INFORMATION FOR PROSPECTIVE FRANCHISEES REQUIRED BY FEDERAL TRADE COMMISSION

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

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

FEDERAL TRADE COMMISSION,
WASHINGTON D.C.

STATE COVER PAGE
FRANCHISE DISCLOSURE DOCUMENT

CAPTAIN TONY'S PIZZA, INC.
A FLORIDA CORPORATION

Florida Main Office: 1742 South Woodland Boulevard, Suite 440
Deland, Florida 32720
TELEPHONE: (800) 332-8669 (TONY)

New York Office: 387 N. Winton Road
Rochester, New York 14610
TELEPHONE: (716) 482-8430

Las Vegas Office: 10620 Southern Highlands Pkwy,, Suite 110-428
Las Vegas, Nevada 89141
TELEPHONE: (386) 626-4838

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www.captaintonys.com

The Franchise offered is a CAPTAIN TONY'S PIZZA & PASTA EMPORIUM restaurant which sells and delivers pizza and related limited menu food items.

The total investment necessary to begin operation of a CAPTAIN TONY'S franchise ranges from \$197,550 to \$389,800. This includes the initial franchise fee of \$10,000 (for one take-out and delivery unit), \$15,000 (for one take-out, delivery and self-service unit with 49 seats and under), or \$20,000 (for one take-out, delivery, full service, dine-in unit with 50 seats or more) that must be paid to the franchisor or affiliate. Under a Multi-Unit Development Agreement, you must develop a minimum of 5 units in any configuration, and the initial area development fee is a minimum of \$75,000, plus \$5,000 for each additional unit. The estimated initial investment depends on the number of units developed.

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

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

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

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

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

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

1. **THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN FLORIDA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN FLORIDA THAN IN YOUR OWN STATE.**

2. **THE FRANCHISE AGREEMENT STATES THAT FLORIDA LAW GOVERNS THE AGREEMENT AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS YOUR LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.**

3. **THE FRANCHISEE WILL NOT BE GRANTED ANY EXCLUSIVE TERRITORY.**

4. **THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.**

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT D OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY CALIFORNIA DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE CALIFORNIA DEPARTMENT OF CORPORATIONS, 1515 K STREET, SUITE 200, SACRAMENTO, CALIFORNIA 95814-4052.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. 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 PROSPECTUS.

Effective Date: ____________________

TABLE OF CONTENTS

EXHIBITS

FRANCHISE DISCLOSURE DOCUMENT
FOR PROSPECTIVE FRANCHISEES

CAPTAIN TONY'S PIZZA, INC.

1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language of this Disclosure Document, "CAPTAIN TONY'S" means CAPTAIN TONY'S PIZZA, INC., the Franchisor. "You" means the franchisee or the person or legal entity [including a corporation, partnership, LLC or other legal entity (collectively "legal entity") and their owners, officers and directors] who is buying the franchise. CAPTAIN TONY'S is a Florida corporation incorporated on December 9, 2004. CAPTAIN TONY'S was a wholly owned subsidiary of Am-PAC International, Inc., also a Nevada corporation ("AM-PAC"). FORBES INVESTMENTS, LIMITED, a British Virgin Islands company ("FORBES"), acquired CAPTAIN TONY'S from AM-PAC. In January, 1998, FORBES sold 100% of its interest in CAPTAIN TONY'S to Michael J. Martella, the original founder of CAPTAIN TONY'S. CAPTAIN TONY'S, originally incorporated on the 10th day of September, 1985 as a New York corporation. On December 5, 1996, CAPTAIN TONY'S changed its domicile to the State of Nevada. On December 9, 2004, CAPTAIN TONY'S filed a Certificate of Domestication in the State of Florida and now has its principal place of business in Deland, Florida.

CAPTAIN TONY'S does business under the name of CAPTAIN TONY'S PIZZA & PASTA EMPORIUM. CAPTAIN TONY'S does not do business under another name. The principal business address is 1742 South Woodland Boulevard, Suite 440, Deland, Florida 32720.

CAPTAIN TONY'S agent for service of process is disclosed in Exhibit D of this Disclosure Document.

CAPTAIN TONY'S has been in the business of franchising its CAPTAIN TONY'S PIZZA & PASTA EMPORIUMS since 1985.

Michael J. Martella, President, Treasurer and Chairman of the Board of Directors, was the general manager of the original CAPTAIN TONY'S from 1982 to 1984 and is the sole shareholder and President of a New York corporation which now owns and operates a CAPTAIN TONY'S franchise located at 385 North Winton Road, Rochester, New York, which has been in operation since 1985. This franchise does not pay royalties to CAPTAIN TONY'S. His father, Anthony Martella, began operating the original CAPTAIN TONY'S restaurant in 1972, and Michael J. Martella was extensively involved in the operation of the original CAPTAIN TONY'S, as well.

CAPTAIN TONY'S franchises the right to operate a restaurant under the name CAPTAIN TONY'S PIZZA & PASTA EMPORIUM. CAPTAIN TONY'S PIZZA & PASTA

EMPORIUM restaurants offer full service dine-in service, and/or take-out and deliver services. The menu features pizza in 4 different sizes, prepared with mozzarella cheese and a choice of 24 other toppings. The restaurant offers related limited menu food items, such as pasta dishes, calzones, sandwiches and any and all other food items as CAPTAIN TONY'S deems appropriate.

