising Franchisor's rights under this Agreement. "Trade Secrets" shall not include information which: (a) has entered the public domain or was known to Franchisee prior to Franchisor's disclosure of such information to Franchisee, other than by the breach of an obligation of confidentiality owed (by anyone) to Franchisor or its Affiliates; (b) becomes known to the Restricted Persons from a source other than Franchisor or its Affiliates and other than by the breach of an obligation of confidentiality owed (by anyone) to Franchisor or its Affiliates; or (c) was independently developed by Franchisee without the use or benefit of any of the Franchisor's Trade Secrets. The burden of proving the applicability of the foregoing will reside with Franchisee.

12.2.2 Each Restricted Person shall acquire no interest in the Trade Secrets other than the right to use them in developing and operating the Non-Traditional Restaurant during the Term of this Agreement. A Restricted Person's duplication or use of the Trade Secrets in any other endeavor or business shall constitute an unfair method of competition. Each Restricted Person shall: (i) not use the Trade Secrets in any business or other endeavor other than in connection with the Non-Traditional Restaurant; (ii) maintain absolute confidentiality of the Trade Secrets during and after the Term of this Agreement; and (iii) make no unauthorized copy of any portion of the Trade Secrets, including the Blaze Standards Guidelines, bulletins, supplements, confidential correspondence, or other confidential communications, whether written or oral. Franchisee shall operate the Non-Traditional Restaurant and implement all reasonable procedures prescribed from time to time by Franchisor to prevent unauthorized use and disclosure of the Trade Secrets, including, implementing restrictions and limitations as Franchisor may prescribe on disclosure to employees and use of non-disclosure and non-competition provisions in employment agreements with employees who may have access to the Trade Secrets. Promptly upon Franchisor's request, Franchisee shall deliver executed copies of such agreements to Franchisor. If Franchisee has any reason to believe that any employee has violated the provisions of the confidentiality and non-competition agreement, Franchisee shall promptly notify Franchisor and shall cooperate with Franchisor to protect Franchisor against infringement or other unlawful use including, but not limited to, the prosecution of any lawsuits if, in the judgment of Franchisor, such action is necessary or advisable. Without limiting the foregoing, Franchisor may also impose reasonable restrictions and conditions, from time to time, on the disclosure of financial or statistical information in connection with the sale or potential sale of the Non-Traditional Restaurant, including the execution of confidentiality agreements.

12.2.3 In view of the importance of the Marks and the Trade Secrets and the incalculable and irreparable harm that would result to the parties in the event of a default of the covenants and agreements set forth herein in connection with these matters, the parties agree that each party shall have the right in a proper case to obtain specific performance, temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction to enforce the covenants and agreements in this Agreement, in addition to any other relief to which such party may be entitled at law or in Equity. Each party submits to the exclusive jurisdiction of the courts of the State of California and the U.S. federal courts sitting in Los Angeles, California for purposes thereof. The parties agree that venue for any such proceeding shall be the state and federal courts located in Los Angeles, California. Franchisee agrees that Franchisor may have temporary or preliminary injunctive relief without bond, but upon due notice, and Franchisee's sole remedy in the event of the entry of such injunctive relief will be the dissolution of the injunctive relief, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any the injunction being expressly waived).

12.3 Confidentiality and Press Releases. Franchisee shall not disclose the substance of this Agreement to any third party except as necessary to inform lessors from which it is seeking Leases or lessors which are parties to Leases in order to obtain renewals of, or avoid terminations of, such Leases or as necessary to obtain any Permits or other approvals, or to the extent required by the lawful order of any court of competent jurisdiction or federal, state, or local agency having jurisdiction over Franchisee, provided that Franchisee shall give Franchisor prior notice of such disclosure. Unless disclosure is required by Applicable Law, no public communication, press release or announcement regarding this Agreement, the transactions contemplated hereby or the operation of the Non-Traditional Restaurant or any Crisis Management Event shall be made by Franchisee without the written approval of Franchisor in advance of such press release announcement, or public communication.

12.3.1 Franchisee must follow all reasonable procedures Franchisor prescribes to prevent unauthorized use and disclosure of Franchisor's policies and the contents of Franchisor's Blaze Standards Guidelines, marketing concepts, and operating methods and techniques (the "**Confidential Materials and Practices**"), which may include limiting access to confidential information to management employees with a need to know, and requiring such persons to execute non-disclosure agreements.

12.3.2 Notwithstanding the foregoing, the restrictions on the disclosure and use of the Trade Secrets or Confidential Materials and Practices will not apply to disclosure of Trade Secrets or Confidential Materials and Practices: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; (ii) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; (iii) made in cases of suit for retaliation based on the reporting of a suspected violation of law, disclosure of Trade Secrets or Confidential Materials and Practices to an attorney and for use of the Trade Secrets or Confidential Materials and Practices in such court proceeding, so long as any document containing the Trade Secrets or Confidential Materials and Practices is filed under seal and Trade Secrets or Confidential Materials and Practices is not otherwise disclosed except pursuant to court order.

12.4 Interference with Employment Relations. Without Franchisor's prior written consent, during the Term and for a period of 24 months following the termination, expiration or nonrenewal of this Agreement, or there shall occur an Assignment, neither Franchisee, or its respective Affiliates, officers, directors, or managers, or any of them, shall in any capacity whatsoever, either directly or indirectly, hire, solicit or encourage to leave the employment of Franchisor, any of its Affiliates, or any licensee or franchisee of Franchisor, any of its Affiliates, any employee of Franchisor or any of its Affiliates (or any person who such persons knew or should have known was an employee of any licensee or franchisee of Franchisor) or hire any such employee who has left the employment of Franchisor or any of its Affiliates (or Franchisor's licensee or franchisee) within one year of the termination of such employee's employment with Franchisor or any of its Affiliates (or Franchisor's licensee or franchisee).

12.5 Effect of Applicable Law. In the event any portion of the covenants in this Article violates laws affecting Franchisee, or is held invalid or unenforceable in a final judgment to which Franchisor and Franchisee are parties, then the maximum legally allowable restriction permitted by law shall control and bind Franchisee. Franchisor may at any time unilaterally reduce the scope of any part of the above covenants, and Franchisee shall comply with any such reduced covenant upon receipt of written notice. The provisions of this Article shall be in addition to and not in lieu of any other confidentiality obligation of Franchisee, or any other person, whether pursuant to another agreement or pursuant to Applicable Law.

12.6 Business Practices. Franchisee represents, warrants and covenants to Franchisor that:

12.6.1 As of the date of this Agreement, Franchisee and each of its Affiliates shall be and, during the Term shall remain, in full compliance with all applicable laws in each jurisdiction in which Franchisee or any of its Affiliates, as applicable, conducts business that prohibits unfair, fraudulent or corrupt business practices in the performance of its obligations under this Agreement and related activities, including the following prohibitions:

(a) No government official, official of an international organization, political party or official thereof, or candidate is an owner or has any investment interest in the revenues or profit of Franchisee;

(b) None of the property or interests of Franchisee or any of its Affiliates is subject to being "blocked" under any Anti-Terrorism Laws. Neither Franchisee, nor any of its respective funding sources (including any legal or beneficial owner of any Equity in Franchisee) or any of its Affiliates is or has ever been a terrorist or suspected terrorist within the meaning of the Anti-Terrorism Laws or identified by name or address on any Terrorist List. Each of Franchisee and its Affiliates are in compliance with Applicable Law, including all such Anti-Terrorism Laws;

(c) Neither Franchisee nor any of its Affiliates conducts any activity, or has failed to conduct any activity, if such action or inaction constitutes a money laundering crime, including any money laundering crime prohibited under the International Money Laundering Abatement and Anti-Terrorist Financing Act, as amended, and any amendments or successors thereto.

(d) Franchisee is neither directly nor indirectly owned nor controlled by the government of any country that is subject to a United States embargo. Nor does Franchisee or its Affiliates act directly or indirectly on behalf of the government of any country that is subject to a United States embargo.

12.6.2 Franchisee has taken all necessary and proper action required by Applicable Law and has the right to execute this Agreement and perform under all of its terms. Franchisee shall implement and comply with anti-money laundering policies and procedures that incorporate "know-your-customer" verification programs and such other provisions as may be required by applicable law.

12.6.3 Franchisee shall implement procedures to confirm, and shall confirm, that (a) none of Franchisee, any person or entity that is at any time a legal or beneficial owner of any interest in Franchisee or that provides funding to Franchisee is identified by name or address on any Terrorist List or is an Affiliate of any person so identified; and (b) none of the property or interests of Franchisee is subject to being "blocked" under any Anti-Terrorism Laws.

12.6.4 Franchisee shall promptly notify Franchisor upon becoming aware of any violation of this Section or of information to the effect that any person or entity whose status is subject to confirmation pursuant to Section 12.6.3 above is identified on any Terrorist List, any list maintained by OFAC or to being "blocked" under any Anti-Terrorism Laws, in which event Franchisee shall cooperate with Franchisor in an appropriate resolution of such matter.

12.6.5 In accordance with Applicable Law, none of Franchisee nor any of its Affiliates, principals, partners, officers, directors, managers, employees, agents or any other persons working on their behalf, shall offer, pay, give, promise to pay or give, or authorize the payment or gift of money or anything of value to any officer or employee of, or any person or entity acting in an official capacity on behalf of, the Governmental Authority, or any political party or official thereof or while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any official, for the purpose of (a) influencing any action or decision of such official in his or its official capacity; (b) inducing such official to do or omit to do any act in violation of his or its lawful duty; or (c) inducing such official to use his or its influence with any Governmental Authority to affect or influence any act or decision of such Governmental Authority in order to obtain certain business for or with, or direct business to, any person.

12.7 Customer Data. Without limiting the generality of anything else contained herein, all data that Franchisee collects, creates, provides or otherwise develops (including, but not limited to information regarding customers) is (and will be) owned exclusively by Franchisor, and Franchisor will have the right to use such data in any manner that Franchisor deems appropriate without compensation to Franchisee. Copies and/or originals of such data must be provided to Franchisor upon its request. Franchisor hereby licenses use of such data back to Franchisee, at no additional cost, solely for the term of this Agreement and solely for Franchisee's use in connection with the Non-Traditional Restaurant under this Agreement. Franchisee agrees to provide Franchisor with the information that it reasonably requires with respect to data and cybersecurity requirements. Franchisee is required to safeguard any such data using commonly accepted practices in the restaurant industry as well as comply with any laws or regulations regarding data protection.

12.8 Survival. The provisions of this Article shall not limit, restrain or otherwise affect any right or cause of action which may accrue to Franchisor for any infringement of, violation of, or interference with, this Agreement, or Franchisor's Marks, System, Trade Secrets, or any other proprietary aspects of Franchisor's business.

ARTICLE 13
NATURE OF INTEREST, ASSIGNMENT

13.1 Assignment by Franchisor. This Agreement is fully transferable by Franchisor, in whole or in part, without the consent of Franchisee and shall inure to the benefit of any transferee or their legal successor to Franchisor's interests herein; provided, however, that such transferee and successor shall expressly agree to assume Franchisor's obligations under this Agreement. Without limiting the foregoing, Franchisor may (i) assign any or all of its rights and obligations under this Agreement to an Affiliate; (ii) sell its assets, its marks, or its System outright to a third party; (iii) engage in a public offering of its securities; (iv) engage in a private placement of some or all of its securities; (v) merge, acquire other corporations, or be acquired by another corporation; or (vi) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring. Franchisor shall be permitted to perform such actions without liability or obligation to Franchisee who expressly and specifically waives any claims, demands or damages arising from or related to any or all of the above actions (or variations thereof). Franchisor shall have no liability for the performance of any obligations contained in this Agreement after the effective date of such transfer or assignment. In connection with any of the foregoing, at Franchisor's request, Franchisee shall deliver to Franchisor a statement in writing certifying (a) that this Agreement is unmodified and in full force and effect (or if there have been modifications that the Agreement as modified is in full force and effect and identifying the modifications); (b) that Franchisee is not in default under any provision of this Agreement, or if in default, describing the nature thereof in detail; and (c) as to such other matters as Franchisor may reasonably request; and Franchisee agrees that any such statements may be relied upon by Franchisor and any prospective purchaser, assignee or lender of Franchisor.

13.2 Assignment by Franchisee.

13.2.1 The rights and duties created by this Agreement are personal to Franchisee. This Agreement has been entered into by Franchisor in reliance upon and in consideration of the singular individual or collective character, reputation, skill attitude, business ability, and financial capacity of Franchisee, who will actively and substantially participate in the development ownership and operation of each Non-Traditional Restaurant established under this Master Agreement. Accordingly, except as otherwise may be permitted herein, Franchisee shall not, without Franchisor's prior written consent, cause or permit any Assignment. Any such purported Assignment occurring by operation of law or otherwise without Franchisor's prior written consent shall constitute a default of this Agreement by Franchisee, and shall be null and void. Except in the instance of Franchisee advertising to sell the Non-Traditional Restaurant and assign this Agreement in accordance with the terms hereof, Franchisee shall not, without Franchisor's prior written consent, offer for sale or transfer at public or private auction or advertise publicly for sale or transfer, the furnishings, interior and exterior decor items, supplies, fixtures, equipment, Franchisee's Lease or the real or personal property used in connection with the Non-Traditional Restaurant. Franchisee may not make any Assignment to a public Entity, or to any Entity whose direct or indirect parent's securities are publicly traded and no shares of Franchisee or any Affiliate of Franchisee may be offered for sale through the public offering of securities. To the extent that any prohibition on the pledge, hypothecation, encumbrance or granting of a security interest in this Agreement or the Assets of the Non-Traditional Restaurant may be ineffective under Applicable Law, Franchisee shall provide not less than ten days prior written notice (which notice shall contain the name and address of the secured party and the terms of such pledge, hypothecation, encumbrance or security interest) of any pledge, encumbrance, hypothecation or security interest in this Agreement or the Assets of the Non-Traditional Restaurant.

13.2.2 If Franchisee is an Entity, Franchisee shall promptly provide Franchisor with written notice (stating such information as Franchisor may from time to time require) of each and every transfer, assignment and encumbrance by any owner of any direct or indirect Equity or voting rights in Franchisee, notwithstanding that the same may not constitute an "Assignment."

13.2.3 Except for an assignment under Section 13.4 of this Agreement, Franchisee may not assign this Agreement without the permission of Franchisor, which Franchisor may grant or reject in Franchisor's sole discretion. If Franchisor allows Franchisee to complete any Assignment, Franchisor may impose any reasonable condition to the granting of its consent, and may require Franchisee to comply with each such condition of Assignment.

13.2.4 Franchisor's consent to an Assignment, if given, shall not constitute a waiver of any claims it may have against the transferring party arising out of this Agreement or otherwise, including (a) any payment or other duty owed by Franchisee to Franchisor under this Agreement before such Assignment; or (b) Franchisee's duty of indemnification and defense as set forth in Section 17.1 of this Agreement, whether before or after such Assignment, or (c) the obligation to obtain Franchisor's consent to any subsequent transfer.

13.2.5 Franchisee may not make any Assignment of this Master Agreement separate and apart from any Non-Traditional Rider issued under this Master Agreement; nor any Assignment of any Non-Traditional Rider issued under this Master Agreement separate and apart from this Master Agreement; nor any Non-Traditional Restaurant separate and apart from this Master Agreement. Notwithstanding the foregoing, Franchisor may, but shall have no obligation to, consent to a separate Assignment of a Non-Traditional Restaurant, subject to conditions imposed by Franchisor, including that the assignee enter into an appropriate franchise agreement to govern the operation of that Non-Traditional Restaurant effective upon the completion of the Assignment.

13.3 Entity Franchisee. If a Franchisee is an Entity, the following provisions will apply:

13.3.1 Franchisee represents and warrants that the information set forth in Attachment B, which is annexed hereto and by this reference made a part hereof, is accurate and complete in all material respects. Franchisee shall notify Franchisor in writing within ten days of any change in the information set forth in Attachment B, and shall submit to Franchisor a revised Attachment B, certified by Franchisee as true, correct and complete and upon acceptance thereof by Franchisor shall be annexed to this Agreement as Attachment B. Franchisee promptly shall provide such additional information as

Franchisor may from time to time request concerning all persons who may have any direct or indirect financial interest in Franchisee.

13.3.2 All of Franchisee's organizational documents (including articles of partnership, partnership agreements, articles of incorporation, articles of organization, bylaws, shareholders agreements, trust instruments, or their equivalent) will provide that the issuance and transfer of any interest in Franchisee is restricted by the terms of this Agreement, and that sole purpose for which Franchisee is formed (and the sole activity in which Franchisee is or will be engaged) is the development and operation of Non-Traditional Restaurant, pursuant to one or more master franchise agreements from Franchisor. Franchisee shall submit to Franchisor, upon the execution of this Agreement and thereafter from time to time upon Franchisor's request, a resolution of Franchisee (or its governing body) confirming that Franchisee is in compliance with this provision.