CAPTAIN TONY'S PIZZA & PASTA EMPORIUM restaurants sell their service and products primarily to the general public. CAPTAIN TONY'S PIZZA & PASTA EMPORIUM will have to compete with other restaurants serving similar food items, including other franchise programs for take-out, delivery and dine-in pizza shops.

CAPTAIN TONY'S offers three types of franchises as described below. The franchise fee, royalty fee and initial investment will vary depending upon which franchise you purchase. The types of franchises are as follows:

(I) A take-out and delivery service unit;

(ii) Self-serve sit down with take-out and delivery service;

(iii) Full service restaurant with take-out and delivery service.

CAPTAIN TONY'S has no other business activities, and does not currently operate any company owned units of the type being franchised.

CAPTAIN TONY'S has not offered for sale, or sold franchises in other lines of business. CAPTAIN TONY'S has offered franchises for the same type of business since 1985.

2. BUSINESS EXPERIENCE

President, Secretary and Director: MICHAEL J. MARTELLA

Michael J. Martella is President, Secretary and a director of the company. He received an ABA Degree from Rochester Institute of Technology in 1977. Michael J. Martella is the son of Anthony Martella, founder of the original CAPTAIN TONY'S. In 1984, he became sole shareholder and President of a New York corporation, Captain Tony's Winton Road, Inc., which owns and operates a CAPTAIN TONY'S franchise located at 385 North Winton Road, Rochester, New York, which is the original CAPTAIN TONY's unit. This unit offers take-out and delivery service.

3. LITIGATION

Neither CAPTAIN TONY'S, nor any person identified in Item 2, has pending any administrative, criminal, or material civil actions (or a significant number of civil actions irrespective of materiality) alleging a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations.

Neither CAPTAIN TONY'S, nor any person identified in Item 2, has been convicted of a felony, pleaded nolo contendere to a felony charge, or within a 10 year period immediately proceeding the application for registration, been convicted of a misdemeanor or pleaded nolo contendere to a misdemeanor charge or been held liable in a civil action by final judgment or been eh subject of a material complaint or other legal proceeding if such misdemeanor conviction or charge or civil action, complaint or other legal proceeding involved a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations.

Neither CAPTAIN TONY'S, nor any person identified in Item 2, is subject to any currently effective injunctive or restrictive order or decree relating to franchises or under any federal, state, or Canadian franchise, securities, anti-trust, trade regulation, or trade practice law, as a result of a concluded or pending action or proceeding brought by a public agency.

Neither CAPTAIN TONY'S, nor any person identified in Item 2, are 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.

CAPTAIN TONY'S has no litigation that is required to be disclosed in this Disclosure Document.

4. BANKRUPTCY

During the ten (10) years immediately proceeding the date of the application for registration, neither CAPTAIN TONY'S, nor any predecessor, current officer or general partner of the CAPTAIN TONY'S, has been adjudged bankrupt or reorganized due to insolvency or been a principal officer of a company or a general partner of a partnership at or within one (1) year of the time that such company or partnership was adjudged bankrupt or reorganized due to insolvency or is subject to any such pending bankruptcy or reorganization proceeding.

5. INITIAL FEES

A. Initial Franchise Fee. The initial franchise fee is $10,000 for a 20 year standard franchise for one take-out and delivery unit; $15,000 for one take-out, delivery and self-service sit-down unit with 49 seats and under; or $20,000 for one take-out, delivery, full service, dine-in unit with 50 seats or more. You must pay the initial franchisee fee in one lump sum when you sign the Franchise Agreement. If you purchase additional Units, you must sign one Franchise Agreement for each Unit. If you enter into additional franchise agreements, CAPTAIN TONY'S discounts the initial franchise fees, which are due when you sign the additional Franchise Agreements as follows:

2nd Unit and each Unit thereafter	Discount of $5,000 off the then current franchise fee.

CAPTAIN TONY'S will not refund any portion of your franchise fee under any circumstance including, but not limited to, any of the following occurrences:

a. Your failure to complete the training course to the satisfaction of CAPTAIN TONY'S.

b. Your failure to begin operations within 180 days of signing the franchise agreement.

c. Your failure to secure an approved site within 90 days of signing the Franchise Agreement.

B. Initial Multi-Unit Development Fee. If you sign an Multi-Unit Development Agreement, at that time, you must pay the full initial area development fee of a minimum of $75,000 for a minimum of 5 Units in any configuration; plus $5,000 for each additional Unit. If you sign a Multi-Unit Development Agreement and are an existing franchisee, and in CAPTAIN TONY'S determination do not require initial or additional training, the cost for each additional Unit shall be $1,000.

You will not receive refunds of the initial Franchise Fee under any circumstances.

If you want to develop multiple Units, you must sign a Multi-Unit Development Agreement ("Multi-Unit Development Agreement") with CAPTAIN TONY'S, concurrent with the signing of the first Franchise Agreement.

C. Use of Initial Franchise Fees and Multi-Unit Development Fees. CAPTAIN TONY'S uses the Initial Franchise Fees and Multi-Unit Development Fees to defray some of the following:

1. Screening and approving the Developers and Franchisees;

2. Administration, salaries, benefits and expenses for operations and the franchise system;

3. Providing assistance and technical advice to the franchisee;

4. Continuous development of the franchise programs;

5. Working capital to further develop its franchise system; and

6. Any excess may be profit to CAPTAIN TONY'S.

6. OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	Note 1	Note 1 and Note 2	
Local Advertising Expenditure	2% of Gross Revenues	Monthly	You must spend 2% of Gross Revenues per month for local advertising
Marketing Fee	2% to 3% of Gross Revenues	Note 1 and Note 2	Note 3
Additional Assistance	$200 per day plus reasonable travel and accommodation expenses	30 days after billing	CAPTAIN TONY'S provides opening assistance free -- See Item 11
Transfer Fee for Franchise Agreement	$2,500	At time of transfer	Payable when you sell or transfer your franchise agreement. (No charge if franchise transferred to a corporation which you control.)
Transfer Fee for Area Development Agreement	$5,000	At time of transfer	Payable when you sell or transfer your Multi-Unit Development Agreement. (No charge if franchise transferred to a corporation which you control.)

All fees are imposed by and payable to CAPTAIN TONY'S. All fees are non-refundable. CAPTAIN TONY'S will charge the greater of the highest rate of interest allowed by local law or 2% per month of past due amounts.

Notes

Note 1. Royalty Fees are 4.5% of gross revenues from the beginning of operations. The Royalty Fees for each Unit shall not exceed $500 per week per unit. The Royalty Fees for each Multi-Unit arrangement shall not exceed $400 per week per Unit. If you fail to provide timely weekly gross receipt reports, your Royalty Fees shall be $500 per week for both Single Unit and/or Multi-Unit franchises.

Payments are payable on the Tuesday of each week for the prior week beginning on the day the franchise business opens for operation and continuing until the expiration or termination of the initial franchise term. Gross Revenues include sales of food and beverage, all other products and services of every kind from the franchised business, including catering and off-site sales, but does not include sales tax.

If you signed a Multi-Unit Development Agreement, your Royalty fee is 3% instead of 4½%. If you are in breach of the Multi-Unit Development Agreement or transfer the individual Franchise Agreement to a third party, the Royalty Fee reverts to 4½% as provided in the Franchise Agreement.

Note 2. The Royalty Fee and Marketing Fund contribution may, at CAPTAIN TONY'S discretion, be automatically debited from your account in accordance with the Auto Debit Agreement, Exhibit C of the Franchise Agreement. The Auto Debit Agreement authorizes CAPTAIN TONY'S to debit your designated business checking or savings account for amounts due to CAPTAIN TONY'S. You must sign this Agreement before opening your CAPTAIN TONY'S PIZZA & PASTA EMPORIUM Unit for business.

Note 3. The Marketing Fee is currently 2% of gross revenues. CAPTAIN TONY'S may increase this Fee to 3% if and when it decides to fund and/or conduct advertising, marketing and promotions on a regional and/or national level. CAPTAIN TONY'S may elect to rebate a portion or all of the Marketing Fee, but you must spend the rebated amount on advertising.

7. ESTIMATED INITIAL INVESTMENT

A. Development of One Unit.

Type of Expenditure	Amount Low	Amount High	Method Of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee (1)	$ 10,000	$ 20,000	Lump Sum	Upon signing of Franchise Agreement	CAPTAIN TONY'S
Equipment (2)	$ 115,000	$170,000	Lump Sum	As purchased	Vendor
Inventory (3)	$ 4,500	$ 5,000	Lump Sum	Before opening	Supplier
Rent (4)	$ 2,250	$ 6,000	Lump Sum	Before opening	Landlord
Improvements & Fixtures	$ 20,000	$ 100,000	Note (5)	Note (5)	Vendor/ Landlord
Training Expenses & Accommodation Costs	$ 2,750	$ 2,750	As incurred	As incurred	Airfare, hotel, automobile rental, food
Insurance	$ 2,500	$ 4,000	As incurred	As Incurred	Insurance company
Required Permits	$ 450	$ 450	As incurred	As Incurred	Governmental Agencies
Liquor License	Note (6)	Note (6)	Note (6)	Note (6)	
Uniforms	$ 600	$ 600	As incurred	As incurred	Supplier
Advertising (3 months)	$ 5,000	$ 12,000	As Incurred	As Incurred	Media
Wages	$ 2,500	$ 5,500	As Incurred	Weekly	Employees

Signs	$ 2,000	$ 3,500	As incurred	As incurred	Supplier
Additional Funds (3 months)	$ 30,000	$ 60,000	Note (7)	Note (7)	Note (7)
Total Initial Investment	$197,550	$389,800	Note (8)		

NOTES:

(1) CAPTAIN TONY'S does not finance any fee. CAPTAIN TONY'S will not refund any portion of your franchise fee under any circumstances.

(2) CAPTAIN TONY'S bases these estimates on list prices for new equipment. Used equipment is often available at much lower cost. You may be able to negotiate new equipment prices and purchase below the list price. Freight, availability, vendor location, make and model all affect price. (See Exhibit F)

(3) The inventory requirement is for the opening of one unit.