13.3.3 Securities, Partnership or other ownership interests in Franchisee may not be offered to the public under the Securities Act of 1933, as amended, nor may they be registered under the Securities Exchange Act of 1934, as amended, or any comparable federal, state or foreign law, rule or regulation. Such interests may be offered by private offering or otherwise only with the prior written consent of Franchisor, which consent shall not be unreasonably withheld. All materials required for any such private offering by federal or state law shall be submitted to Franchisor for a limited review as discussed below prior to being filed with any governmental agency; and any materials to be used in any exempt offering shall be submitted to Franchisor for such review prior to their use. No such offering by Franchisee shall imply that Franchisor is participating in an underwriting, issuance or offering of securities of Franchisee or Franchisor, and Franchisor's review of any offering materials shall be limited solely to the subject of the relationship between Franchisee and Franchisor and its Affiliates. Franchisor may, at its option, require Franchisee's offering materials to contain a written statement prescribed by Franchisor concerning the limitations described in the preceding sentence. Franchisee and the other participants in the offering must fully defend and indemnify Franchisor, and its Affiliates, their respective partners and the officers, directors, manager(s) (if a limited liability company), shareholders, members, partners, agents, representatives, independent contractors, servants and employees of each of them, from and against any and all losses, costs and liability in connection with the offering and shall execute any additional documentation required by Franchisor to further evidence this indemnity. For each proposed offering, Franchisee shall pay to Franchisor the greater of: (a) a non-refundable fee equal to 50% of Franchisor's then-current master franchise fee; or (b) such greater amount as is necessary to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering, including legal and accounting fees. Franchisee shall give Franchisor written notice at least 30 days prior to the date of commencement of any offering or other transaction covered by this Section.

13.4 Assignment to an Affiliate or Controlled Entity.

13.4.1 If Franchisee proposes to transfer all of its interest in this Agreement and the Assets of the Non-Traditional Restaurants operated hereunder to an Affiliate of Franchisee or one or more Entities formed by Franchisee solely for the convenience of ownership, Franchisee may, with Franchisor's written consent, transfer such interest and Assets, provided, and on condition that:

(a) Upon Franchisor's request, Franchisee delivering to Franchisor a true, correct and complete copy of the transferee Entity's articles of incorporation or articles of organization, bylaws, operating agreement, partnership agreement, and other organizational documents, and Franchisor has accepted the same;

(b) the transferee Entity's articles of incorporation or articles of organization, bylaws, and operating agreement, as applicable, shall provide that its activities are confined exclusively to operating the Non-Traditional Restaurant operated hereunder;

(c) Franchisee directly owns not less than 100% of the Equity and voting rights of the transferee Entity;

(d) such Entity is in good standing in its jurisdiction of organization and each other jurisdiction where the conduct of its business or the operation of its properties requires it to be so qualified;

(e) the person designated by Franchisee as the Operating Principal has exclusive day-to-day operational control of the Non-Traditional Restaurant;

(f) such Entity conducts no other business than the operation of Non-Traditional Restaurants;

(g) such Entity assumes all of the obligations under this Agreement pursuant to written agreement, the form and substance of which shall be acceptable to Franchisor;

(h) Franchisee shall execute a written guaranty, in a form prescribed by Franchisor, irrevocably and unconditional guaranteeing, jointly and severally, with all other guarantors, the full payment and performance of all of the obligations to Franchisor and its Affiliates under this Agreement;

(i) That none of the owners of the Equity of the transferee Entity is, directly or indirectly, engaged in a Competitive Activity;

(j) At Franchisor's request, Franchisee shall, and shall cause each of its Affiliates who have executed a master franchise agreement and each direct or indirect parent or subsidiary of such Affiliate, to execute and deliver to Franchisor a general release, on a form prescribed by Franchisor of any and all known and unknown claims against Franchisor and its Affiliates and their officers, directors, agents, shareholders and employees; and

(k) Franchisee shall reimburse Franchisor for all direct and indirect costs and expense it may incur in connection with the transfer, including attorney's fees.

13.4.2 In the event that Franchisee exercises its rights under Section 13.4 of this Agreement then Franchisee and such assignee Entity shall affirmatively covenant to continue to satisfy each of the conditions set forth in Section 13.4 of this Agreement throughout the term of this Agreement.

ARTICLE 14
DEFAULT AND TERMINATION

14.1 General. Franchisor shall have the right to terminate this Agreement only for "cause." "**Cause**" is hereby defined as a default of this Agreement. Franchisor shall exercise its right to terminate this Agreement upon notice to Franchisee, which right shall include the right to terminate each Rider and Non-Traditional Restaurant operated by Franchisee under this Agreement in Franchisor's sole discretion, upon the following circumstances and manners.

14.2 Automatic Termination without Notice. Subject to Applicable Laws of the jurisdiction in which the Non-Traditional Restaurant operated hereunder is located to the contrary, Franchisee shall be deemed to be in default under this Agreement, and all rights granted herein shall at Franchisor's election automatically terminate without notice to Franchisee if: (i) Franchisee shall be adjudicated bankrupt or judicially determined to be insolvent (subject to any contrary provisions of any applicable state or federal laws), shall admit to its inability to meet its financial obligations as they become due, or shall make a disposition for the benefit of its creditors; (ii) Franchisee shall allow a judgment against him in the amount of more than $25,000 to remain unsatisfied for a period of more than 30 days (unless a supersedeas or other appeal bond has been filed); (iii) the Non-Traditional Restaurant, the Premises or the Franchisee's Assets are seized, taken over or foreclosed by a government official in the exercise of its duties, or seized, taken over, or foreclosed by a creditor or lienholder provided that a final judgment against the Franchisee remains unsatisfied for 30 days (unless a supersedeas or other appeal bond has been filed); (iv) a levy of execution of attachment has been made upon the license granted by this Agreement or upon any property used in the Non-Traditional Restaurant, and it is not discharged within five days of such levy or attachment; (v) Franchisee permits any recordation of a notice of mechanics lien against the Non-Traditional Restaurant or any equipment at the Non-Traditional Restaurant which is not released within 60 days, or if any person commences any action to foreclose on the Non-Traditional Restaurant or said equipment; (vi) Franchisee allows or permits any judgment to be entered against Franchisor or any of its Affiliates, arising out of or relating to the operation of the Non-Traditional Restaurant; (vii) a condemnation or transfer in lieu of condemnation has occurred; (viii) Franchisee or any of its owners, officers, directors, or key employees is convicted of or pleads guilty or *nolo contendere* to a felony or any other crime or offense that is reasonably likely, in the sole opinion of Franchisor, to adversely affect the Franchisor's reputation, System, Marks or the goodwill associated therewith, or Franchisor's interest therein; provided, however that if the crime or offense is committed by an owner other than an Operating Principal, then Franchisor may only terminate on account thereof if such owner fails within 30 days after the conviction or guilty plea, whichever first occurs, to sell its interest in Franchisee to Franchisee's other owners; or (ix) Franchisee's and any Restricted Person's failure to comply with Article 12 or Article 20 of this Agreement.

14.3 Option to Terminate Without Opportunity to Cure. Franchisee shall be deemed to be in default and Franchisor may, at its option, terminate (i) this Agreement and all rights granted hereunder; or (ii) any or all of the Non-Traditional Riders then in effect under this Agreement, without affording Franchisee any opportunity to cure the default, effective immediately upon receipt of notice by Franchisor upon the occurrence of any of the following events:

14.3.1 Abandonment. If Franchisee shall abandon the Non-Traditional Restaurant. For purposes of this Agreement, "abandon" shall refer to (i) Franchisee's failure, at any time during the term of this Agreement, to keep the Location or Non-Traditional Restaurant open and operating for business for a period of three consecutive days (or in the case of a Host Facility that is operated fewer than seven days per week, during three consecutive days that the Host Facility is operated), except as provided in the Blaze Standards Guidelines, (ii) Franchisee's failure to keep the Premises or Non-Traditional Restaurant open and operating for any period after which it is not unreasonable under the facts and circumstances for Franchisor to conclude that Franchisee does not intend to continue to operate the Non-Traditional Restaurant, unless such failure to operate is due to Force Majeure (subject to Franchisee's continuing compliance with this Agreement), (iii) failure to actively and continuously maintain and answer the telephone listed by Franchisee for the Non-Traditional Restaurant solely with the "Blaze Pizza" name (as the same may be modified in accordance with this Agreement); (iv) the withdrawal of permission from the applicable lessor that results in Franchisee's inability to continue operation of the Non-Traditional Restaurant; (v) closing of the Non-Traditional Restaurant required by Applicable Law if such closing was not the result of a violation of this Agreement by Franchisor; or (vi) if Franchisee loses the right for whatever reason to operate within the Non-Traditional Venue;

14.3.2 Assignment. If Franchisee shall purport to make any Assignment without the prior written consent of Franchisor;

14.3.3 Repeated Defaults. If Franchisee shall default in any obligation as to which Franchisee has previously received two or more written notices of default from Franchisor setting forth the default complained of within the preceding 12 months, such repeated course of conduct shall itself be grounds for termination of this Agreement without further notice or opportunity to cure;

14.3.4 Violation of Law. If Franchisee fails, for a period of ten days after having received notification of noncompliance from Franchisor or any governmental or quasi-governmental agency or authority, to comply with any federal, state or local law or regulation applicable to the operation of the Non-Traditional Restaurant;

14.3.5 Sale of Unauthorized Products. If Franchisee sells unauthorized products to the public after notice of default and thereafter sells such products, whether or not Franchisee has cured the default after one or more notices;

14.3.6 Under Reporting. If an audit or investigation conducted by Franchisor hereof discloses that Franchisee has knowingly maintained false books or records, or submitted false reports to Franchisor, or knowingly understated its Gross Sales or withheld the reporting of same as herein provided, and, without limiting the foregoing, if, on three or more occasions in any single 36 month period, any audits or other investigations reveals an under-reporting or under-recording error of 2% or more, or on any single occasion any audit or other investigation reveals an under-reporting or under-recording of 5% or more;

14.3.7 Intellectual Property Misuse. If Franchisee materially misuses or makes any unauthorized use of the Marks or otherwise materially impairs the goodwill associated therewith or Franchisor's rights therein, or takes any action which reflects materially and unfavorably upon the operation and reputation of the Non-Traditional Restaurant, the System, or the "Blaze Pizza" brand generally. Franchisee's unauthorized use, disclosure, or duplication of the "Trade Secrets", excluding independent acts of employees or others if Franchisee shall have exercised its best efforts to prevent such disclosures or use;

14.3.8 Misrepresentation. If Franchisee makes any material misrepresentations relating to the acquisition of this Agreement;

14.3.9 Health or Safety Violations. Franchisee's conduct of the Non-Traditional Restaurant is so contrary to this Agreement, the System and the Blaze Standards Guidelines as to constitute an imminent danger to the public health (for example, selling spoiled food knowing that the food products are spoiled or allowing a dangerous condition arising from a failure to strictly comply with any health code or ordinance or other Applicable Law to continue despite Franchisee's knowledge of such condition), or selling expired or other unauthorized products to the public after notice of default and continuing to sell such products whether or not Franchisee has cured the default after one or more notices; and

14.3.10 Failure to Complete Training. If Franchisee, the initial Operating Principal or the initial Restaurant Manager fails to complete all phases of the Initial Training Program or the Extra Practice Week, if applicable, to Franchisor's satisfaction prior to the opening of the Non-Traditional Restaurant.

14.4 Termination with Notice and Opportunity to Cure. Except for any default by Franchisee under Sections 14.2 or 14.3 of this Agreement, and as otherwise expressly provided elsewhere in this Agreement, Franchisee shall have 30 days (ten days in the case of any default in the timely payment of sums due to Franchisor or its Affiliates) after Franchisor's written notice of default within which to remedy any default under this Agreement, and to provide evidence of such remedy to Franchisor. If any such default is not cured within that time period, or such longer time period as Applicable Law may require or as Franchisor may specify in the notice of default, then any or all Non-Traditional Riders under this Agreement or this entire Agreement and all rights granted by it shall thereupon automatically terminate without further notice or opportunity to cure.

14.5 Reimbursement of Franchisor Costs. In the event of a default by Franchisee, all of Franchisor's costs and expenses arising from such default, including reasonable legal fees and reasonable hourly charges of Franchisor's administrative employees shall be paid to Franchisor by Franchisee within five days after cure or upon demand by Franchisor if such default is not cured.

14.6 Cross-Default. Any default by Franchisee under the terms and conditions of this Agreement, any Lease, or any other agreement between Franchisor (or its Affiliate), and Franchisee (or any Affiliate of Franchisee) shall be deemed to be a default of each and every said agreement. Furthermore, in the event of termination, for any cause, of this Agreement or any other agreement between the parties hereto, Franchisor may, at its option, terminate any or all said agreements. Likewise Blaze may, at its option, terminate any one Non-Traditional Rider, while not terminating this Master Agreement or other Non-Traditional Riders.

14.7 Notice Required By Law. Notwithstanding anything to the contrary contained in this Article, in the event any valid, Applicable Law of a competent Governmental Authority having jurisdiction over this Agreement and the parties hereto shall limit Franchisor's rights of termination hereunder or shall require longer notice periods than those set forth above, this Agreement shall be deemed amended to conform to the minimum notice periods or restrictions upon termination required by such laws and regulations. Franchisor shall not, however, be precluded from contesting the validity, enforceability or application of such laws or regulations in any action, arbitration, hearing or dispute relating to this Agreement or the termination thereof.

14.8 Termination by Franchisee. Franchisee may terminate this Agreement due to a material default by Franchisor of its obligations hereunder, which default is not cured by Franchisor within 60 days after Franchisor's receipt of prompt written notice by Franchisee to Franchisor detailing the alleged default with specificity; provided, that if the default is such that it cannot be reasonably cured within such 60 day period, Franchisor shall not be deemed in default for so long as it commences to cure such default within 60 days and diligently continues to prosecute such cure to completion. This is a material term of this Agreement and an arbitrator shall not, and shall not have the power or authority to, waive, modify or change this requirement in any arbitration proceeding or otherwise. If Franchisee terminates this Agreement pursuant to this Section, Franchisee shall comply with all of the terms and conditions of Article 15 of this Agreement.

ARTICLE 15
RIGHTS AND OBLIGATIONS UPON TERMINATION

15.1 General. Upon the expiration or termination of Franchisee's rights granted under this Agreement:

15.1.1 Franchisee shall immediately cease to use all Trade Secrets, the Marks, and any confusingly similar trademark, service mark, trade name, logotype, or other commercial symbol or insignia. Franchisee shall immediately return the Blaze Standards Guidelines, all training materials, CD ROMs, DVDs, records, customer lists, files, advertising and promotional materials and all other written materials incorporating Trade Secrets and all copies of the whole or any part thereof to Franchisor. Franchisee shall at its own cost make cosmetic changes to the Non-Traditional Restaurant so that it no longer contains or resembles Franchisor's proprietary designs, including: Franchisee shall remove all materials that would identify the Premises and Location as a Restaurant operated under the Marks and System, and remove distinctive cosmetic features and finishes, soffits, interior wall coverings and colors, exterior finishes and colors and signage from the Premises and Location as Franchisor may reasonably direct and shall, at Franchisor's request, grant Franchisor access to the Premises to make cosmetic changes to the Non-Traditional Restaurant so that it no longer resembles a Non-Traditional Restaurant. Or in the alternative, if Franchisor so elects, at its sole option, upon any termination or expiration of this Agreement, Franchisor shall have an immediate right to enter and take possession of the Non-Traditional Restaurant in order to maintain continuous operation of the Non-Traditional Restaurant, to provide for orderly change of management and disposition of personal property and to otherwise protect Franchisor's interest.

15.1.2 If Franchisor so elects, at its sole option, upon any termination or expiration of this Agreement, Franchisee will sell to Franchisor such equipment and furnishings as Franchisor may designate that are associated with the Non-Traditional Restaurant at its net book value, using a five -year straight line amortization period but not less than 10% of the actual cost paid by Franchisee. Franchisor shall have no other payment obligations to Franchisee, and Franchisee specifically waives any and all claims to be paid for other equipment, furnishings, fixtures, products, supplies or the goodwill associated with the terminated Non-Traditional Restaurant (which goodwill Franchisee acknowledges is owned exclusively by Franchisor). Franchisor may offset against any obligations it may have pursuant to this Section any amounts owed by Franchisee to Franchisor.

15.1.3 Franchisor may retain all fees paid pursuant to this Agreement, and Franchisee shall immediately pay any and all amounts owing to Franchisor, its Affiliates, and/or suppliers.

15.1.4 Any and all obligations of Franchisor to Franchisee under this Agreement shall immediately cease and terminate.

15.1.5 Any and all rights of Franchisee under this Agreement shall immediately cease and terminate, and Franchisee shall immediately cease and thereafter refrain from representing itself as then or formerly a Franchisee or other Affiliate of Franchisor.

15.1.6 Franchisee acknowledges that all telephone numbers, facsimile numbers, social media websites, Internet addresses and e-mail addresses (collectively "**Identifiers**") used in the operation of Franchisee's Non-Traditional Restaurant constitute Franchisor's assets, and upon termination or expiration of this Agreement, Franchisee will take such action within five days to cancel or assign to Franchisor or Franchisor's designee as determined by Franchisor, all of Franchisee's right, title and interest in and to such Identifiers and will notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any Identifiers, and any regular, classified or other telephone directory listing associated with the Identifiers and to authorize a transfer of the same to, or at Franchisor's direction. Franchisee agree to take all action required cancel all assumed name or equivalent registrations related to Franchisee's use of the Marks. Franchisee acknowledges that, Franchisor has the sole rights to, and interest in, all Identifiers used by Franchisee to promote Franchisee's Non-Traditional Restaurant and/or associated with the Marks. Franchisee hereby irrevocably appoints Franchisor, with full power of substitution, as Franchisee's true and lawful attorney-in-fact, which appointment is coupled with an interest, to execute such directions and authorizations as may be necessary or prudent to accomplish the foregoing. Franchisee further appoints Franchisor to direct the telephone company, postal service, registrar, Internet service provider, listing agency, website operator, or any other third party to transfer such Identifiers to Franchisor or Franchisor's designee. The telephone company, postal service, registrar, Internet Service Provider, listing agency, website operator, or any other third party may accept such direction by Franchisor pursuant to this Master Agreement as conclusive evidence of Franchisor's rights to the Identifiers and Franchisor's authority to direct their transfer. For the avoidance of doubt, nothing in this Section shall be deemed to permit Franchisee to use the Marks, or any of them in connection with the Internet, except with the prior consent of Franchisor as provided in this Agreement.