(4) If you do not own adequate restaurant space, you must lease or purchase the land and buildings for your restaurants. Typical take out delivery unit locations have at least 1,000 square feet of space and 5 parking spaces; and full service dine in locations have 3,000 square feet and 20 parking spaces.

(5) These estimates vary greatly depending on the condition of the premises and your ability to negotiate with the landlord to assist you financially with these improvements.

(6) CAPTAIN TONY's does not require you to have a liquor license. However, if you have a restaurant with a dining room, CAPTAIN TONY'S recommends beer and wine service. The cost of a liquor license varies by state and counties. Contact your local liquor authority for requirements and costs.

(7) This estimates your initial start-up expenses and working capital. These expenses include rent, inventory, payroll costs, supplies, laundry and other normal expenses incurred in your operations. These figures are estimates and CAPTAIN TONY'S cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: how much you follow CAPTAIN TONY'S methods and procedures; your management skill; experience and business acumen; local economic conditions; the local market for our

product; the prevailing wage rate; competition; your level of advertising; your monthly rent; weather conditions and the sales level reached during the initial 3 month period.

(8) CAPTAIN TONY'S relied on its more than 25 years of experience in the pizza restaurant business to compile these estimates. You should review these figures carefully with a business advisor before purchasing the franchise.

B. Multi-Unit Development Agreement. The minimum Area Development Fee is $75,000 for a minimum of 5 Units under a Multi-Unit Development Agreement. Although there may be economies of scale, you may use the above table as an estimate for each two Units you develop.

8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase CAPTAIN TONY'S pre-packaged spice and ingredients for pizza sauce and dough to ensure uniform quality throughout the franchise system. Any failure to purchase and use CAPTAIN TONY'S pre-packaged spice and ingredients for pizza sauce and dough will result in a $1,000 fee against you for each occurrence. This fee is in addition to any other enforceable contractual right of CAPTAIN TONY'S concerning the franchise. CAPTAIN TONY'S or its designated distributor sells and distributes these prepackaged supplies. CAPTAIN TONY'S derives reasonable income from your purchase of these products at reasonable retail prices.

CAPTAIN TONY'S may discontinue the sale of pre-packaged mixes for pizza sauce and dough if you breach the Franchise Agreement and/or CAPTAIN TONY'S terminates the Franchise Agreement.

You may purchase or lease any other goods, services, supplies, fixtures, equipment, inventory or real estate relating to the establishment or operation of the CAPTAIN TONY'S business from other approved suppliers or vendors. CAPTAIN TONY'S is an approved vendor of certain items of equipment and supplies, but you are not required to purchase from CAPTAIN TONY'S. CAPTAIN TONY'S derives revenues from the sale of equipment and supplies to franchises. CAPTAIN TONY'S notifies you of its list of approved suppliers, subject to change from time to time.

CAPTAIN TONY'S operating manual states the specifications for required supplies, menu items and the procedure for modification of any specifications. If you want to purchase supplies or equipment from a supplier or vendor not approved by CAPTAIN TONY'S, or add additional menu items or change specifications for current menu items, you must notify CAPTAIN TONY'S and submit in writing, information, and specifications and deliver samples as CAPTAIN TONY'S requests. CAPTAIN TONY'S shall test such supplies, menu items, changes and equipment. CAPTAIN TONY'S must complete the review within 45 days after you deliver the information and samples.

CAPTAIN TONY'S bases its approval on considerations such as reliability and quality of service, equipment and supplies of the vendor, current and prior relations with the supplier or vendor, the vendor's reputation for resolving complaints, the vendor's financial condition and other relevant factors. If CAPTAIN TONY'S determines that the service, equipment or supplies do not comply with CAPTAIN TONY'S specifications and requirements, it may revoke approval at any time.

CAPTAIN TONY'S and its designated distributors are the only approved suppliers of CAPTAIN TONY'S prepackaged mixes for pizza sauce and dough.

CAPTAIN TONY'S gross revenues for its most recent fiscal year were $50,713.00.

CAPTAIN TONY'S negotiates purchase arrangements, including price terms with suppliers to benefit you.

CAPTAIN TONY'S does not provide any material benefit to you for using designated or approved suppliers or distributors.

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.

For reference purposes below, "FA" means the Franchise Agreement and "DA" means the Multi-Unit Development Agreement.

Obligation	Section in Agreement	Item in Disclosure Document
(a) Site selection and acquisition/lease	§§1 B, C, D and E of FA, §5 of DA	Item 11
(b) Pre-opening purchases/leases	§9 of FA	Item 7 and Exhibit F
(c) Site development and other pre-opening requirements	§1D of FA; §4 of DA	Items 9 and 11
(d) Initial and ongoing training	§§5 and 8 of FA	Item 11
(e) Opening	§16 A of FA	Items 9 and 11
(f) Fees	§§10 and 11 of FA; §3 of DA	Items 5, 6 and 7

Obligation	Section in Agreement	Item in Disclosure Document
(g) Compliance with standards and policies/ Operating Manual	§16 of FA; §6 of DA	Item 8, 9 and 16
(h) Trademarks and proprietary information	§18 of FA; §9 of DA	Items 13 and 14
(I) Restrictions on products/services offered	§16 of FA	Items 8 and 16
(j) Warranty and customer service requirements	None	None
(k) Territorial development and sales quotas	§§4 and 7 of DA	Item 12
(l) On-going product/service purchases	§9 of FA, §6 of DA	Item 8
(m) Maintenance, appearance and remodeling requirements	§§4 and 16 of FA	Items 7, 9 and 11
(n) Insurance	§20 of FA	Items 7 and 9
(o) Advertising	§§12 and 15 of FA	Items 6, 7 and 11
(p) Indemnification	§§18G, 20 and 34 of FA, §10 of DA	Item 9
(q) Owner's participation/ management/staffing	§16G of FA	Items 15
(r) Records/reports	§19 of FA	Item 8
(s) Inspections/audits	§8 of FA	Item 11
(t) Transfer	§21 of FA, §8 of DA	Items 17 (k), (l) and (m), (n), (o)
(u) Renewal	§2 B. of FA	Items 6 and 17 (b)
(v) Post-termination obligations	§24 of FA, §7 of DA	Item 17 (I)
(w) Non-competition covenants	§17 of FA	Items 15, 17 (q) and 17(r)
(x) Dispute resolution	§27B of FA	Items 17 (u)

10. FINANCING

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

CAPTAIN TONY'S does not know whether you will be able to obtain financing for all or part of your investment and, if so, the terms of the financing. CAPTAIN TONY'S does not receive direct or indirect payments for placing financing.

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

Except as listed below, CAPTAIN TONY'S is not required to provide you with any assistance.

1. Pre-Opening. Before you open your business, CAPTAIN TONY'S:

Assists you in your site selection. Your site size must be at least 1200 square feet, have 5 parking spaces, and 8000 households within a 1 1/2 mile radius. You select your site subject to our approval. We must approve or disapprove your site within 20 days after we receive notice of the proposed location. CAPTAIN TONY'S may consider the location, size, lease arrangements, proximity to other franchises, traffic patterns, parking and other factors CAPTAIN TONY'S deems relevant in evaluating proposed location sites. If we cannot agree on a site within 90 days of the signing of the Franchise Agreement, CAPTAIN TONY'S may terminate the agreement.

Within 90 days of signing the Franchise Agreement, CAPTAIN TONY'S assists you with reviewing a lease or purchasing offer for a location for your franchise unit (Franchise Agreement, Section 1, paragraph B). You will purchase or lease from independent third parties.

Within 90 days of signing the Franchise Agreement, CAPTAIN TONY'S assists you in developing plans for construction or remodeling and for all required and replacement equipment, inventory and supplies (Franchise Agreement, Section 1, paragraph B). See Item 8 of this Disclosure Document. You must pay for all these items including architect drawings, construction and remodeling costs.

CAPTAIN TONY'S loans you one copy of our Operations Manual containing mandatory and suggested specifications, standards and procedures. This Operations Manual is confidential and remains CAPTAIN TONY'S property. If you purchase more than one CAPTAIN TONY'S Unit, CAPTAIN TONY'S provides only one Operations Manual for all Units owned. You may, at your own cost and expense, make one additional duplicate copy of the Operations Manual for each additional franchise Unit you own. CAPTAIN TONY'S may modify this Operations Manual, but the modifications cannot alter your status and rights under the Franchise Agreement. (see Franchise Agreement - paragraph 9(a)) The Table of Contents of the Operations Manual is Exhibit E to this Disclosure Document.

2. Length of Time. Franchisees typically open their franchises within 4 to 6 months after they sign a franchise agreement. The factors that affect this length of time are the ability to obtain a lease, financing, building permits, zoning, local ordinances, weather conditions, shortages, delayed installation of equipment, fixtures, and signs.

3. During Operation of the Franchise. CAPTAIN TONY'S:

Provides telephone and on-line assistance via e-mail to you to discuss your operational problems.

Loans you a copy of its Confidential Operations Manual, which contains mandatory and suggested specifications, standards and procedures. This manual is confidential and remains our property.

At its discretion, may inspect your premises, product, supplies, merchandise, methods of production and merchandising and confer with you and your employees.

At your request, CAPTAIN TONY'S provides personal advisory assistance at your location, if CAPTAIN TONY'S deems it necessary. If you request this assistance, you must pay a per diem fee of $200.00 plus reasonable travel and accommodation expenses.

4. Advertising Program. CAPTAIN TONY'S or its designee, provides samples of promotional advertising. You must pay all duplication and distribution costs. CAPTAIN TONY'S provides the advertising directly or through an advertising agency. You may place these promotional advertisements in local media such as television, newspapers, local flyers.

CAPTAIN TONY'S or its designee, maintains and administers a fund for local promotion, marketing and advertising and possibly on a national or regional basis in the future ("Marketing Fund") for the Franchise System. You must contribute to the Marketing Fund the amounts CAPTAIN TONY'S requires (see Item 6).

CAPTAIN TONY'S or its designee, directs all advertising and promotional programs with sole discretion over the concepts, materials and media used in the programs and its placement and allocation of the Marketing Fund.

CAPTAIN TONY'S uses the Marketing Fund to pay the costs of maintaining and administering advertising and promotional activities (including, the cost of preparing and producing broadcast advertising, print media, and hiring advertising agencies for assistance).