15.2 Survival of Obligations. Termination or expiration shall be without prejudice to any other rights or remedies that Franchisor or Franchisee, as the case may be, shall have in law or in Equity, including the right to recover benefit of the bargain damages. In no event shall a termination or expiration of this Agreement affect Franchisee's obligations to take or abstain from taking any action in accordance with this Agreement. The provisions of this Agreement which by their nature or expressly constitute post-termination (or post-expiration) covenants and agreements including the obligation of Franchisor and Franchisee to arbitrate any and all disputes shall survive the termination or expiration of this Agreement.

15.3 No Ownership of Marks. Franchisee acknowledges and agrees that rights in and to Franchisor's Marks and the use thereof shall be and remain the property of Franchisor.

15.4 Government Filings. In the event Franchisee has registered any of Franchisor's Marks or the name "Blaze Pizza" as part of Franchisee's assumed, fictitious or corporate name, Franchisee shall promptly amend such registration to delete Franchisor's Marks and any confusingly similar marks or names therefrom.

ARTICLE 16
INSURANCE

16.1 Insurance. Franchisee shall obtain and maintain (at all times during the Term) insurance coverage in the types and amounts of coverage and deductibles specified in the Blaze Standards Guidelines which shall, in each instance, designate Franchisor and its designated Affiliates as additional named insureds (except for employment liability insurance policies), with an insurance company approved by Franchisor, which approval shall not be unreasonably withheld.

If requested by Franchisor, Franchisee agrees to ensure that the general business liability and any other insurance policies obtained under Article 16 of this Agreement cover all common areas within a Host Facility. If Franchisee shall operate other restaurants or businesses in the Host Facility in addition to the Non-Traditional Restaurant, Franchisee agrees to obtain and maintain comprehensive business liability insurance and an umbrella insurance policy, collectively covering all of the businesses, including the Non-Traditional Restaurant upon request of Franchisor.

16.2 Use of Proceeds. In the event of damage to the Non-Traditional Restaurant covered by insurance, the proceeds of any such insurance shall be used to restore the Non-Traditional Restaurant to its original condition as soon as possible, unless such restoration is prohibited by the Location Lease or Franchisor has otherwise consented to in writing. Upon the obtaining of such insurance, Franchisee shall promptly provide to Franchisor proof of such insurance coverage.

16.3 Proof of Insurance. Franchisee shall, prior to opening the Non-Traditional Restaurant, (and from time to time, within ten days after a request therefor from Franchisor, and annually thereafter provide evidence of the renewal or extension of each insurance policy) file with Franchisor, certificates of such insurance and shall promptly pay all premiums on the policies as they become due. In addition, the policies shall contain a provision requiring 30 days prior written notice to Franchisor of any proposed cancellation, modification, or termination of insurance. If Franchisee fails to obtain and maintain the required insurance, Franchisor may, at its option, in addition to any other rights it may have, procure such insurance for Franchisee without notice and Franchisee shall pay, upon demand, the premiums plus 20% of the premium for Franchisor's administrative costs in taking such action.

ARTICLE 17
RELATIONSHIP OF PARTIES, INDEMNITY

17.1 Relationship of Franchisee to Franchisor. It is expressly agreed that the parties intend by this Agreement to establish between Franchisor and Franchisee the relationship of franchisor and franchisee. It is further agreed that Franchisee has no authority to create or assume in Franchisor's name or on behalf of Franchisor, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of Franchisor for any purpose whatsoever. Neither Franchisor nor Franchisee is the employer, employee, agent, partner or co-venturer of or with the other, each being independent. Franchisee agrees that it shall not under any circumstances hold itself out as the agent, representative, employee, partner or co-venturer of Franchisor. All employees hired by or working for Franchisee shall be the employees of Franchisee and shall not, for any purpose, be deemed employees of Franchisor or subject to Franchisor control. Each of the parties shall file its own tax, regulatory and payroll reports with respect to its respective employees and operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof. Neither shall have the power to bind or obligate the other except specifically as set forth in this Agreement. Franchisor and Franchisee agree that the relationship created by this Agreement is one of independent contractor and not a fiduciary relationship. Franchisee will use Franchisee's legal name on all documents for use with employees and contractors, including but not limited to, employment applications, time cards, pay checks, and employment and independent contractor agreements and will not use the Marks on these documents. Upon Franchisor's request, Franchisee and each of Franchisee's employees will sign an employment relationship acknowledgement form within seven days stating that Franchisee alone is the employer and operates the Non-Traditional Restaurant.

17.2 Indemnity.

17.2.1 Franchisee shall, at all times, protect, defend and indemnify Franchisor and its successors and assigns, and Franchisor's and their respective past, present and future owners, Affiliates, officers, directors, employees, attorneys and designees, and hold each of them harmless from and against any and all costs and expenses, including attorneys' fees, court costs, losses, liabilities, damages, claims and demands of every kind or nature on account of any actual or alleged loss, injury or damage to any person or Entity or to any property directly or indirectly arising out of or in connection with Franchisee's acquisition of the fee or leasehold interest on which the Non-Traditional Restaurant is to be located; the development, construction (including any latent or patent defects), fixturizing, furnishing and equipping of the Non-Traditional Restaurant; any breach of this Agreement; the maintenance or operation of the Premises or the Non-Traditional Restaurant, including the preparation of all food and beverage offered at the Non-Traditional Restaurant and all services (including delivery service and the provision of alcoholic beverages); any labor or employment law disputes relating to the Premises or to the Franchised Business; Franchisee's failure to pay amounts due and payable (to Franchisor or any of its Affiliates) pursuant to the Master Agreement, or failure to do or perform any other act, matter or thing required by the Master Agreement; and/or for action by Franchisor to obtain performance by Franchisee of any act, matter or thing required by the Master Agreement. In connection with the above, (a) Franchisee agrees to pay all suppliers of goods and services to Franchisee in connection with the construction and/or operation of the Non-Traditional Restaurant when due and payable; and (b) Franchisee shall include in the text of all contracts entered into between Franchisee and any third party an acknowledgment that Franchisee is solely a franchisee of Franchisor and has no ownership in or other relationship with Franchisor and, shall include an express release and hold harmless of Franchisor of any obligation or liability to such party which arises out of or is otherwise related to or in connection with Franchisee's acquisition, development, construction and operation of the Non-Traditional Restaurant.

17.2.2 Franchisor shall give Franchisee prompt written notice of any claim for which Franchisor demands indemnity (provided that such obligation shall not constitute a condition to Franchisee's indemnification obligation unless Franchisee has been materially harmed by such delay). Franchisor shall retain the full right and power to direct, manage, control and settle the arbitration of any claim. Franchisor shall submit all indemnifiable claims to its insurers in a timely manner. Any payments made by an indemnified party shall be net of benefits received by any indemnified party on account of insurance in respect of such claims.

ARTICLE 18
MEDIATION AND ARBITRATION

18.1 Mediation. Except to the extent precluded by Applicable law, the parties hereby pledge and agree that prior to filing any lawsuit (other than suits described in Section 12.2.3 or to seek provisional remedies, including injunctions and as otherwise described below in Section 18.5), they shall first attempt to resolve any dispute between the parties pursuant to mediation conducted in accordance with the Rules of Practice and Procedure of Judicial Arbitration & Mediation Services, Inc. ("**JAMS**") unless the parties agree on alternative rules and a mediator within 15 days after either party first gives notice of mediation. Mediation shall be conducted in Pasadena, California and shall be conducted and completed within 45 days following the date either party first gives notice of mediation. If the parties fail to fully resolve such dispute through mediation within such 45 day period, either party may initiate arbitration. The fees and expenses of the mediator shall be shared equally by the parties. The mediator shall be disqualified as a witness, expert or counsel for any party with respect to any suit and any related matter. Mediation is a compromise negotiation and shall constitute privileged communications under California and other Applicable Laws. The entire mediation process shall be confidential and the conduct, statements, promises, offers, views and opinions of the mediator and the parties shall not be discoverable or admissible in any legal proceeding for any purpose; provided, however, that evidence which is otherwise discoverable or admissible shall not be excluded from discovery or admission as a result of its use in the mediation.

18.2 Arbitration. Subject to Section 18.1 of this Agreement, and except as precluded by Applicable Law, any controversy or claim between Franchisor and Franchisee arising out of or relating to this Agreement or any alleged breach hereof, and any issues pertaining to the arbitrability of such controversy or claim and any claim that this Agreement or any part hereof is invalid, illegal, or otherwise voidable or void, shall be submitted to binding arbitration. Said arbitration shall be conducted before and will be heard by three arbitrators in accordance with the then-current Rules of Practice and Procedure of JAMS. If JAMS or any successor thereto, is no longer in existence at the time arbitration is commenced, Franchisor and Franchisee will agree on another arbitration organization to conduct the arbitration proceeding. Judgment upon any award rendered may be entered in any Court having jurisdiction thereof. Except to the extent prohibited by Applicable Law, the proceedings shall be held in the City of Pasadena, State of California. All arbitration proceedings and claims shall be filed and prosecuted separately and individually in the name of Franchisee and Franchisor, and not in any class action or representative capacity, and shall not be joined with or consolidated with claims asserted by or against any other franchisee. The arbitrators shall have no power or authority to grant punitive or exemplary damages as part of its award. In no event may the material provisions of this Agreement including, but not limited to the method of operation, authorized product line sold or monetary obligations specified in this Agreement, amendments to this Agreement or in the Blaze Standards Guidelines be modified or changed by the arbitrator at any arbitration hearing. The arbitration and the parties' agreement therefor shall be deemed to be self-executing, and if either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party despite said failure to appear. All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.), notwithstanding any provision of this Agreement specifying the state law under which this Agreement shall be governed and construed.

18.3 Awards. The arbitrators will have the right to award or include in the award any relief which they deem proper in the circumstances, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief and attorneys' fees and costs, in accordance with Section 18.1 of this Agreement, provided that the arbitrators will not have the authority to award exemplary or punitive damages. The award and decision of the arbitrator will be conclusive and binding upon all parties and judgment upon the award may be entered in any court of competent jurisdiction. Each party waives any right to contest the validity or enforceability of such award. The parties shall be bound by the provisions of any limitation on the period of time by which claims must be brought. The parties agree that, in connection with any such arbitration proceeding, each will submit or file any claim which would constitute a compulsory counter-claim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceedings as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding will be barred. The provisions of §1283.05 of the California Code of Civil Procedure related to depositions and discovery (including any successor provisions) are hereby incorporated by this reference and made a part of this Agreement**.**

18.4 Permissible Parties. Franchisee and Franchisor agree that arbitration will be conducted on an individual, not a class wide, basis and that any arbitration proceeding between Franchisee and Franchisor will not be consolidated with any other arbitration proceeding involving Franchisor and any other person or entity.

18.5 Injunctive Relief. Notwithstanding anything to the contrary contained in Section 18.1 or Section 18.2 of this Agreement, Franchisor and Franchisee will each have the right in a proper case to obtain specific performance, temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction, and other provisional relief including but not limited to enforcement of liens, security agreements, or attachment, as Franchisor deems to be necessary or appropriate to compel Franchisee to comply with Franchisee's obligations to the Franchisor and/or to protect the Marks of the Franchisor; or any claim or dispute involving or contesting the validity of any of the Marks. However, the parties will contemporaneously submit their dispute for arbitration on the merits. Franchisee agrees that Franchisor may have temporary or preliminary injunctive relief without bond, but upon due notice, and Franchisee's sole remedy in the event of the entry of such injunctive relief will be the dissolution of the injunctive relief, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any the injunction being expressly waived).

18.6 Survival. The provisions of this Article 18 will continue in full force and effect subsequent to and notwithstanding the expiration, termination, or non-renewal of this Agreement.

ARTICLE 19
MISCELLANEOUS PROVISIONS

19.1 Notices. Except as otherwise expressly provided herein, all written notices and reports permitted or required to be delivered by the parties pursuant hereto shall be deemed so delivered at the time delivered by hand, one business day after transmission by facsimile or other electronic system expressly approved in the Blaze Standards Guidelines as appropriate for delivery of notices hereunder (with confirmation copy sent by regular U.S. mail), or three business days after placement in the United

States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed as follows:

If to Franchisor:	Blaze Pizza, LLC 35 N. Lake Avenue Suite 710 Pasadena, CA 91101 Facsimile No.: (844) 270-1480 Attn: Amanda Shaw
If to Franchisee:	See Attachment A

Any party may change his or its address by giving ten days prior written notice of such change to all other parties.

19.2 Franchisor's Right to Cure Defaults. In addition to all other remedies herein granted if Franchisee shall default in the performance of any of its obligations or breach any term or condition of this Agreement or any related agreement, Franchisor may, at its election, immediately or at any time thereafter, without waiving any claim for default or breach hereunder and without notice to Franchisee, cure such default or breach for the account and on behalf of Franchisee, and the cost to Franchisor thereof shall be due and payable on demand and shall be deemed to be additional compensation due to Franchisor hereunder and shall be added to the amount of compensation next accruing hereunder, at the election of Franchisor.

19.3 Waiver and Delay. No waiver by Franchisor of any default or series of defaults in performance by Franchisee, and no failure, refusal or neglect of Franchisor to exercise any right, power or option given to it hereunder or under any other franchise or license agreement between Franchisor and Franchisee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Non-Traditional Restaurant) or to insist upon strict compliance with or performance of Franchisee's obligations under this Agreement, any other franchise or license agreement between Franchisor and Franchisee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Non-Traditional Restaurant) or the Blaze Standards Guidelines, shall constitute a waiver of the provisions of this Agreement or the Blaze Standards Guidelines with respect to any subsequent default thereof or a waiver by Franchisor of its right at any time thereafter to require exact and strict compliance with the provisions thereof. Franchisor will consider written requests by Franchisee for Franchisor's consent to a waiver of any obligation imposed by this Agreement. Franchisee agrees, however, that Franchisor is not required to act uniformly with respect to waivers, requests and consents as each request will be considered on a case by case basis, and nothing shall be construed to require Franchisor to grant any such request. Any waiver granted by Franchisor shall be without prejudice to any other rights Franchisor may have, will be subject to continuing review by Franchisor, and may be revoked, in Franchisor's discretion, at any time and for any reason, effective upon ten days prior written notice to Franchisee. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee by providing any waiver, approval, acceptance, consent, assistance, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request.

19.4 Survival of Covenants. The covenants contained in this Agreement which, by their nature or terms, require performance by the parties after the expiration or termination of this Agreement, shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

19.5 Successors and Assigns; Benefit. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Franchisor and Franchisee and its or their respective heirs, executors, administrators, successors and assigns, subject to the restrictions on Assignment contained herein. This Agreement is for the benefit of the parties only, and is not intended to and shall not confer any rights or benefits upon any person who is not a party hereto.

19.6 Joint and Several Liability. If Franchisee consists of more than one person or Entity, or a combination thereof, the obligations and liabilities of each such person or entity to Franchisor are joint and several, and such person(s) and/or Entities shall be deemed to be a general partnership.

19.7 Governing Law. This Agreement shall, without giving effect to any conflict of laws principles, be governed by the laws of the state in which the Non-Traditional Restaurant operated hereunder is located, and state law relating to (1) the offer and sale of franchises (2) franchise relationships, or (3) business opportunities, will not apply unless the applicable jurisdictional requirements are met independently without reference to this paragraph.

19.8 Entire Agreement. This Agreement and the Blaze Standards Guidelines contain all of the terms and conditions agreed upon by the parties with reference to the subject matter of this Agreement. No other agreements concerning the subject matter of this Agreement, oral or otherwise, shall be deemed to exist or to bind any of the parties. All prior or contemporaneous agreements, understandings and representations relating to the subject matter of this Agreement, are merged and are expressly and superseded by this Agreement, except such representations as are made in the franchise disclosure document delivered to Franchisee and any representations made by Franchisee in acquiring this Agreement. Nothing in this Agreement or any related agreement is intended to disclaim the representations made by Franchisor in the franchise disclosure document delivered to Franchisee. No officer or employee or agent of Franchisor has any authority to make any representation or promise not contained in this Agreement or in the franchise disclosure document delivered to Franchisee, and Franchisee agrees that it has executed this Agreement without reliance upon any such representation or promise. This Agreement cannot be amended, modified or changed except by written instrument signed by all of the parties.

19.9 Titles for Convenience. Article and Section titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.

19.10 Gender and Construction. The terms of all Attachments hereto are hereby incorporated into and made a part of this Agreement as if the same had been set forth in full herein. All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Agreement or any article or Section hereof may require. As used in this Agreement, the words "include," "includes" or "including" are used in a non-exclusive sense. Unless otherwise expressly provided herein to the contrary, any consent, acceptance, approval or authorization of Franchisor which Franchisee may be required to obtain hereunder may be given or withheld by Franchisor in its sole discretion, and on any occasion where Franchisor is required or permitted hereunder to make any judgment, determination or use its discretion, including any decision as to whether any condition or circumstance meets Franchisor's standards or satisfaction, Franchisor may do so in its sole subjective judgment and discretion. No provision herein expressly identifying any particular breach of this Agreement as material shall be construed to imply that any other breach which is not so identified is not material. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the drafter hereof, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto. Franchisor and Franchisee intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

19.11 Severability. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provisions of this Agreement or the Blaze Standards Guidelines and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement or the Blaze Standards Guidelines thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. If any part, article, section, sentence or clause of this Agreement or the Blaze Standards Guidelines shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect.