CAPTAIN TONY'S may select geographic regions to establish a Regional Advertising Fund or a Regional Co-op. CAPTAIN TONY'S determines the geographic area covered by a Regional Advertising Fund or a Regional Co-op based on the location of the CAPTAIN TONY'S locations in the area and the reach of print, radio, and television media in the area. CAPTAIN TONY'S, in its sole discretion, funds the Regional Advertising Fund or Regional Co-op by allocating Marketing Fund contributions received from franchisees' CAPTAIN TONY'S locations within the geographic area covered by a Regional Advertising Fund or a Regional Co-op.

CAPTAIN TONY'S administers the Fund and the Regional Advertising Fund. If the members on a Regional Co-op fail or cannot determine how to spend Regional Co-op funds, CAPTAIN TONY'S may assume this decision-making authority following 10 days' advance written notice to the Regional Co-op members. CAPTAIN TONY'S may terminate (and subsequently restart) the Fund or any Regional Advertising Fund or any Regional Co-op. CAPTAIN TONY'S may incorporate any advertising fund and, with respect to the Fund and any Regional Advertising Fund, CAPTAIN TONY'S may have a separate entity manage the Fund.

CAPTAIN TONY'S maintains the Marketing Fund in a separate account from the other monies of CAPTAIN TONY'S and does not use it for any of CAPTAIN TONY'S expenses, except for reasonable administrative costs incurred in activities reasonably related to the administration or direction of the Marketing Fund and compensation to CAPTAIN TONY'S for its work for the Marketing Fund. The Marketing Fund and its earnings are not the property of CAPTAIN TONY'S. You may receive a rebate of a portion of the Marketing Fund contributions to spend on local advertising.

CAPTAIN TONY'S retains for future use any excess amounts in the Marketing Fund at the end of any taxable year. CAPTAIN TONY'S annually prepares and makes available to you a statement of the operations of the Marketing Fund.

CAPTAIN TONY'S strongly recommends additional advertising. If you develop advertising materials for your own use, at your own cost, CAPTAIN TONY'S must approve the advertising materials in advance and in writing.

CAPTAIN TONY'S may hold conferences to discuss such topics as sales techniques, personnel training, bookkeeping, accounting, inventory control, performance standards, advertising programs and merchandising procedures. Your attendance at these conferences is optional. CAPTAIN TONY'S does not charge any conference fees, but you must pay all your travel and accommodation expenses and any salaries or costs related to your employees' attendance. These conferences may be held at various locations throughout the country.

5. Computer Systems. All of your bookkeeping and accounting records, all of your financial statements and all of your reports submitted to CAPTAIN TONY'S must conform to the then current standards and requirements as described in the Manuals. It is recommended, but CAPTAIN TONY'S does not require, that you purchase and use the Microworks Prism POS System which provides detailed sales reporting, inventory controls, food cost and labor cost analysis. The system is Microsoft Windows XP based and uses Dell® equipment. The system must be purchased directly from Microworks POS Solutions, Inc.. CAPTAIN TONY'S does not receive direct or indirect payments from Microworks POS Solutions, Inc. for purchases of the system. The cost of purchasing the system is approximately $6,000 (2 terminals) to $9,000 (3 terminals). You may enter into individual agreements directly with Microworks POS Solutions, Inc. for maintenance, repairs, upgrades or updates of the system, but no such agreements are required by CAPTAIN TONY'S. CAPTAIN TONY'S does not have independent access to any information that will be generated or stored in any computer system.

6. Operating Manual. The Table of Contents of CAPTAIN TONY'S Operating Manual as of the last fiscal year-end is attached to this Disclosure Document as Exhibit "E".

7. Training. Within 60 days of your signing the Franchise Agreement, CAPTAIN TONY'S will train you and one other person at CAPTAIN TONY'S training center as follows:

Subject	Hours of Classroom Training	Hours of Field Training	Location
Purchasing	Note 1	Note 2	Rochester, New York
Food Preparation	Note 1	Note 2	Rochester, New York
Equipment Maintenance	Note 1	Note 2	Rochester, New York
Cleaning and Sanitation	Note 1	Note 2	Rochester, New York
Personnel Selection	Note 1	Note 2	Rochester, New York
Personnel Training	Note 1	Note 2	Rochester, New York
Financial Record keeping	Note 1	Note 2	Rochester, New York

1 It is the nature of the Franchise Business that all aspects of training are integrated, there are no definitive starting and stopping times. No classroom training is provided. The Operations Manual includes coverage of all subjects.

2 Approximately 168 hours of total field training in various subject areas in Rochester, New York.

INSTRUCTORS: Michael J. Martella, and/or his designated trainer, who has at least 25 years or more of management experience.

TRAINING LOCATIONS*	WHO MUST ATTEND	CHARGES ASSOCIATED WITH TRAINING
385 N. Winton Road Rochester, New York	You and 1 employee of your choice	CAPTAIN TONY'S does not charge for this training or service, but you must pay the travel and living expenses for you and your employee.

* Or other locations as may be designated by CAPTAIN TONY'S.

If you already operate a CAPTAIN TONY'S franchise, or if you purchase more than one (1) franchise Unit, CAPTAIN TONY'S does not provide additional training. CAPTAIN TONY'S only provides one training session to you.