19.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

19.13 Fees and Expenses. If any party to this Agreement shall bring any arbitration, action or proceeding for any relief against the other, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party all of the prevailing party's reasonable attorney fees and costs incurred in bringing or defending such arbitration, action or proceeding and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such arbitration, action or proceeding and shall be paid whether or not such action or proceeding is prosecuted to final judgment. Any judgment or order entered in such action or proceeding shall contain a specific provision providing for the recovery of attorney fees and costs, separate from the judgment, incurred in enforcing such judgment. For the purposes of this Section, attorney fees shall include fees incurred in the following: (1) post-judgment motions, including motions for fees and costs; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. This Section is intended to be expressly severable from the other provisions of this Agreement, is intended to survive any judgment and is not to be deemed merged into the judgment.

19.14 Waiver of Jury Trial; Venue. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES: (1) HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT, AND (2) THEY AGREE THAT LOS ANGELES, CALIFORNIA SHALL BE THE VENUE FOR ANY LITIGATION ARISING UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THEY HAVE REVIEWED THIS SECTION AND HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE AS TO ITS MEANING AND EFFECT.

____________ FRANCHISEE INITIALS	____________ FRANCHISOR INITIALS

19.15 Covenant of Good Faith. If Applicable Law implies a covenant of good faith and fair dealing in this Agreement, the parties agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if Applicable Law shall imply the covenant, Franchisee agrees that: (i) this Agreement (and the relationship of the parties that is inherent in this Agreement) grants Franchisor the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with Franchisor's explicit rights and obligations under this Agreement that may affect favorably or adversely Franchisee's interests; (ii) Franchisor will use its judgment in exercising the discretion based on Franchisor's assessment of its own interests and balancing those interests against the interests of the franchisees generally (including Franchisor and its Affiliates if applicable), and specifically without considering Franchisee's individual interests or the individual interests of any other particular franchisee; (iii) Franchisor will have no liability to Franchisee for the exercise of Franchisor's discretion in this manner, so long as the discretion is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation shall substitute its judgment for Franchisor's judgment so exercised.

ARTICLE 20
FINANCIAL COVENANT

20.1 Debt to Capital Employed. Unless Franchisor otherwise agrees in writing, at no time during the Term shall Franchisee's ratio of debt to capital employed be greater than 50%; and Franchisee shall promptly notify Franchisor if at any time such ratio is greater than 50%.

ARTICLE 21
SUBMISSION OF AGREEMENT

21.1 General. The submission of this Agreement does not constitute an offer and this Agreement shall become effective only upon the execution thereof by Franchisor and Franchisee. This Agreement shall not be binding on Franchisor unless and until it shall have been accepted and signed on its behalf by an authorized officer of Franchisor.

ARTICLE 22
ACKNOWLEDGMENT

22.1 General. Franchisee acknowledges that Franchisee has carefully read this Agreement and all other related documents to be executed concurrently or in conjunction with the execution hereof, that Franchisee has obtained the advice of counsel in connection with entering into this Agreement, that Franchisee understands the nature of this Agreement, and that Franchisee intends to comply herewith and be bound hereby. Except as set forth in the Franchise Disclosure Document, if any such representation was made, Franchisor expressly disclaims making, and Franchisee acknowledges that it has not received or relied on any warranty or guarantee, express or implied, as to the potential volume, profits, expenses, or success of the business venture contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereof have executed this Agreement as of the date of execution by

"FRANCHISOR"

BLAZE PIZZA, LLC

____
Date of Execution

____

Name: ________________________________

Its: ___________________________________

"FRANCHISEE"

____
Date of Execution

____
[ ] an individual;
[ ] a _____________ general partnership;
[ ] a ______________ limited partnership;
[ ] a ______________ limited liability company;
[ ] a ______________ corporation

____
Name: ________________________________
Its: _______________________, and individually

____
Name: ________________________________
Its: _______________________, and individually

____
Name: ________________________________
Its: _______________________, and individually

____
Name: ________________________________
Its: _______________________, and individually

APPENDIX 1

"**Affiliate**" when used herein in connection with Franchisor or Franchisee, includes each person or Entity which directly, or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Franchisor or Franchisee, as applicable. Without limiting the foregoing, the term "Affiliate" when used herein in connection with Franchisee includes any Entity 10% or more of whose Equity or voting control, is held by person(s) or Entities who, jointly or severally, hold 10% or more of the Equity or voting control of Franchisee. For purposes of this definition, control of a person or Entity means the power, direct or indirect, to direct or cause the direction of the management and policies of such person or Entity whether by contract or otherwise. Notwithstanding the foregoing definition, if Franchisor or its Affiliate has any ownership interest in Franchisee, the term "Affiliate" shall not include or refer to the Franchisor or that Affiliate, and no obligation or restriction upon an "Affiliate" of Franchisee, shall bind Franchisor, or said Affiliate or their respective direct and indirect parents or subsidiaries, or their respective officers, directors, or managers.

"**Agreement**" means this Master Agreement.

"**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States of America (or any successor Order), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001 (or any successor legislation) and all other present and future national, provincial, federal, state and local laws, ordinances, regulations, policies, lists, Orders and any other requirements of any Governmental Authority addressing or in any way relating to terrorist acts and acts of war.

"**Applicable Law**" means and includes applicable common law and all applicable statutes, laws, rules, regulations, ordinances, policies and procedures established by any Governmental Authority, governing the development, construction and operation of the Non-Traditional Restaurant, including all labor, immigration, food and drug laws and regulations, as in effect on the Effective Date hereof, and as may be amended, supplemented or enacted from time to time.

"**Assets**" means all of the following personal property and assets owned by Franchisee or in which Franchisee otherwise has any rights, and located at, or used in connection with the Non-Traditional Restaurant: (a) all accounts, licenses, Permits, and contract rights, including this Agreement, leasehold interests, all telephone and telecopier numbers, telephone and other directory listings, general intangibles, receivables, claims of Franchisee, all guaranties and security therefor and all of Franchisor's right, title and interest in the goods purchased and represented by any of the foregoing; (b) all chattel paper including electronic chattel paper and tangible chattel paper; (c) all documents and instruments; (d) all letters of credit and letter-of-credit rights and all supporting obligations; (e) all deposit accounts; (f) all investment property and financial assets; (g) all inventory and products thereof and documents therefor; (h) all furniture, fixtures, equipment, leasehold improvements and machinery, wherever located and all documents and general intangibles covering or relating thereto; (i) all books and records pertaining to the foregoing, including computer programs, data, certificates, records, circulation lists, subscriber lists, advertiser lists, supplier lists, customer lists, customer and supplier contracts, sales orders, and purchasing records; (j) all software including computer programs and supporting information; (k) all commercial tort claims; (l) all other personal property of Franchisee of any kind used in connection with the Non-Traditional Restaurant; and (m) all proceeds of the foregoing, including proceeds of insurance policies.

"**Assignment**" shall mean and refer to any assignment, transfer, gift or other conveyance, voluntarily or involuntarily, in whole or in part, by operation of Applicable Law or otherwise, of any interest in this Master Agreement, any Non-Traditional Rider to this Agreement, any Non-Traditional Restaurant established under this Agreement, or any of Franchisee's rights or privileges under this

Agreement or any Non-Traditional Rider, or all or any substantial portion of the assets of the Non-Traditional Restaurant, including the Lease; provided, further, however, that if Franchisee is an Entity, each of the following shall be deemed to be an Assignment of this Agreement: (i) the sale, assignment, transfer, conveyance, gift, pledge, mortgage, hypothecation or other encumbrance of more than 49% in the aggregate, whether in one or more transactions, of the Equity or voting power of Franchisee, by operation of law or otherwise or any other event(s) or transaction(s) which, directly or indirectly, effectively changes control of Franchisee; (ii) the issuance of any securities by Franchisee which itself or in combination with any other transaction(s) results in the owners, as constituted on the Effective Date, owning less than 51% of the outstanding Equity or voting power of Franchisee; (iii) if Franchisee is a Partnership, the resignation, removal, withdrawal, death or legal incapacity of a general partner or of any limited partner owning more than 49% of the Partnership Rights of the Partnership, or the admission of any additional general partner, or the transfer by any general partner of any of its Partnership Rights in the Partnership, or any change in the ownership or control of any general partner; and (iv) any merger, stock redemption, consolidation, reorganization, recapitalization or other transfer of control of the Franchisee, however effected.

"**Authorized "Blaze Pizza" Products**" means the foods products, sauces and beverages and other food items and ancillary related products, which may include specialty foods, packaged foods, books, hats, t-shirts and novelty items, as specified by Franchisor from time to time in the Blaze Standards Guidelines, or as otherwise directed by Franchisor in writing, for sale at a Non-Traditional Restaurant, prepared, sold and/or manufactured in strict accordance with Franchisor's recipes, standards and specifications, including specifications as to ingredients, brand names, preparation and presentation.

"Blaze Pizza Brand Product" means any product now existing or developed in the future that bears any of the Marks.

"**Blaze Standards Guidelines**" means Franchisor's library of operations and training manuals, including a managers tools binder, Blaze intranet and any other written directive related to the System, as the same may be amended and revised from time to time, including all bulletins, supplements and ancillary and additional manuals and written directives established by Franchisor as in effect and amended from time to time.

"**Catering**" means (i) the preparation, provision and service and management of service of food and beverages (including sales, marketing and promotional practices related thereto) to guests, invitees and other third parties on behalf of a client of the provider, whether on premises owned, leased, managed, licensed, hired or operated by such client, or for a venue-based catering facility not constituting a Non-Traditional Restaurant by the provider including, without limitation, a private, cultural, entertainment, healthcare, sports, convention or educational facility, or as part of a special event such as a sporting, cultural, charitable or political event; and (ii) contract catering services which means the preparation, provision and service or management of service of food and beverages (including sales, marketing and promotional practices related thereto) to employees, customers, vendors, guests and invitees (but not the general public) on behalf of a client or to a client directly on an ongoing basis over a period of time pursuant to a contract with such client.

"**Competitive Activities**" means to own, operate, lend to, advise, be employed by, or have any financial interest in: (i) any restaurant that derives 10% or more of its Gross Sales from the sale of build-your-own or assembly-line style pizzas that are made to order, other than a Restaurant operated pursuant to a validly subsisting Master Agreement with Franchisor; or (ii) any business that specializes in developing, operating or franchising restaurants that derives 10% or more of its Gross Sales from the sale of build-your-own or assembly-line style pizzas that are made to order; or (iii) any business engaged in the preparation, production or sale, at wholesale, of any pizza food product. Notwithstanding the foregoing, "Competitive Activities" shall not include the direct or indirect ownership, solely as an investment, of securities of any Entity which is traded on any national securities exchange if the owner thereof: (i) is not a controlling person of, or a member of, a group which controls such Entity; and (ii) does not, directly or indirectly, own 5% or more of any class of securities of such Entity.

"**Continuing Royalty**" shall have the meaning set forth in Section 4.1 of this Agreement.

"**Creative Fee**" shall have the meaning set forth in Section 4.3 of this Agreement.

"**Creative Fund**" shall have the meaning set forth in Section 4.3 of this Agreement.

"**Crisis Management Event**" means any event that occurs at or about the Non-Traditional Restaurant that has or may cause harm or injury to customers or employees, such as food contamination, food spoilage/poisoning, food tampering/sabotage, contagious diseases, natural disasters, terrorist acts, shootings, or any other circumstance which may damage the System, Marks, or image or reputation of Restaurants or Franchisor or its Affiliates.

"**Default**" or "**default**" means any breach of, or failure to comply with, any of the terms or conditions of an agreement.

"**Director of Operations**" shall have the meaning set forth in Section 7.2.5 of this Agreement.

"**EFT**" shall have the meaning set forth in Section 4.6 of this Agreement.

"**Entity**" means any limited liability company, partnership, trust, association, corporation or other entity which is not an individual.

"**Equity**" means capital stock, membership interests, Partnership Rights, or other equity ownership interests of an Entity.

"**Force Majeure**" means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe); strikes, lockouts or other industrial disturbances; war, terrorist acts, riot, or other civil disturbance; epidemics; or other similar forces which Franchisee could not by the exercise of reasonable diligence have avoided; provided however, that neither an act or failure to act by a Governmental Authority, nor the performance, non-performance or exercise of rights under any agreement with Franchisee by any lender, landlord, contractor, or other person shall be an event of Force Majeure hereunder, except to the extent that such act, failure to act, performance, non-performance or exercise of rights results from an act which is otherwise an event of Force Majeure. For the avoidance of doubt, Franchisee's financial inability to perform or Franchisee's insolvency shall not be an event of Force Majeure hereunder.

"**GC Turnover Date**" shall have the meaning set forth in Section 5.4.9.

"**Goods and Services**" shall have the meaning set forth in Section 9.4 of this Agreement.

"**Governmental Authority**" means and includes all Federal, state, county, municipal and local governmental and quasi-governmental agencies, commissions and authorities.

"**Gross Sales**" means the total of all revenues received or receivable by Franchisee as payment, whether in cash or for credit or barter, or other means of exchange (and, if for credit or barter, whether or not payment is received therefor), on account of any and all food, beverages, goods, merchandise, services or products sold in or from the Non-Traditional Restaurant, including from Catering, or which are promoted or sold under any of the Marks, during each Week of the Term, whether or not Franchisor offers such services or products in its other locations, including; (a) revenues from sales of any nature or kind whatsoever, derived by Franchisee or by any other person or Entity (including Franchisee's Affiliate(s)) from the Non-Traditional Restaurant; (b) sales of Authorized "Blaze Pizza" Products in contravention of this Agreement; (c) the proceeds of any business interruption insurance, after the satisfaction of any applicable deductible; and (d) sales from vending devices including pay telephones. Notwithstanding the foregoing, "Gross Sales" shall exclude the following: (i) sums representing sales taxes collected directly from customers by Franchisee in the operation of the Non-Traditional Restaurant, and any sales, value added or other tax, excise or duty charged to customers which is levied or assessed against Franchisee by any Federal, state, municipal or local authority, based on sales of specific goods, products, merchandise or services sold or provided at or from the Non-Traditional Restaurant, provided that such taxes are actually transmitted to the appropriate Governmental Authority; (ii) sums representing tips, gratuities or service charges paid directly by customers to employees of Franchisee or paid to Franchisee and promptly and to the extent turned over to such employees by Franchisee in lieu of direct tips or gratuities; (iii) proceeds from isolated sales of equipment and trade fixtures not constituting any part of Franchisee's products and services offered for resale at the Non-Traditional Restaurant nor having any material effect upon the ongoing operation of the Non-Traditional Restaurant required under this Agreement; and (iv) revenues received on account of sales of pre-paid gift cards and certificates; provided, however, that revenues received on redemption of such pre-paid gift cards and certificates shall be included as part of "Gross Sales." For purposes of clarity, with respect to goods, merchandise, services or products sold pursuant to coupons or other discounts (which must be approved in advance by Franchisor), Gross Sales shall not include the amount of the discount from the original undiscounted purchase price of such goods, merchandise, services or products.

"**Information**" shall have the meaning set forth in Section 10.1 of this Agreement.

"**Information Systems**" means all electronic based hardware, software, middleware, web-based solutions, wireless, electronic interfaces, cabling, and other electronic devices, including, computer systems, ordering systems, mobile "app" programs, online ordering systems, point of sale and cash collection systems, data systems, network systems, printer systems, internet systems, telecommunication systems, menu systems, security systems, digital media systems, video and still digital cameras, power systems, music systems, and required service and support systems and programs.

"**Internet**" means collectively the myriad of computer and telecommunications facilities, including equipment and software, which comprise the interconnected worldwide network of networks that employ the TCP/IP [Transmission Control Protocol/Internet Protocol], or any predecessor or successor protocols to such protocol, to communicate information of all kinds by fiber optics, wire, radio, or other methods of transmission.

"**Lease**" shall mean any agreement, however denominated, that allows Franchisee to occupy a Location owned by a third party, including any lease, sublease, concession agreement, license, and similar arrangement between Franchisee and a third party.

"**Marks**" shall have the meaning set forth in Recital A above.

"**Multi-Unit Supervisor**" shall have the meaning set forth in Section 7.2.5 of this Agreement.

"**Non-Proprietary Products**" shall have the meaning set forth in Section 9.2 of this Agreement.

"**Non-Traditional Restaurant**" means a restaurant being developed or operated, as the case may be, under the Marks and in accordance with the System and specializing in the sale of Authorized "Blaze Pizza" Products pursuant to this Agreement. If Franchisee has executed a Non-Traditional Restaurant Addendum for more than one Non-Traditional Restaurant, the term "Non-Traditional Restaurant" shall mean, as context requires, one or each of the Non-Traditional Restaurants to be developed or operated the Locations pursuant to this Agreement.

"**Non-Traditional Venue**" is a facility operated under the Marks located within another primary business or in conjunction with other businesses or at institutional settings, including toll roads, train stations, amusement parks and all properties controlled by the amusement park, travel stations, hotels and motels, ships, ports, piers, casinos, stadiums, airports, theaters, big-box retailers, building supply stores, warehouse club stores, colleges and universities, schools, outlet malls, hospitals, military and other governmental facilities, office or in-plant food service facilities, shopping mall food courts operated by a master concessionaire, grocery stores, supermarkets and convenience stores and any site for which the lessor, owner or operator thereof shall have indicated its intent to prefer or limit the operation of its food service facilities to a master concessionaire or contract food service provider.

"**Operating Principal**" is identified in Attachment B and shall have the meaning set forth in Section 7.2.1 of this Agreement.

"**Partnership**" means any general partnership, limited partnership, or limited liability partnership.

"**Partnership Rights**" means voting power, property, profits or losses, or partnership interests of a Partnership.

"**Permits**" means and includes all applicable franchises, licenses, permits, registrations, certificates and other operating authority required by Applicable Law.

"**Premises**" means the premises owned, leased or subleased by Franchisee at which the Non-Traditional Restaurant is located including any ancillary common area, parking lot, campus, buildings and other structures associated with the Premises. If Franchisee has signed more than one Non-Traditional Rider under this Agreement, then references to "Premises" shall refer to the respective Premises for each Non-Traditional Restaurant operated by Franchisee under this Agreement.

"**Proprietary Products**" shall have the meaning set forth in Section 9.1 of this Agreement.

"**Punch List**" shall have the meaning set forth in Section 5.4.9.

"**Rescheduling Expenses**" shall have the meaning set forth in Section 5.4.9.

"**Restaurant Manager**" means an individual, acceptable to, and certified by Franchisor, and responsible for overseeing the operation of the Non-Traditional Restaurant.

"**Restricted Persons**" means the Franchisee, and each of its Affiliates, and the respective officers, directors, managers, and Affiliates of each of them, the Operating Principal, the Restaurant Manager(s), and the spouse and family members who live in the same household of each of the foregoing who are individuals.

"**ServSafe**" means the food safety training program administered by the National Restaurant Association Educational Foundation under the "ServSafe" name, or such other or additional food safety program or certification program designated or accepted by Franchisor from time to time for the jurisdiction in which the Non-Traditional Restaurant is located.

"**Site Review Request**" shall have the meaning set forth in Section 5.1.3 of this Agreement.

"**Supplier**" shall have the meaning set forth in Section 9.2 of this Agreement.

"**System**" means the Franchisor's operating methods and business practices related to its Restaurants, and the relationship between Franchisor and its franchisees, including defined product offerings, recipes, and preparation methods; distinctive interior and exterior Restaurant designs, including architectural designs, layout plans; other items of trade dress; specifications for equipment, fixtures, and uniforms; signs; Trade Secrets and other confidential information; restrictions on ownership; inventory techniques, standard operating and administrative procedures; management and technical training programs; and marketing and public relations programs; all as Franchisor may modify the same from time to time.

"**Term**" shall have the meaning set forth in Section 0 of this Agreement including any extensions thereof.

"**Terrorist Lists**" means all lists of known or suspected terrorists or terrorist organizations published by any U.S. Government Authority, including U.S. Treasury Department's Office of Foreign Asset Control ("**OFAC**"), that administers and enforces economic and trade sanctions, including against targeted non-U.S. countries, terrorism sponsoring organizations and international narcotics traffickers.

"**Trade Secrets**" means proprietary and confidential information, including, recipes, ingredients, specifications, procedures, policies, concepts, systems, know-how, plans, software, strategies, and methods and techniques of operating the Non-Traditional Restaurant and producing and preparing Authorized "Blaze Pizza" Products, excluding information that is or becomes a part of the public domain through publication or communication by third parties not bound by any confidentiality obligation or that Franchisee can show was already lawfully in Franchisee's possession before receipt from Franchisor.

"Trademark Claim" shall have the meaning set forth in Section 11.5.

"**Traditional Restaurant**" is a business premises that exists primarily as a Restaurant, excluding any Restaurant at a Non-Traditional Venue, however, which Traditional Restaurant may also have other types of Franchisor-approved co-branded businesses located in it, but in such case the Restaurant is the primary business. Franchisee may only operate a Traditional Restaurant through execution of a separate Master Agreement.

"**Travel Expenses**" means costs and expenses incurred by or assessed in connection with travel, including airfare, hotel/lodging, local transportation, meals, and, with regard to Franchisor employees', agents' and/or representatives' expenses, a per diem charge determined by Franchisor in advance, with respect to other incidental expenses incurred, including, without limitation, laundry and/or telephone expenses.

"**Wages**" means all salaries and hourly wages, and all related direct and indirect payroll expenses of employees, including employment-related taxes, overtime compensation, vacation benefits, pension and profit sharing plan contributions, medical insurance premiums, medical benefits, and the like, and all direct and indirect fees, costs and expenses payable to independent contractors, agents, representatives and outside consultants.

"**Week**" each seven day period commencing on Monday and ending on Sunday.

ATTACHMENT A

FRANCHISE DATA SHEET

1. The "**Effective Date**" set forth in the introductory paragraph of the Agreement is: ______________________________, 20_____.

2. The "**Franchisee"** set forth in the introductory paragraph of the Master Agreement is: ____, a ____________________________________.

3. "**Franchisee Notice Address**" under Section 19.1 of the Master Agreement shall be the following:

   ____

   ____

   ____

   Attn: __________________________________

4. The "**Master Franchise Fee**" under Section 4.1 of the Master Agreement shall be:

   $________________.

FRANCHISOR:	**FRANCHISEE:**
BLAZE PIZZA, LLC	_______________________________________ Entity name (if any)
By: ____________________________________	By: ____________________________________
Printed Name: ____________________________	Printed Name: ____________________________
Title: ___________________________________	Title: ___________________________________

ATTACHMENT B

ENTITY INFORMATION

If Franchisee is an Entity, Franchisee represents and warrants that the following information is accurate and complete in all material respects:

(1) Franchisee is a (check as applicable):
[ ] corporation
[ ] limited liability company
[ ] general partnership
[ ] limited partnership
[ ] Other (specify): ___________________________

(2) Franchisee shall promptly provide such additional information as Franchisor may from time to time request concerning all persons or entities having any direct or indirect financial interest in Franchisee.

(3) The name and address of each of Franchisee's Operating Principal, Director of Operations and Multi-Unit Supervisor

Name	Title	Address

ATTACHMENT C

NON-TRADITIONAL RIDER
TO MASTER FRANCHISE AGREEMENT

THIS RIDER ("**Rider**") is entered into and made effective as of the date set forth on the signature page hereof, by and between Blaze Pizza, LLC ("**Franchisor**") and the franchisee named on the signature page of this Rider ("**Franchisee**"). This Rider relates to that certain Master Agreement dated ______________________________, 20_____ ("**Master Agreement**"), and supplements the terms of the Master Agreement in relation to the Non-Traditional Restaurant addressed herein. To the extent this Rider conflicts with the terms of the Master Agreement, the terms of this Rider shall control.

1. **Rider Number**. As of the date of this Rider, Franchisor has authorized Franchisee to operate up to ______ Non-Traditional Restaurants under the terms of the Master Agreement. Each Non-Traditional Restaurant is evidenced by a Non-Traditional Rider. This Rider evidences the ______ Non-Traditional Restaurant that Franchisee is authorized to open and operate. This Rider applies only to that Non-Traditional Restaurant operating at the Location.

2. **Defined Terms**. All capitalized terms not otherwise defined herein shall have the meaning ascribed to it in the Master Agreement.

3. **Additional Restaurant Fee**. The Additional Restaurant Fee payable to Franchisee by Franchisor is ____________ ($________). The Additional Restaurant Fee must be paid by Franchisee to Franchisor immediately upon execution of this Rider, is deemed fully earned by Franchisor upon receipt and is not refundable under any circumstances. If this Rider is the first Rider entered into between Franchisor and Franchisee under the Master Agreement, then the Additional Restaurant Fee shall be $0.

4. **Location**. The "**Location**" referred to in Section 5.1 of the Master Agreement shall be the following: ____
____.

5. **Pre-Opening Obligations**. CHECK ONE

____ Franchisor shall provide and Franchisee shall comply with all of the training and pre-opening obligations set forth in Article 5 and Article 6.

____ Franchisor shall not be required to provide and Franchisee shall not be required to comply with the pre-opening and training obligations set forth in Section(s) ________________________. Such section(s) of the Agreement are hereby deleted, shall have no force or effect and shall not be enforceable against either party. Except as referenced in this paragraph, every section of Article 5 and Article 6 of the Master Agreement shall be fully enforceable.

6. **Host Facility**. CHECK ONE

____ Franchisee is operating the Non-Traditional Restaurant within a Host Facility. All references to the "**Host Facility**" in this Non-Traditional Addendum shall have the same meaning as the term "**Premises,**" as that term is defined within the Master Agreement. The Host Facility is described as follows: _______
____

____ Franchisee is not operating the Non-Traditional Restaurant within a Host Facility.

7. **Rider Expiration Date**. This Rider shall expire on ______________________________, 20_____ (the "**Rider Expiration Date**").

8. **Termination**. This Rider and Franchisee's right to operate the Non-Traditional Restaurant hereunder shall terminate as of the date of termination of the Master Agreement, regardless of when this Rider is executed.

9. **Restaurant Manager(s)**. The Restaurant Manager(s) for the Non-Traditional Restaurant to be operated under this Rider shall be: ____.

10. **Amendments**. If any of the information set forth in this Rider is unknown upon execution of this Rider or subsequently changes following execution of this Rider (and, if applicable, Franchisor approves of such information), Franchisee agrees to promptly execute an amendment to this Rider in the form prescribed by Franchisor.

The parties have executed this Rider to be made effective as of the Date of Execution set forth below.

FRANCHISOR:	**FRANCHISEE:**
BLAZE PIZZA, LLC	____ Entity name (if any)
By: ______________________________________	By: ______________________________________
Printed Name: ____________________________	Printed Name: ____________________________
Title: ____________________________________	Title: ____________________________________
Date of Execution: _________________________	Date of Execution: _________________________

EXHIBIT F

LIST OF CURRENT AND FORMER FRANCHISEES

Current Franchisees as of December 30, 2018:

Franchisee Name	Street Address	City	State	Zip Code	Phone	Outlets Operated
BZ Pizza, LLC / BZ Pizza II, LLC*	2432 West Peoria Avenue, Suite 1114	Phoenix	AZ	85029	(480) 837-2373	Arizona: 7 Illinois: 3
Saddles Blazin, LLC*	5315 Avenida Encinas, Suite 250	Carlsbad	CA	92008	(858) 395-7907	Alabama: 2 Louisiana: 3 Texas: 7
R & J Restaurants, LLC / Blaze IE, LLC*	30025 Alicia Parkway, #224	Laguna Niguel	CA	92677	(805) 501-8642	California: 12
W.K.S. Pizza Corporation*	2735 Carson Street, #200	Lakewood	CA	90712	(562) 425-1402	California: 9
AP Franchise Group, LLC	1100 South Hope Street, #901	Los Angeles	CA	90015	(213) 361-1389	California: 2
Associated Students UCLA	308 Westwood Plaza, Kerckoff Hall, Room 244	Los Angeles	CA	90095	(310) 825-7055	California: 1
JRUCW Pizza, Inc.	500 N. Via Val Verde	Montebello	CA	90640	(818) 389-0932	California: 1
Team Blaze*	3210 East Abbey Lane	Orange	CA	92867	(626) 485-8277	California: 12
Quikserve Pizza, Inc.*	1904 Via Di Salerno	Pleasanton	CA	94566	(510) 573-5905	California: 5
Ekta, Inc.*	12340 Seal Beach Boulevard, Suite B652	Seal Beach	CA	90740	(310) 686-5683	California: 6
HR Pizza Holdings, LLC*	18520 Burbank Boulevard, Suite 200	Tarzana	CA	91356	(818) 705-1911	California: 4
SAJHA, LLC*	9800 Amanita Avenue	Tujunga	CA	91042	(310) 918-7188	California: 2
LA Metro BP Holding Co., LLC / Rolling Hills BP, LLC*	c/o Koral Industries 5524 Alcoa Avenue	Vernon	CA	90058	(310) 493-3620	California: 11
DAMM Fine Pizza, LLC*	c/o Tiger Capital Group 340 North Westlake Boulevard	Westlake Village	CA	91362	(310) 505-4333	California: 21
Carolinas Restaurant Holdings, LLC*	1895A Beaver Ridge Circle	Norcross	GA	30071	(787) 245-1560	North Carolina: 4
Blazing South, LLC*	4030 Johns Creek Parkway	Suwanee	GA	30024	(770) 448-0300	Georgia: 3
TRY PI, LLC*	2817 South White Castle Avenue	Eagle	ID	83616	(208) 830-2137	Idaho: 3
Peace, Love and Pizza, Inc.*	3541 East 3985 North	Kimberly	ID	83341	(907) 750-1731	Idaho: 1
Bryz Guyz, Inc.*	201 East Champaign Avenue	Champaign	IL	61866	(312) 593-4876	Nevada: 5
LFP Restaurant Group*	444 West Lake Street, #1900	Chicago	IL	60606	(312) 267-4191	Florida: 7 Illinois: 14
Team DHW, LLC*	800 Eastwood Lane	Glenview	IL	60025	(773) 562-9855	Minnesota: 2
BTH Pizza, LLC*	3309 Collins Lane	Louisville	KY	40245	(502) 376-2581	Wisconsin: 4
BZKC, LLC*	3309 Collins Lane	Louisville	KY	40245	(816) 456-3038	Kansas: 2 Missouri: 4

Franchisee Name	Street Address	City	State	Zip Code	Phone	Outlets Operated
Millennial Restaurant Group, LLC*	10000 Shelbyville Road, Suite 100	Louisville	KY	40223	(502) 396-6783	Florida: 12 Indiana: 1 Kentucky: 6 Tennessee: 5
Sodexo Operations, LLC	9801 Washingtonian Boulevard	Gaithersburg	MD	20878	(301) 987-4000	Virginia: 1
BGR Hospitality, LLC*	5 Lebel Road	Danvers	MA	01923	(617) 312-7158	Massachusetts: 5 New Hampshire: 1 Rhode Island: 1
The Sarles Group, Inc.*	916 Washington Avenue, Suite 210	Bay City	MI	48708	(989) 906-4164	Michigan: 3
Blaze Midwest, Inc.*	7870 Knapp Road	Houghton Lake	MI	48629	(517) 206-2559	Indiana: 6 Michigan: 8 Ohio: 6
Montana Restaurant Brands, Inc.*	2029 Cook Avenue	Billings	MT	59102	(406) 670-4483	Montana: 1
Nevada Foods Group, LLC*	P.O. Box 33249	Reno	NV	89533	(916) 212-0610	Nevada: 1
Ampal Pizza, LLC*	239 US Highway 22, Suite 307	Green Brook	NJ	08812	(732) 921-8047	Maryland: 3 New Jersey: 8 Pennsylvania: 2
Nikheel, LLC*	904 Copperhead Court Northeast	Albuquerque	NM	87113	(505) 710-0307	New Mexico: 2
Lessing's Franchise Group, Inc.*	3500 Sunrise Highway, Building 100, Suite 100	Great River	NY	11739	(631) 567-8200	Connecticut: 2 New York: 5
NYVA Restaurant Group, LLC*	254-55 Horace Harding Expressway	Little Neck	NY	11362	(703) 405-6749	New York: 6
Blazin Blue, LLC*	1024 Market Center Drive	Morrisville	NC	27560	(949) 212-2169	North Carolina: 5
Dakota Pie, LLC*	3801 Lockport Street, Suite 3	Bismarck	ND	58503	(612) 387-6201	North Dakota: 1
Blazing Partners, LLC*	1000 West Wilshire Boulevard, Suite 203	Oklahoma City	OK	73116	(405) 295-5464	Arkansas:2 Oklahoma: 4
On the Rise, LLC*	1127 Queensboro Boulevard, Unit 201	Mount Pleasant	SC	29464	(843) 849-1877	Iowa: 5 Nebraska: 1
Dakota Slice, LLC*	1325 Eglin Street, Suite 100	Rapid City	SD	57701	(605) 415-7769	South Dakota: 2
HMS Host*	P.O. Box 60109	Houston	TX	77205	(240) 694-4100	Kentucky: 1 Texas: 1
KK QSR Holdings, LLC*	10516 Kipp Way Drive, Suite A	Houston	TX	77099	(832) 878-4455	Texas: 4
Five Star Pies Colorado, LLC / Five Star Pies Utah, LLC*	912 West Baxter Drive, Suite 250	South Jordan	UT	84095	(801) 330-2639	Colorado: 2 Utah: 4
JST Ventures, LLC / BlazingVA, LLC*	10307 West Broad Street	Glen Allen	VA	23060	(217) 816-6918	Virginia: 4
BPizza of South Carolina, LLC / BPizza of West Virginia, LLC*	2242 West Great Neck Road	Virginia Beach	VA	23451	(757) 478-2525	South Carolina: 2 West Virginia: 2
Full Circle Development, LLC	1306 North Division Street	Spokane	WA	99202	(509) 590-6111	Washington: 1

*Area Developers

Franchisees with Unopened Outlets as December 30, 2018:

Franchisee Name	Street Address	City	State	Zip Code	Phone	Outlets to be Operated
Salehi Investments, LLC*	4649 Petit Avenue	Encino	CA	91436	(310) 600-3671	California: 2
W.K.S Pizza Corporaton	2735 Carson Street, #200	Lakewood	CA	90712	(562) 425-1402	California: 1
Team Blaze	3210 East Abbey Lane	Orange	CA	92867	(626) 485-8277	California: 2
Quikserve Pizza, Inc.	1904 Via Di Salerno	Pleasanton	CA	94566	(510) 573-5905	California: 5
EKTA, Inc.	12340 Seal Beach Boulevard, Suite B652	Seal Beach	CA	90740	(310) 686-5683	California: 1
HMS Host	P.O. Box 60109	Houston	TX	77205	(240) 694-4100	California: 1
Millennial Restaurant Group, LLC	10000 Shelbyville Road, Suite 100	Louisville	KY	40223	(502) 396-6783	Florida: 4
Blazing South, LLC	4030 Johns Creek Parkway	Suwanee	GA	30024	(770) 448-0300	Georgia: 2
Peace,Love, and Pizza, Inc.	3541 East 3985 North	Kimberly	ID	83341	(907) 750-1731	Idaho: 1
BZ Pizza II, LLC	2432 West Peoria Avenue, Suite 1114	Phoenix	AZ	85029	(480) 837-2373	Illinois: 2
Fire Restaurant Group	951 Fell Street	Baltimore	MD	21231	(614) 753-3889	Maryland: 1
The Sarles Group, Inc.	916 Washington Avenue, Suite 210	Bay City	MI	48708	(989) 906-4164	Michigan: 1
On The Rise, LLC	1127 Queensboro Boulevard, Unit 201	Mount Pleasant	SC	29464	(843) 849-1877	Nebraska: 1
Bryz Guyz, Inc.	201 East Champaign Avenue	Champaign	IL	61866	(312) 593-4876	Nevada: 2
KP Squared, LLC	6 Landings Drive	Pittsburgh	PA	15238	(724) 971-7867	New Jersey: 1
Lessing's Franchise Group, Inc.	3500 Sunrise Highway, Building 100, Suite 100	Great River	NY	11739	(631) 567-8200	New York: 2
NYVA Restaurant Group, Inc.	254-55 Horace Harding Expressway	Little Neck	NY	11362	(703) 405-6749	New York: 2
Om Hot Pizza, LLC	1516 Windjammer Court	Sanford	NC	27330	(919) 356-7176	North Carolina: 1
Carolinas Restaurant Group, LLC	1895A Beaver Ridge Circle	Norcross	GA	30071	(787) 245-1560	North Carolina: 1
Dakota Pie, LLC	3801 Lockport Street, Suite 3	Bismarck	ND	58503	(612) 387-6201	North Dakota: 1
Buckeye Pies, LLC	2019 Chatham Drive	Fairview	PA	16415	(316) 258-1844	Ohio: 1
Sivaa Pizza Inc.	1890 Mill Run Court	Hellertown	PA	18055	(714) 797-1979	Pennsylvania: 1
Saaya Pizza Inc.	6608 Carmel Drive	Macungle	PA	18062	(610) 841-6374	Pennsylvania: 1
Bpizza of South Carolina, LLC	2242 West Great Neck Road	Virginia Beach	VA	23451	(757) 478-2525	South Carolina: 2
PhaseNext Hospitality, LLC	6141 Palomino Drive	Dallas	TX	75024	(214) 563-8391	Texas: 1
SP Blazing Enterprise, LLC	5524 Breeze Water Way	Fort Worth	TX	76244	(281) 221-6025	Texas: 1
*BlazingVA, LLC	10307 West Broad St., Suite 302	Glen Allen	VA	23060	(217) 816-6918	Virginia: 1

Franchisee Name	Street Address	City	State	Zip Code	Phone	Outlets to be Operated
*BTH Pizza, LLC	3309 Collins Lane	Louisville	KY	40245	(502) 376-2581	Wisconsin: 1
Mayer Fire Pizza, Inc.	1425 Memorial Drive	Manitowoc	WI	54220	(920) 242-4527	Wisconsin: 1

* Area Developers

Former Franchisees:

The name and last known address of every franchisee who had a Blaze Pizza Franchise transferred, terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during the period January 1, 2018 to December 30, 2018, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document are listed below. If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

Franchisee Name	Street Address	City	State	Zip Code	Phone
Burris Enterprise, LLC	2318 City Lights Drive	Aliso Viejo	CA	92656	(816) 724-5029
AP Franchise Group, LLC	1100 South Hope Street, #901	Los Angeles	CA	90015	(213) 361-1389
Baker Boys Consulting, Inc.**	601 Single Spur Court	Scotts Valley	CA	95066	(831) 419-3420
Pie in the Sky, LLC	24207 Larkspur Court	Valencia	CA	91354	(818) 587-9299
DAMM Fine Pizza, LLC	c/o Tiger Capital Group 340 North Westlake Boulevard	Westlake Village	CA	91362	(310) 505-4333
Millennial Restaurant Group, LLC	10000 Shelbyvile Road, Suite 100	Louisville	KY	40223	(502) 396-6783
Blaze Midwest, Inc.**	7870 Knapp Road	Houghton Lake	MI	48629	(517) 206-2559

**2 Units Transferred

EXHIBIT G

STATE ADDENDA
AND AGREEMENT RIDERS

STATE ADDENDA AND AGREEMENT RIDERS

ADDENDUM TO FRANCHISE AGREEMENT, SUPPLEMENTAL AGREEMENTS, AND FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES FOR BLAZE PIZZA, LLC

The following modifications are made to the Blaze Pizza, LLC ("**Franchisor**," "**us**," "**we**," or "**our**") Franchise Disclosure Document ("**FDD**") given to franchisee ("**Franchisee**," "**you**," or "**your**") and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement between you and us dated ________________________, 20___ ("**Franchise Agreement**"). When the term "**Franchisor's Choice of Law State**" is used, it means the laws of the state where the Franchisee's Blaze Pizza Restaurant is located. When the term "Supplemental Agreements" is used, it means Area Development Agreement and Master Franchise Agreement for Non-Traditional Locations.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement and other documents related to the sale of a franchise. This State-Specific Addendum ("**State Addendum**") will modify these agreements to comply with the state's laws. The terms of this State Addendum will only apply if you meet the requirements of the applicable state independently of your signing of this State Addendum. The terms of this State Addendum will override any inconsistent provision of the FDD, Franchise Agreement or any Supplemental Documents. This State Addendum only applies to the following states: California, Hawaii, Illinois, Iowa, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Ohio, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign this State Addendum along with the Franchise Agreement and any Supplemental Agreements.

CALIFORNIA

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the Franchise be delivered together with the FDD.

California Corporations Code Section 31125 requires us to give to you a FDD approved by the Department of Business Oversight before we ask you to consider a material modification of your Franchise Agreement.

The Franchise Agreement contains, and if applicable, the Supplemental Agreements may contain, provisions requiring binding arbitration with the costs being awarded to the prevailing party. The arbitration will occur in Franchisor's Choice of Law State. 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 the Franchise Agreement or Supplemental Agreements restricting venue to a forum outside the State of California. The Franchise Agreement may contain a mediation provision. If so, the parties shall each bear their own costs of mediation and shall share equally the filing fee and the mediator's fees.

The Franchise Agreement and Supplemental Agreements require the application of the law of Franchisor's Choice of Law State. This provision may not be enforceable under California law.

Neither Franchisor nor any other person listed in Item 2 of the FDD 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 persons from membership in such association or exchange.

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement or Supplemental Agreements contain a provision that is inconsistent with the California Franchise Investment Law, the California Franchise Investment Law will control.

The Franchise Agreement and Supplemental Agreements may provide for termination upon bankruptcy. Any such provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. SEC. 101 et seq.).

The Franchise Agreement contains, and if applicable, the Supplemental Agreements may contain, a covenant not to compete provision which extends beyond the termination of the Franchise. Such provisions may not be enforceable under California law.

Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement or Supplemental Agreements may not be enforceable.

You must sign a general release of claims if you renew or transfer your Franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516).

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.

Item 6 of the FDD is amended to state the highest interest rate allowed by law in California is 10% annually.

HAWAII

The following is added to the Cover Page:

THIS FRANCHISE WILL BE/HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED IN THIS FRANCHISE DISCLOSURE DOCUMENT IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO YOU OR SUBFRANCHISOR AT LEAST SEVEN (7) DAYS PRIOR TO THE EXECUTION BY YOU OR SUBFRANCHISOR OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN (7) DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY YOU, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH US AND YOU.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

The status of the Franchisor's franchise registrations in the states which require registration is as follows:

1. States in which this proposed registration is effective are listed on the third page of the FDD on the page entitled, "State Effective Dates".

2. States which have refused, by order or otherwise, to register these Franchises are:

   None

3. States which have revoked or suspended the right to offer the Franchises are:

   None

4. States in which the proposed registration of these Franchises has been withdrawn are:

   None

Fee Deferral

Items 5 and 7 of the FDD, Article 4 of the Franchise Agreement and Article 5 of the Area Development Agreement are amended to state: Based upon the franchisor's financial condition, the Hawaii Department of Commerce and Consumer Affairs has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement. In addition, all development fees and initial payments by area developers shall be deferred. As each franchise is opened for business, the franchisor may collect the Initial Franchise Fee for that facility opened. The franchisor shall not collect the Initial Franchise Fee for any franchise in Hawaii that has not opened for business.

ILLINOIS

Sections 4 and 41 and Rule 608 of the Illinois Franchise Disclosure Act states that court litigation must take place before Illinois federal or state courts and all dispute resolution arising from the terms of this Agreement or the relationship of the parties and conducted through arbitration or litigation shall be subject to Illinois law. The FDD, Franchise Agreement and Supplemental Agreements are amended accordingly.

The governing law or choice of law clause described in the FDD and contained in the Franchise Agreement and Supplemental Agreements is not enforceable under Illinois law. This governing law clause shall not be construed to negate the application of Illinois law in all situations to which it is applicable.

Section 41 of the Illinois Franchise Disclosure Act states that “any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void.” The Franchise Agreement is amended accordingly. To the extent that the Franchise Agreement would otherwise violate Illinois law, such Agreement is amended by providing that all litigation by or between you and us, arising directly or indirectly from the Franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements, and Illinois law will pertain to any claims arising under the Illinois Franchise Disclosure Act.

Item 17.v, Choice of Forum, of the FDD is revised to include the following: “provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act.”

Item 17.w, Choice of Law, of the FDD is revised to include the following: “provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act”.

The termination and non-renewal provisions in the Franchise Agreement and the FDD may not be enforceable under Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Under Section 705/27 of the Illinois Franchise Disclosure Act, no action for liability under the Illinois Franchise Disclosure Act can be maintained unless brought before the expiration of three years after the act or transaction constituting the violation upon which it is based, the expiration of one year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to you of a written notice disclosing the violation, whichever shall first expire. To the extent that the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act, Illinois law will control and supersede any inconsistent provision(s).

INDIANA

Item 8 of the FDD is amended to add the following:

> Under Indiana Code Section 23-2-2.7-1(4), we will not accept any rebates from any person with whom you do business or associate in relation to transactions between you and the other person, other than for compensation for services rendered by us, unless the rebate is properly accounted for and submitted to you.

Item 17 of the FDD is amended to add the following:

> Indiana Code 23-2-2.7-1(7) makes it unlawful for us to unilaterally terminate your Franchise Agreement unless there is a material violation of the Franchise Agreement and termination is not in bad faith.
>
> Indiana Code 23-2-2.7-1(5) prohibits us to require you to agree to a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Act.

The “Summary” column in Item 17.r. of the FDD is deleted and the following is inserted in its place:

No competing business for two years within the Territory.

The “Summary” column in Item 17.t. of the FDD is deleted and the following is inserted in its place:

Notwithstanding anything to the contrary in this provision, you do not waive any right under the Indiana Statutes with regard to prior representations made by us.

The “Summary” column in Item 17.v. of the FDD is deleted and the following is inserted in its place:

Litigation regarding Franchise Agreement in Indiana; other litigation in Franchisor’s Choice of Law State. This language has been included in this Franchise Disclosure Document as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement, including all venue provisions, is fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by them, including but not limited to, all venue, choice of law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

The “Summary” column in Item 17.w. of the FDD is deleted and the following is inserted in its place:

Indiana law applies to disputes covered by Indiana franchise laws; otherwise Franchisor’s Choice of Law State law applies.

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of the FDD, the Franchise Agreement, or Franchisor’s Choice of Law State law, if such provisions are in conflict with Indiana law.

2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the Franchise without good cause or in bad faith, good cause being defined under law as including any material breach of the Franchise Agreement, will supersede the provisions of the Franchise Agreement relating to termination for cause, to the extent those provisions may be inconsistent with such prohibition.

3. Any provision in the Franchise Agreement that would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.

4. The covenant not to compete that applies after the expiration or termination of the Franchise Agreement for any reason is hereby modified to the extent necessary to comply with Indiana Code 23-2-2.7-1 (9).

5. The following provision will be added to the Franchise Agreement:

   No Limitation on Litigation. Despite the foregoing provisions of this Agreement, any provision in the Agreement which limits in any manner whatsoever litigation brought for breach of the Agreement will be void to the extent that any such contractual provision violates the Indiana Deceptive Franchise Practices Law.

IOWA

Any provision in the Franchise Agreement or Compliance Questionnaire which would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Iowa Business Opportunity Promotions Law (Iowa Code Ch. 551A) is void to the extent that such provision violates such law.

The following language will be added to the Franchise Agreement:

NOTICE OF CANCELLATION

________________ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence or business address, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not agree to return the goods to the seller or if the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Blaze Pizza, LLC, 35 N. Lake Avenue, Suite 710, Pasadena, CA 91101, or send a fax to Blaze Pizza, LLC at (844) 270-1480 not later than midnight of the third business day after the Effective Date.

I hereby cancel this transaction.

Franchisee: ____________________________

By: ___________________________________

Print Name: ____________________________

Its: ___________________________________

Date: _________________________________

MARYLAND

AMENDMENTS TO FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENTS AND AREA DEVELOPMENT AGREEMENTS

Item 17 of the FDD, the Franchise Agreement and the Area Development Agreement are amended to state: "The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

Item 17 of the FDD and sections of the Franchise Agreement and Area Development Agreements are amended to state: "A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the Franchise."

The Franchise Agreement, Area Development Agreement and Franchisee Disclosure Questionnaire are amended to state: "All representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A Sec. 101 et seq.).

Fee Deferral:

Items 5 and 7 of the FDD, Article 4 of the Franchise Agreement and Article 5 of the Area Development Agreement are amended to state: Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on your right to join an association of franchisees.

(b) A requirement that you assent to a release, assignment, novation, waiver, or estoppel which deprives you of rights and protections provided in this act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims.

(c) A provision that permits us to terminate a Franchise prior to the expiration of its term except for good cause. Good cause shall include your failure to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits us to refuse to renew your Franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to us and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the Franchise business are not subject to compensation. This subsection applies only if: (i) the term of the Franchise is less than five years; and (ii) you are prohibited by the Franchise Agreement or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the Franchise or you do not receive at least six months' advance notice of our intent not to renew the Franchise.

(e) A provision that permits us to refuse to renew a Franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside the State of Michigan. This shall not preclude you from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits us to refuse to permit a transfer of ownership of a Franchise, except for good cause. This subdivision does not prevent us from exercising a right of first refusal to purchase the Franchise. Good cause shall include, but is not limited to:

(i) the failure of the proposed transferee to meet our then-current reasonable qualifications or standards.

(ii) the fact that the proposed transferee is a competitor of us or our subfranchisor.

(iii) the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) your or proposed transferee's failure to pay any sums owing to us or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(h) A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants to us a right of first refusal to purchase the assets of a Franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants us the right to acquire the assets of a Franchise for the market or appraised value of such assets if you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits us to directly or indirectly convey, assign, or otherwise transfer our obligations to fulfill contractual obligations to you unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
Consumer Protection Division
Attn: Franchise
670 Law Building
525 W. Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

MINNESOTA

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Minnesota:

1. Any provision in the Franchise Agreement which would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that such contractual provision violates such law.

2. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the FDD or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of Minnesota.

3. Minn. Rule Part 2860.4400J prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. Any provision in the Franchise Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any agreement relating to Franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Franchise Agreement relating to arbitration.

4. With respect to Franchises governed by Minnesota law, we will comply with Minnesota Statute Section 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement; and that consent to the transfer of the Franchise will not be unreasonably withheld.

5. Item 13 of the FDD is hereby amended to state that we will protect your rights under the Franchise Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Franchise Agreement and our System standards.

6. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, the FDD and the Franchise Agreement, which require you to sign a general release prior to renewing or transferring your Franchise, are hereby deleted from the Franchise Agreement, to the extent required by Minnesota law.

7. The following language will appear as a new paragraph of the Franchise Agreement:

   <u>No Abrogation</u>. Pursuant to Minnesota Statutes, Section 80C.21, nothing in the dispute resolution section of this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80.C.

8. Minnesota Statute Section 80C.17 states that no action for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may be commenced more than three years after the cause of action accrues. To the extent that the Franchise Agreement conflicts with Minnesota law, Minnesota law will prevail.

9. Item 6 of the FDD and Section 4.8 of the Franchise Agreement is hereby amended to limit the Insufficient Funds Charge to $30 per occurrence pursuant to Minnesota Statute 604.113.

NEW YORK

The following information is added to the cover page of the Franchise Disclosure Document:

> **INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NY 10005, 212-416-8236. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

The following is added at the end of Item 3:

Except as provided above, with regard to Franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the Franchise System or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge, or within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunction or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including without limitation, actions affecting a license as a real estate broker or sales agent.

The following is added to the end of Item 4:

Neither the Franchisor, its affiliate, its predecessor, officers or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was 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 to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for Franchisee to renew or extend," and Item 17(m), entitled "Conditions for Franchisor approval of transfer":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

The following language replaces the "Summary" section of Item 17(d), titled "Termination by Franchisee":

You may terminate the agreement on any grounds available by law.

The following is added to the end of the "Summary" section of Item 17(j), titled "Assignment of contract by Franchisor":

However, no assignment will be made except to an assignee who in good faith and judgment of the Franchisor, is willing and financially able to assume the Franchisor's obligations under the Franchise Agreement.

The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of Forum", and Item 17(w), titled "Choice of Law":

The foregoing choice of law should not be considered a waiver of any right conferred upon the Franchisor or upon the Franchisee by Article 33 of the General Business Law of the State of New York.