12. TERRITORY

You do 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.

Under the Multi-Unit Development Agreement, CAPTAIN TONY'S provides a Development Schedule for the development of multiple units within a non-exclusive defined area throughout the term of the Multi-Unit Development Agreement. If you fail to meet the Development Schedule you may lose the right to develop additional units and CAPTAIN TONY's may terminate the Multi-Unit Development Agreement without any refund of any portion of the initial area development fee. CAPTAIN TONY'S may sell CAPTAIN TONY'S franchises or open CAPTAIN TONY'S restaurants within the non-exclusive defined area at any time.

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

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

13. TRADEMARKS

Under the Franchise Agreement, CAPTAIN TONY'S grants you the right to operate a restaurant under the name "CAPTAIN TONY'S PIZZA AND PASTA EMPORIUM", and under any other trade names, trademarks, service marks and logotypes now used, or that may later be used in the operation of the franchise. By "Trademarks", CAPTAIN TONY'S means any trade names, trademarks, service marks and logotypes used now or in the future by CAPTAIN TONY'S.

CAPTAIN TONY'S originally registered the Trademark appearing on the Cover Page of this Disclosure Document, with the United States Patent and Trademark Office in its principal register on July 7, 1987, Registration Number 1446902. CAPTAIN TONY'S re-registered the Trademark in 1996 and the Registration Number is 2091284.

There are no agreements limiting the right to use or license the use of CAPTAIN TONY'S' Trademarks.

You must notify CAPTAIN TONY'S immediately when you learn of an infringement of, or challenge to, the use of CAPTAIN TONY'S Trademarks. CAPTAIN TONY'S will take action as it deems appropriate. CAPTAIN TONY'S must indemnify you from claims or infringement under certain circumstances, however, CAPTAIN TONY'S liability is limited according to the Franchise Agreement.

CAPTAIN TONY'S Trademarks are the sole property of CAPTAIN TONY'S. Either during or after the term of the Franchise Agreement, your rights in these marks are only as granted under the Franchise Agreement. All goodwill arising from your use of CAPTAIN TONY'S Trademarks is the property of CAPTAIN TONY'S.

If CAPTAIN TONY'S decides to modify or discontinue the use of the Trademarks, or use one or more additional or substitute Trademarks, you must comply with CAPTAIN TONY'S directions to modify or discontinue the use of the Trademarks within a reasonable time after notice from CAPTAIN TONY'S. CAPTAIN TONY'S is not be obligated to compensate you for any costs incurred in connection with any modification or discontinuance.

You must follow CAPTAIN TONY'S rules when you use these Trademarks. You cannot use a name or mark as part of a corporate name or with modifying works, designs or symbols except for those CAPTAIN TONY'S licenses to you. You may not use CAPTAIN TONY'S registered name in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by CAPTAIN TONY'S.

You recognize CAPTAIN TONY'S right to use and authorize others to use all trademarks, service marks, trade names, and color schemes, designs and other elements of CAPTAIN TONY'S trade dress (collectively "CAPTAIN TONYS'S INSIGNIA") utilized by Captain Tony to identify products and services or the places or outlets where they are sold or marketed. You agree not to claim any right, title or interest in CAPTAIN TONY'S INSIGNIA. You acknowledge the need to control your use of CAPTAIN TONY'S INSIGNIA in order to maintain the validity of the insignia and to assure the continued recognition of, acceptance by and high regard of the public and other consumers for products and services and retail outlets identified by CAPTAIN TONY'S INSIGNIA. Accordingly, you agree that you shall use CAPTAIN TONY'S INSIGNIA only in such manner as may be approved by CAPTAIN TONY'S, and that CAPTAIN TONY'S may from time to time change CAPTAIN TONY'S INSIGNIA and its promotional materials as it sees fit. You shall not simulate in any way any of CAPTAIN TONY'S INSIGNIA. You shall not use any of CAPTAIN TONY'S INSIGNIA in your company name, nor permit such use in the name of any company in which you have an interest. You shall not register any internet domain name containing CAPTAIN TONY'S INSIGNIA without CAPTAIN TONY'S prior written consent. Any domain name containing CAPTAIN TONY'S INSIGNIA shall be deemed to be CAPTAIN TONY'S INSIGNIA for purposes of this agreement.

14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to CAPTAIN TONY'S. All advertising materials, letters, the Operation Manual, other manuals and forms are proprietary and confidential information of

CAPTAIN TONY'S. The pizza sauce spice mixes and dough spice mixes and all recipes of CAPTAIN TONY'S are proprietary products and confidential information of CAPTAIN TONY'S.

All innovations, ideas, new programs, concepts, new recipes, new menu items, improvements, techniques or materials used in your CAPTAIN TONY'S unit, whether or not constituting protectable intellectual property, and whether created by or for you or your owners, are considered CAPTAIN TONYS' property and part of its franchise system.

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

Although recommended, you need not personally supervise the franchised business. You may hire a manager who has successfully completed CAPTAIN TONY'S training program. This manager must directly supervise the business at the premises. The manager must sign a written agreement to maintain confidentiality of the Operations Manual, and must sign an undertaking as described in Section 17 of the Franchise Agreement.