NORTH DAKOTA

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring that you sign a general release, estoppel or waiver as a condition of renewal and/or assignment may not be enforceable as they relate to releases of the North Dakota Franchise Investment Law.

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring resolution of disputes to be outside North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements relating to choice of law may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to liquidated damages and/or termination penalties may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of trial by jury may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of exemplary and punitive damages may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Item 17(r) of the FDD and Section 7 of the Franchise Agreement disclose the existence of certain covenants restricting competition to which Franchisee must agree. The Commissioner has held that covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statue, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The FDD and the Franchise Agreement are amended accordingly to the extent required by law.

OHIO

The following language will be added to the front page of the Franchise Agreement:

You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right.

Initials_______________ Date___________

NOTICE OF CANCELLATION

_______________ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Blaze Pizza, LLC, 35 N. Lake Avenue, Suite 710, Pasadena, CA 91101, or send a fax to Blaze Pizza, LLC at (844) 270-1480 not later than midnight of the fifth business day after the Effective Date.

I hereby cancel this transaction.

Franchisee:

Date: ___________________________________

By: _____________________________________
Print Name: ______________________________
Its: _____________________________________

RHODE ISLAND

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." The FDD, the Franchise Agreement, and the Supplemental Agreements are amended accordingly to the extent required by law.

The above language has been included in this FDD as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement and the Supplemental Agreements, including all choice of law provisions, are fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement, the Supplemental Agreements, and all other documents signed by them, including but not limited to, all venue, choice of law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

SOUTH DAKOTA

Intentionally left blank.

VIRGINIA

Item 17(h). The following is added to Item 17(h):

> "Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement or Supplemental Agreements involve the use of undue influence by the Franchisor to induce a franchisee to surrender any rights given to franchisee under the Franchise, that provision may not be enforceable."

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the FDD for Blaze Pizza, LLC for use in the Commonwealth of Virginia shall be amended as follows:

> Additional Disclosure. The following statements are added to Item 8 and Item 17.h.
>
> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

WASHINGTON

The state of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement and Supplemental Agreements in your relationship with the franchisor including the areas of termination and renewal of your Franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your Franchise. The FDD, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

In any arbitration involving a Franchise purchased in Washington, the arbitration site shall be either in Washington or in a place as mutually agreed upon at the time of the arbitration, or as determined by the arbitrator. The FDD, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail. The FDD, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable. The FDD, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer. The FDD, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

(Signatures on following page)

APPLICABLE ADDENDA

If any one of the preceding Addenda for specific states ("**Addenda**") is checked as an "Applicable Addenda" below, then that Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement and any other specified agreement(s) entered into by us and the undersigned Franchisee. To the extent any terms of an Applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Agreement.

☐ California	☐ Michigan	☐ Rhode Island
☐ Hawaii	☐ Minnesota	☐ South Dakota
☐ Illinois	☐ New York	☐ Virginia
☐ Iowa	☐ North Dakota	☐ Washington
☐ Indiana	☐ Ohio	☐ Wisconsin
☐ Maryland		

Dated: ____________________, 20____

FRANCHISOR:

BLAZE PIZZA, LLC

By: ____

Title: ____

FRANCHISEE:

____

____

By: ____

Title: ____

Rev. 031516

EXHIBIT H

BLAZE STANDARDS GUIDELINES

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Manager Tools Binder

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Real Estate
Vendor Links

EXHIBIT I

CONTRACTS FOR USE WITH THE BLAZE PIZZA FRANCHISE

The following contracts contained in Exhibit I are contracts that Franchisee is required to utilize or execute after signing the Franchise Agreement in the operation of the Blaze Pizza Business. The following are the forms of contracts that Blaze Pizza, LLC uses as of the Issuance Date of this Franchise Disclosure Document. If they are marked "Sample," they are subject to change at any time.

EXHIBIT I-1

BLAZE PIZZA FRANCHISE

SAMPLE GENERAL RELEASE AGREEMENT

THIS GENERAL RELEASE ("**Release Agreement**") is effective as of the ____ day of ___________, 20___ ("**Effective Date**") by and among BLAZE PIZZA, LLC a California limited liability company ("**Franchisor**"), __________________________________ ("**Franchisee**"), _____________________________ ("**Affiliate[s]**") and ____ ("**Owner" and together with Franchisee and Affiliate[s], jointly and severally, "Releasor**").

RECITALS

[Alt. 1] A. Franchisor and Franchisee are parties to [**that**][**those**] certain Franchise Agreement[**s**], dated ____________________________ (the "**Transaction Document[s]**");

[Alt. 2] A. Franchisor and Franchisee are parties to **[that][those]** certain Area Development Agreement[s], dated ____________________________ (the "**Transaction Documents[s]**");

[Alt. 3] A. Franchisor and Franchisee are parties to that certain Area Development Agreement[**s**], dated ____________________, and those certain Franchise Agreement[**s**], dated ____________________________ (collectively, the "**Transaction Documents[s]**");

B. Franchisee desires to **[assign the Transaction Document[s]] [enter into a Franchise agreement with Franchisor]**; and

C. This Release Agreement has been requested at a juncture in the relationship of the parties where the Franchisor is considering either a change or an expansion of the relationship between the parties and/or their affiliates. The Franchisor is unwilling to make the anticipated change or expansion in the relationship of the parties unless it is certain that it is proceeding with a "clean slate" and that there are no outstanding grievances or Claims against it. Releasor, therefore, gives this Release Agreement as consideration for receiving the agreement of the Franchisor to an anticipated change or expansion of the relationship between the parties. Releasor acknowledges that this Release Agreement is intended to wipe the slate clean.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Releasor and Franchisor hereby agree as follows:

1. <u>Definitions</u>. As used in this Release Agreement, the following capitalized terms have the meanings ascribed to them.

1.1 "**Claims**" means all actual and alleged claims, demands, Losses, charges, covenants, responsibilities, warranties, obligations, oral and written agreements, debts, violations, suits, counterclaims, cross claims, third party claims, accounts, liabilities, costs, expenses (including attorneys' fees and court costs), rights to terminate and rescind, rights of action and causes of action of any kind or nature, which in any way relate to or arise from or in connection with the Transaction Documents.

1.2 "**Franchisor Released Parties**" means Franchisor and each of its Constituents.

1.3 "**Constituents**" means past, present and future affiliates, parents, subsidiaries, divisions, partners, owners, shareholders, members, trustees, receivers, executors, representatives, administrators, and the respective officers, directors, agents, managers, principals, members, employees, insurers, successors, assigns, representatives and attorneys of each of them.

1.4 "**Excluded Matters**" means [**(i)**] Franchisor's continuing contractual obligations which arise or continue under and pursuant to the Transaction Document[**s**] on and after the date of this Release Agreement[**; and (ii) if this Release Agreement is entered into in connection with the grant of a franchise or license, this Release Agreement is not intended to release or waive the provisions of any applicable franchise registration or disclosure law in connection with the grant of that franchise or license.]**

1.5 "**Losses**" means all damages, liabilities, accounts, suits, awards, judgments, payments, diminutions in value and other losses, costs and expenses, however suffered or characterized, including interest, costs and expenses of investigating and prosecuting any Claim, reference proceeding, lawsuit, arbitration or any appeal; all associated actual attorneys' fees, whether or not the Claim, reference proceeding, lawsuit or arbitration is ultimately defeated and, all amounts paid to compromise or settle of any Claim, reference proceeding, lawsuit or arbitration.

2. General Release. Releasor for itself and its Constituents, hereby releases and forever discharges the Franchisor Released Parties from any and all Claims, whether known or unknown, based upon anything that has occurred or existed, or failed to occur or exist, from the beginning of time to the Effective Date, except for the Excluded Matters and the obligations under this Release Agreement.

3. Waiver of California Civil Code Section 1542.

3.1 Releasor, for itself and its Constituents, acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

3.2 With respect to those Claims being released pursuant to Section 2, Releasor, for itself and its Constituents, acknowledges that it is releasing unknown claims and waives all rights it has or may have under California Civil Code Section 1542 or any similar state or local statute or ordinance under applicable law or other common law principle of similar effect. For purposes of this Section 3, Releasor shall be considered to be a creditor of the Franchisor Released Parties, and each of them.

3.3 Releasor acknowledges that this general release extends to claims which Releasor does not know or suspect to exist in favor of Releasor at the time of executing this Release Agreement, which if known by Releasor may have materially affected its decision to enter into this Release Agreement. It is understood by Releasor that the facts in respect of which this Release Agreement is given may hereafter turn out to be other than or different from the facts in that connection known or believed to be true. Releasor therefore, expressly assumes the risk of the facts turning out to be so different and agrees that this Release Agreement shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

4. Representations and Warranties. Releasor represents and warrants to Franchisor that, in entering into this Release Agreement, it (i) is doing so freely and voluntarily upon the advice of counsel and business advisor of its own choosing (or declined to do so, free from coercion, duress or fraud); (ii) has read and fully understands the terms and scope of this Release Agreement; (iii) realizes that it is final and conclusive, and intends to be final and conclusive, as to the matters set forth in this Release Agreement; and (iv) has not assigned, transferred, or conveyed to any third party all or any part of or partial or contingent interest in any of the Claims which are called for to be released by this Release Agreement, that it is aware of no third party who contends or claims otherwise, and that it shall not purport to assign, transfer, or convey any such claim in the future.

5. Covenants Not to Sue. Releasor irrevocably covenants to refrain and cause each of its Constituents to refrain from asserting any Claim, or commencing, initiating or causing to be commenced, any proceeding of any kind against any Franchisor Released Party, based upon any matter purported to be released pursuant to this Release Agreement.

6. Indemnity. Without in any way limiting any of the rights and remedies otherwise available to any Franchisor Released Party, Releasor shall defend, indemnify and hold harmless each Franchisor Released Party from and against all Claims whether or not involving third party Claims, arising directly or indirectly from or in connection with (i) the assertion by or on behalf of Releasor or its Constituents of any Claim or other matter purported to be released pursuant to this Release Agreement, (ii) the assertion by any third party of any Claim against any Franchisor Released Party which Claim arises from, or in connection with, any Claim or other matter purported to be released pursuant to this Release Agreement; and (iii) any breach of representations, warranties or covenants by Releasor.

7. Miscellaneous.

7.1 This Release Agreement cannot be modified, altered or otherwise amended except by an agreement in writing signed by all of the parties hereto.

7.2 This Release Agreement, together with the agreements referenced in this Release Agreement, constitute the entire understanding between and among the parties with respect to the subject matter of this Release Agreement. This Release Agreement supersedes any prior negotiations and agreements, oral or written, with respect to its subject matter. No representations, warranties, agreements or covenants have been made with respect to this Release Agreement, and in executing this Release Agreement, none of the parties is relying upon any representation, warranty, agreement or covenant not set forth in this Release Agreement.

7.3 This Release Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

7.4 This Release Agreement shall be binding upon and inure to the benefit of the parties to this Release Agreement and their respective successors and permitted assigns.

7.5 All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Release Agreement may require. Neither this Release Agreement nor any uncertainty or ambiguity in this Release Agreement shall be construed or resolved against the drafter, whether under any rule of construction or otherwise. On the contrary, this Release Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties. If any provision of this Release Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

7.6 Any provision of this Release Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

7.7 Each of the parties acknowledges that it had the right and opportunity to seek independent legal counsel of its own choosing in connection with the execution of this Release Agreement, and each of the parties represents that it has either done so or that it has voluntarily declined to do so, free from coercion, duress or fraud.

7.8 This Release Agreement shall be governed by and construed in accordance with the laws of the State of California.

(SIGNATURE PAGE FOLLOWS)

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

"**Franchisor**":

BLAZE PIZZA, LLC

By:______________________________
Name:____________________________
Title:_____________________________

"**Releasor**":

"Franchisee"

____

By:______________________________
Name:____________________________
Title:_____________________________

"**Affiliate**"

____

By:______________________________
Name:____________________________
Title:_____________________________

"**Owner**":

____

______________________, an individual

[Others:]

____

______________________, an individual

EXHIBIT I-2
AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM

Franchisee Information:

Franchisee Name	Business No.
Franchisee Mailing Address (street)	Franchisee Phone No.
Franchisee Mailing Address (city, state, zip)	
Contact Name, Address and Phone number (if different from above)	
Franchisee Fax No.	Franchisee E-mail Address

Bank Account Information:

Bank Name		
Bank Mailing Address (street, city, state, zip)		
Bank Account No.	☐ Checking ☐ Savings (check one)	Bank Routing No. (9 digits)
Bank Mailing Address (city, state, zip)		Bank Phone No.

Authorization:

Franchisee hereby authorizes Blaze Pizza, LLC ("Franchisor") to initiate debit entries to Franchisee's account with the Bank listed above, and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee's account. Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor. Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries. Debit entries will be initiated only as authorized above. This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it. Franchisee shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

Signature: ________________________________ Date: ________________________________
Name: ________________________________
Its: ________________________________

Federal Tax ID Number: ________________________

NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT.

EXHIBIT I-3

BLAZE PIZZA FRANCHISE

SAMPLE APPROVAL OF REQUESTED ASSIGNMENT

This Approval of Requested Assignment ("**Agreement**") is entered into this _____ day of __________________________, 20_____, between Blaze Pizza, LLC ("**Franchisor**"), a California Limited Liability Company, _________________________ ("**Former Franchisee**"), the undersigned owners of Former Franchisee ("**Owners**") and _______________________________, a [State] [corporation/limited liability company] ("**New Franchisee**").

RECITALS

WHEREAS, Franchisor and Former Franchisee entered into that certain franchise agreement dated __________________________, 20______ ("**Former Franchise Agreement**"), in which Franchisor granted Former Franchisee the right to operate a Blaze Pizza franchise located at ____________________________________ ("**Franchised Business**"); and

WHEREAS, Former Franchisee desires to assign ("**Requested Assignment**") the Franchised Business to New Franchisee, New Franchisee desires to accept the Requested Assignment of the Franchised Business from Former Franchisee, and Franchisor desires to approve the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon the terms and conditions contained in this Agreement, including that New Franchisee sign Franchisor's current form of franchise agreement together with all exhibits and attachments thereto ("**New Franchise Agreement**"), contemporaneously herewith.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto hereby covenant, promise, and agree as follows:

1. Payment of Fees. In consideration for the Requested Assignment, Former Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee, as required under the Franchise Agreement ("**Franchisor's Assignment Fee**").

2. Assignment and Assumption. Former Franchisee hereby consents to assign all of its rights and delegate its duties with regard to the Former Franchise Agreement and all exhibits and attachments thereto from Former Franchisee to New Franchisee, subject to the terms and conditions of this Agreement, and conditioned upon New Franchisee's signing the New Franchise Agreement pursuant to Section 5 of this Agreement.

3. Consent to Requested Assignment of Franchised Business. Franchisor hereby consents to the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon receipt of the Franchisor's Assignment Fee from Former Franchisee and the mutual execution of this Agreement by all parties. Franchisor waives its right of first refusal set forth in the Former Franchise Agreement and waives any obligation for Former Franchisee to enter into a subordination agreement pursuant to the Former Franchise Agreement.

4. Termination of Rights to the Franchised Business. The parties acknowledge and agree that effective upon the date of this Agreement, the Former Franchise Agreement shall terminate and all of Former Franchisee's rights to operate the Franchised Business are terminated and that from the date of

this Agreement only New Franchisee shall have the sole right to operate the Franchised Business under the New Franchise Agreement. Former Franchisee and the undersigned Owners agree to comply with all of the covenants in the Former Franchise Agreement that expressly or by implication survive the termination, expiration, or transfer of the Former Franchise Agreement. Unless otherwise precluded by state law, Former Franchisee shall execute Franchisor's current form of General Release Agreement.

5. New Franchise Agreement. New Franchisee shall execute the New Franchise Agreement for the Franchised Business (as amended by the form of Addendum prescribed by Franchisor, if applicable), and any other required contracts for the operation of a Blaze Pizza franchise as stated in Franchisor's Franchise Disclosure Document.

6. Former Franchisee's Contact Information. Former Franchisee agrees to keep Franchisor informed of its current address and telephone number at all times during the three-year period following the execution of this Agreement.

7. Acknowledgement by New Franchisee. New Franchisee acknowledges and agrees that the purchase of the rights to the Franchised Business ("**Transaction**") occurred solely between Former Franchisee and New Franchisee. New Franchisee also acknowledges and agrees that Franchisor played no role in the Transaction and that Franchisor's involvement was limited to the approval of Requested Assignment and any required actions regarding New Franchisee's signing of the New Franchise Agreement for the Franchised Business. New Franchisee agrees that any claims, disputes, or issues relating New Franchisee's acquisition of the Franchised Business from Franchisee are between New Franchisee and Former Franchisee, and shall not involve Franchisor.

8. Representation. Former Franchisee warrants and represents that it has not heretofore assigned, conveyed, or disposed of any interest in the Former Franchise Agreement or Franchised Business. New Franchisee hereby represents that it received Franchisor's Franchise Disclosure Document and did not sign the New Franchise Agreement or pay any money to Franchisor or its affiliate for a period of at least 14 calendar days after receipt of the Franchise Disclosure Document.

9. Notices. Any notices given under this Agreement shall be in writing, and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered or transmitted, if sent to the recipient at its address or telefax number appearing on the records of the sending party.

10. Further Actions. Former Franchisee and New Franchisee each agree to take such further actions as may be required to effectuate the terms and conditions of this Agreement, including any and all actions that may be required or contemplated by the Former Franchise Agreement.

11. Affiliates. When used in this Agreement, the term "**Affiliates**" has the meaning as given in Rule 144 under the Securities Act of 1933.

12. Miscellaneous. This Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

13. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal, with the intent that this be a sealed instrument, as of the day and year first above written.

FRANCHISOR:

BLAZE PIZZA, LLC

By: ____

Printed Name: __________________________________

Title: ____

FORMER FRANCHISEE:

____

By: ____

Printed Name: __________________________________

Title: ____

NEW FRANCHISEE:

____

By: ____

Printed Name: __________________________________

Title: ____

Rev. 082418

EXHIBIT I-4

BLAZE PIZZA FRANCHISE

SBA ADDENDUM RELATING TO BLAZE PIZZA, LLC FRANCHISE AGREEMENT

THIS ADDENDUM (Addendum) is made and entered into on _________________, 20__, by BLAZE PIZZA, LLC, located at 35 N. Lake Avenue Suite 710 Pasadena California (Franchisor), and, located at (Franchisee).

Recitals. Franchisor and Franchisee entered into a Franchise Agreement on _______________, 20__, (Franchise Agreement). The Franchisee agreed among other things to operate and maintain a franchise located at ___________________designated by Franchisor as Unit # _______(Unit). Franchisee has obtained from a lender a loan (Loan) in which funding is provided with the assistance of the United States Small Business Administration (SBA). SBA requires the execution of this Addendum as a condition for obtaining the SBA assisted financing.

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable considerations in hand paid by each of the parties to the others, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

- Franchise Agreement is in full force and effect, and Franchisor has sent no official notice of default to Franchisee under the Franchise Agreement that remains uncured on the date hereof.

- The following is added to the end of Section 13.2.3(c) of the Franchise Agreement:

  However, the Franchisor may not exercise a right of first refusal:

  (i) If a proposed Assignment is between or among individuals (including members of their immediate families and their respective spouses) who, at the time of the proposed Assignment, have an ownership interest in the Franchisee or the Franchise Agreement, and who have guaranteed the Franchisee's obligations under a then outstanding indebtedness which is guaranteed by the United States Small Business Administration ("SBA") (Owner/Guarantors); or

  (ii) If a proposed Assignment involves a Person other than an Owner/Guarantor and the proposed Assignment involves a non-controlling ownership interest in the Franchisee or the Franchise Agreement, unless such non-controlling interest:

  (1) represents less than a 20% ownership interest in the Franchisee or in the Franchise Agreement, or (2) the Franchisor (in combination with the Franchisee) qualifies as a small business and the exercise of the right does not affect the eligibility of the borrower to qualify for the SBA loan guarantee program.

  The Franchisor's right to approve or to disapprove a proposed Assignment or transferee, or to exercise its right of first refusal with respect to an Assignment of a controlling interest in

Franchisee or the Franchise Agreement, shall not be affected by any of the foregoing provisions. If the Franchisor does not qualify as a small business under SBA regulations, the parties acknowledge and understand that the Franchisor's exercise of its right of first refusal may result in an SBA guaranteed loan becoming immediately due and payable.

- Section 13.2.3(g) of the Franchise Agreement shall be deleted in its entirety and the following Section 13.2.3(g) shall be substituted therefor:

  "(g) The transferee/assignee shall have either (a) assumed this Agreement by a written assumption agreement approved by Franchisor, or has agreed to do so at closing, and at closing executes an assumption agreement approved by Franchisor; or (b) at Franchisor's option, shall have executed a replacement franchise agreement on the then-current standard form of franchise agreement used by Franchisor in the State in which the Franchised Restaurant is being operated, provided, however, that the term of replacement franchise agreement shall be the remaining term of this Agreement;"

- This Addendum automatically terminates on the earliest to occur of the following:

  (i) a Termination occurs under the Franchise Agreement;

  (ii) the Loan is paid; or

  (iii) SBA no longer has any interest in the Loan.

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Addendum as of the day and year first above written.

FRANCHISOR:	**FRANCHISEE:**
BLAZE PIZZA, LLC	______________________________
By: ______________________________	By: ______________________________
Print Name: ______________________	Print Name: ______________________
Title: ___________________________	Title: ___________________________

EXHIBIT I-5

BLAZE PIZZA FRANCHISE

CONFIDENTIAL DISCLOSURE AGREEMENT
(for prospective franchisees)

We, at BLAZE PIZZA, LLC, ("we") are interested in discussing the possibility of the undersigned, you and/or an entity owned in whole or in part by you ("you"), becoming a franchisee.

It is our intent to share portions of manuals, recipes, drawings, plans, materials, material sources, methods, techniques, processes, records, business plans, market research and other information (collectively, "Proprietary Information") to enable you to decide if you wish to proceed with a BLAZE PIZZA restaurant. We wish to maintain the confidentiality of our Proprietary Information. Therefore, you agree not to copy or try to duplicate the BLAZE PIZZA restaurant concept.

Your acceptance of the terms of this confidential disclosure agreement indicates that:

1.) You agree to maintain any information shared with you as confidential Proprietary Information.

2.) You agree not to disclose the Proprietary Information to anyone; or copy, photograph or make other facsimiles or drawings of the same without our prior written permission.

3.) You agree not to sell, utilize, implement, appropriate or otherwise use the Proprietary Information for any purpose whatsoever, or permit the use of the Proprietary Information by others for any purpose whatsoever, without our express written permission, including in operating any restaurant, or designing, manufacturing, distributing, or selling pizza or other food and beverage offered to BLAZE PIZZA restaurants, or assisting others to do so.

4.) You agree not to reproduce any of the Proprietary Information and to return to us all Proprietary Information received by you immediately upon our request.

5.) You agree not to engage with a broker or landlord, submit an LOI, or execute a lease on a site shown to you by us or our brokers or representatives, unless you have been approved as a franchisee of BLAZE PIZZA and you have executed a franchise agreement with us.

Exclusions. Proprietary Information does not include information that: (i) is in, or becomes in, the public domain without violation of any agreement by you or any other person, or (ii) was known to you prior to disclosure thereof, as evidenced by written records; provided you give us written notice and evidence of such prior knowledge within 30 days after receiving otherwise Proprietary Information, or (iii) is disclosed to you by a third party under no obligation of confidentiality to us or you and without violation of any agreement by you or any other person, including the third party.

Upon a breach or threatened breach by you of this Agreement, we are entitled to immediate injunctive relief and any other equitable remedies, as well as all available remedies by law.

If these terms are acceptable to you, please indicate your acceptance by signing below.

(Signatures on following page)

Accepted and agreed:

Signature	Print Name	Date
Signature	Print Name	Date

EXHIBIT I-6

BLAZE PIZZA FRANCHISE

SAMPLE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into by the undersigned ("you") in favor of Blaze Pizza, LLC, a California limited liability company, and its successors and assigns ("us"), upon the terms and conditions set forth in this Agreement.

1. Definitions. For purposes of this Agreement, the following terms have the meanings given to them below:

"Blaze Pizza Business" means a business that operates restaurants that feature build-your-own, artisan style pizzas that are made to order and related food and drink items and other related products and services using our Intellectual Property.

"Copyrights" means all works and materials for which we or our affiliate(s) have secured common law or registered copyright protection and that we allow Blaze Pizza franchisees to use, sell, or display in connection with the marketing and/or operation of a Blaze Pizza Business, whether now in existence or created in the future.

"Franchisee" means the Blaze Pizza franchisee for which you are an employee, independent contractor, agent, representative, or supplier.

"Intellectual Property" means, collectively or individually, our Marks, Copyrights, Know-how, Manual, and System.

"Know-how" means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of a Blaze Pizza Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

"Manual" means our confidential operations manual for the operation of a Blaze Pizza Business.

"Marks" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Blaze Pizza Business, including "BLAZE PIZZA" and any other trademarks, service marks, or trade names that we designate for use by a Blaze Pizza Business. The term "Marks" also includes any distinctive trade dress used to identify a Blaze Pizza Business, whether now in existence or hereafter created.

"System" means our system for the establishment, development, operation, and management of a Blaze Pizza Business, including Know-how, proprietary programs and products, confidential operations manuals, and operating system.

2. Background. You are an employee, independent contractor, agent, representative, or supplier of Franchisee. Because of this relationship, you may gain knowledge of our Intellectual Property. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees, and that you could seriously jeopardize our entire Franchise System if you were to use such Intellectual Property in any way other than as described in this Agreement. In order to avoid such damage, you agree to comply with this Agreement.

3. Know-How and Intellectual Property: Nondisclosure and Ownership. You agree: (i) you will not use the Intellectual Property in any business or capacity other than for the benefit of the

Blaze Pizza Business operated by Franchisee or in any way detrimental to us or to the Franchisee; (ii) you will maintain the confidentiality of the Intellectual Property at all times; (iii) you will not make unauthorized copies of documents containing any Intellectual Property; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Intellectual Property; and (v) you will stop using the Intellectual Property immediately if you are no longer an employee, independent contractor, agent, representative, or supplier of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than the performing your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

The Intellectual Property is and shall continue to be the sole property of Blaze Pizza, LLC. You hereby assign and agree to assign to us any rights you may have or may acquire in such Intellectual Property. Upon the termination of your employment or engagement with Franchisee, or at any time upon our or Franchisee's request, you will deliver to us or to Franchisee all documents and data of any nature pertaining to the Intellectual Property, and you will not take with you any documents or data or copies containing or pertaining to any Intellectual Property.

4. Immediate Family Members. You acknowledge you could circumvent the purpose of this Agreement by disclosing Intellectual Property to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Intellectual Property to family members. Therefore, you agree you will be presumed to have violated the terms of this Agreement if any member of your immediate family uses or discloses the Intellectual Property. However, you may rebut this presumption by furnishing evidence conclusively showing you did not disclose the Intellectual Property to the family member.

5. Covenants Reasonable. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.**

6. Breach. You agree that failure to comply with this Agreement will cause substantial and irreparable damage to us and/or other Blaze Pizza franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense, or cause of action you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

7. Miscellaneous.

a. Although this Agreement is entered into in favor of Blaze Pizza, LLC, you understand and acknowledge that your employer/employee, independent contractor, agent, representative, or supplier relationship is with Franchisee and not with us, and for all purposes in connection with such relationship, you will look to Franchisee and not to us.

b. If we pursue legal remedies against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so.

c. This Agreement will be governed by, construed, and enforced under the laws of the State of California, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

d. Each section of this Agreement, including each subsection and portion, is severable. If any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms enforceable.

EXECUTED on the date stated below.

Date________________________________ ____
Signature

____
Typed or Printed Name

Rev. 01/2019

EXHIBIT J

FRANCHISE DISCLOSURE QUESTIONNAIRE

FRANCHISE DISCLOSURE QUESTIONNAIRE

As you know, Blaze Pizza, LLC ("we" or "us"), and you are preparing to enter into a Franchise Agreement and an Area Development Agreement, if applicable, and a Master Franchise Agreement for Non-Traditional Locations, if applicable, for the operation of a Blaze Pizza franchise. The purpose of this questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate, or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement and Area Development Agreement, if applicable and the Master Franchise Agreement for Non-Traditional Locations, if applicable.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer in the table provided below.

1. Yes__ No__ Have you received and personally reviewed the Franchise Agreement and Area Development Agreement, if applicable, and the Master Franchise Agreement for Non-Traditional Locations, if applicable and each attachment or exhibit attached to it that we provided?

2. Yes__ No__ Have you received and personally reviewed the Franchise Disclosure Document and each attachment or exhibit attached to it that we provided?

3. Yes__ No__ Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?

4. Yes__ No__ Do you understand all the information contained in the Franchise Disclosure Document, Franchise Agreement, and Area Development Agreement, if applicable, and the Master Franchise Agreement for Non-Traditional Locations, if applicable?

5. Yes__ No__ Have you reviewed the Franchise Disclosure Document, Franchise Agreement, and Area Development Agreement, if applicable, and the Master Franchise Agreement for Non-Traditional Locations, if applicable with a lawyer, accountant, or other professional advisor, or have you had the opportunity for such review and chosen not to engage such professionals?

6. Yes__ No__ Have you had the opportunity to discuss the benefits and risks of developing and operating a Blaze Pizza Franchise with an existing Blaze Pizza franchisee?

7. Yes__ No__ Do you understand the risks of developing and operating a Blaze Pizza Franchise?

8. Yes__ No__ Do you understand the success or failure of your Blaze Pizza Franchise will depend in large part upon your skills, abilities, and efforts, and those of the persons you employ, as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs, and other relevant factors?

9. Yes__ No__ Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement and Area Development Agreement, if applicable, and the Master Franchise Agreement for Non-Traditional Locations, if applicable must be arbitrated in California, if not resolved informally or by mediation?

10. Yes__ No__ Do you understand that you must satisfactorily complete the initial training program before we will allow your Blaze Pizza Franchise to open or consent to a transfer of the Blaze Pizza Franchise to you?

11. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Blaze Pizza Franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

12. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement and any addendum, and Area Development Agreement, if applicable, and the Master Franchise Agreement for Non-Traditional Locations, if applicable concerning advertising, marketing, media support, marketing penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

13. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Blaze Pizza Franchise will generate that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

14. Yes__ No__ Do you understand that the Franchise Agreement and Area Development Agreement, if applicable, including each attachment or exhibit to the Franchise Agreement and Area Development Agreement, if applicable, and the Master Franchise Agreement for Non-Traditional Locations, if applicable, including each attachment or exhibit to the Master Franchise Agreement for Non-Traditional Locations, if applicable contains the entire agreement between us and you concerning the Blaze Pizza Franchise, meaning any prior oral or written statements not set out in the Franchise Agreement or Area Development Agreement, if applicable, and the Master Franchise Agreement for Non-Traditional Locations, if applicable or the attachments or exhibits to the Franchise Agreement and Area Development Agreement, if applicable, and the attachments or exhibits to the Master Franchise Agreement for Non-Traditional Locations, if applicable will not be binding?

15. Yes__ No__ Do you understand that we are relying on your answers to this questionnaire to ensure that the franchise sale was made in compliance of state and federal laws?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

______________________________	______________________________
Signature of Franchise Applicant	Signature of Franchise Applicant
______________________________	______________________________
Name (please print)	Name (please print)
Date __________________________	Date __________________________

<u>EXPLANATION OF ANY NEGATIVE RESPONSES (REFER TO QUESTION NUMBER):</u>

Question Number	Explanation of Negative Response

EXHIBIT K

GUARANTEE OF BLAZE PIZZA HOLDINGS, LLC

GUARANTEE OF PERFORMANCE

For value received, Blaze Pizza Holdings, LLC, a Delaware limited liability company (the "Guarantor"), located at 35 N. Lake Avenue, Suite 710, Pasadena, California 91101, absolutely and unconditionally guarantees to assume the duties and obligations of Blaze Pizza, LLC located at 35 N. Lake Avenue, Suite 710, Pasadena, California 91101, (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2019 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Pasadena, CA on the 26th day of 2019.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Guarantor: Blaze Pizza Holdings, LLC
By: ____________________
Name: Amanda Shaw
Title: CFO

STATE OF California

COUNTY OF Los Angeles

The undersigned, Amanda Shaw, being first duly sworn, deposes and says: That he/she has executed the foregoing Guaranty; that he/she is CFO of such Guarantor and is fully authorized to execute and file such Guaranty; that he/she is familiar with such Guaranty; and that to the best of his/her knowledge, information and belief the statements made in such Guaranty are true.

____
BLAZE PIZZA HOLDINGS, LLC

Subscribed and sworn to before me this 26th day of July, 2019

(Notarial Seal)

____
NOTARY PUBLIC
In and for the County of Los Angeles, State of California
My Commission Expires: March 26, 2023

STEPHANIE XIE
Commission No. 2280961
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires MARCH 26, 2023

{00102790.DOCX. }

EXHIBIT L

RECEIPT

RECEIPT
(Retain This Copy)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Blaze Pizza, LLC offers you a 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.

Under Iowa law, if applicable, Blaze Pizza, LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Blaze Pizza, LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement of the payment of any consideration that relates to the franchise relationship.

If Blaze Pizza, LLC 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 identified on Exhibit A.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
Carolyne Canady, 35 N. Lake Avenue, Suite 710, Pasadena, California 91101; (626)584-5880
Laura Crews, 35 N. Lake Avenue, Suite 710, Pasadena, California 91101; (626)584-5880
Flor Palacios, 35 N. Lake Avenue, Suite 710, Pasadena, California 91101; (626)584-5880

Issuance Date: April 27, 2019, as amended September 24, 2019

I received a disclosure document issued April 27, 2019, as amended September 24, 2019, which included the following exhibits:

Exhibit A	List of State Administrators and Agents for Service of Process
Exhibit B	Financial Statements
Exhibit C	Franchise Agreement
Exhibit D	Area Development Agreement
Exhibit E	Master Franchise Agreement for Non-Traditional Locations
Exhibit F	List of Current and Former Franchisees/Area Developers
Exhibit G	State Addenda and Agreement Riders
Exhibit H	Blaze Standards Guidelines Table of Contents
Exhibit I	Contracts for use with the Blaze Pizza Franchise
Exhibit J	Franchise Disclosure Questionnaire
Exhibit K	Guarantee of Blaze Pizza Holdings, LLC
Exhibit L	Receipt

Date	Signature	Printed Name
Date	Signature	Printed Name

PLEASE RETAIN THIS COPY FOR YOUR RECORDS.

RECEIPT
(Our Copy)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Blaze Pizza, LLC offers you a 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.

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Exhibit J Franchise Disclosure Questionnaire
Exhibit K Guarantee of Blaze Pizza Holdings, LLC
Exhibit L Receipt

Date	Signature	Printed Name
Date	Signature	Printed Name

Please sign this copy of the receipt, date your signature, and return it to Blaze Pizza, LLC, 35 N. Lake Avenue, Suite 710, Pasadena, CA 91101.