16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must serve the menu items specified by CAPTAIN TONY'S. You must follow all specifications and formulas of CAPTAIN TONY'S as to content and weight of unit products. You must not sell any other food, drink or merchandise without prior written approval of CAPTAIN TONY'S.

See Item 8 of this Disclosure Document regarding your right to request approval of other suppliers, new menu items and changes in specifications.

CAPTAIN TONY'S may change the required goods (prepackaged dough mix and sauce mix) and you must comply by using only the required supplies, including any new products introduced in the future.

There are no restrictions on customers. You may solicit customers no matter who they are or where they are located.

17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the Franchise and related Agreements pertaining to renewal, termination, transfer and dispute resolution. You should read these provisions in the agreements attached to this Disclosure Document.

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement	Summary
(a) Length of the Franchise term	Section 2A	20 years.
(b) Renewal or extension of the term	Section 2B	If you are in good standing, there are 2 consecutive 5 year renewals.
(c) Requirements for franchisee to renew or extend	Section 2B I-v	Sign new existing agreement.
(d) Termination by franchisee	Not Applicable	The franchisee may terminate the agreement on any grounds available by law.
(e) Termination by CAPTAIN TONY'S without cause	Not Applicable	
(f) Termination by CAPTAIN TONY'S with cause	Section 23	CAPTAIN TONY'S can terminate only if you are in default.
(g) "Cause" defined - curable defaults	Section 23	You have 10 days to cure: non-payment of fees, default of lease, default of Auto Debit Agreement, unpaid judgments, failure to comply with Operations Manual, signing of lease without approval, violation of health and safety codes.
(h) "Cause" defined - non-curable defaults	Section 23	False reporting, ceasing to do business, bankruptcy not dismissed within 60 days, reorganization not dismissed within 60 days, 3 or more violations within a period of 12 consecutive months, conviction or plea to felony or crime that affects reputation of CAPTAIN TONY'S.
(I) Your obligations on termination/non-renewal	Section 24	Obligations include complete de-identification and payment of amounts due.
(j) Assignment of contract by CAPTAIN TONY'S	Section 21B	No restrictions of CAPTAIN TONY'S right to assign. However, no assignment will be made except to an assignee who in the good faith judgement of the franchisor is willing and able to assume the franchisor's obligations.
(k) "Transfer" by you - defined	Section 21A	Includes transfer of contract or assets or ownership change.

Provision		Section in Franchise Agreement	Summary
(l)	CAPTAIN TONY'S approval of transfer by you	Section 21A	CAPTAIN TONY'S has the right to approve all transfers but cannot unreasonably withhold approval.
(m)	Conditions for CAPTAIN TONY'S approval of transfer	Section 21A	New franchisee qualifies, transfer fee paid, purchase agreement approved, training arranged, release signed by you and current agreement signed by new franchisee.
(n)	CAPTAIN TONY'S right of first refusal to acquire your business	Section 21A ii(d)	CAPTAIN TONY'S can match any offer for the franchisee's business within 10 days of receipt of the offer.
(o)	CAPTAIN TONY'S option to purchase your business	Not Applicable	
(p)	Your death or disability	Section 21A(I)	Franchise must be assigned by estate to approved buyer or heir in 60 days.
(q)	Non-competition covenants during the term of the franchise	Section 17	No competing business within 5 miles of your franchise location.
(r)	Non-competition covenants after the franchise is terminated or expires	Section 17	No competing business for 2 years within 5 miles from your franchise location.
(s)	Modification of the agreement	Section 32	No modifications generally.
(t)	Integration/merger clause	Not Applicable	
(u)	Dispute resolution by arbitration or mediation	Section 27B	Except for certain claims, all disputes must be arbitrated through binding arbitration in the County of Volusia, State of Florida.
(v)	Choice of forum	Section 27	Litigation must be in the County of Volusia, State of Florida.
(w)	Choice of law	Section 28	State of Florida law applies.

Provision	Section in Multi-Unit Development Agreement	Summary
(a) Term of the Multi-Unit Development Agreement	Section 2	Varies depending on the Development Schedule.
(b) Renewal or extension of the term	Not Applicable	Not Applicable
(c) Requirements for you to renew or extend	Not Applicable	Not Applicable
(d) Termination by you	Not Applicable	You have no unilateral right to terminate the Development Agreement.
(e) Termination by CAPTAIN TONY'S without cause	Not Applicable	There is no provision for CAPTAIN TONY'S to termination without cause.
(f) Termination by CAPTAIN TONY'S with cause	Section 7	Your breach of Development Agreement, cease being a franchisee in good standing, cease to qualify for expansion, become insolvent, become subject to assignment for benefit of your creditors, default of any franchise agreement, makes or attempts a transfer in violation of Section 7 of Multi-Unit Development Agreement, material misrepresentation relating to acquiring Multi-Unit Development Agreement, encumber the Multi-Unit Development Agreement, be convicted of a felony, or of criminal misconduct, failure to comply with any law related to the Multi-Unit Development Agreement, engage in conduct adverse to franchise system.
(g) "Cause" defined - defaults which can be cured	Section 7	You have 30 days from receipt of notice to cure any of the above defaults, unless it cannot be cured (see (h) below).

Provision	Section in Multi-Unit Development Agreement	Summary
(h) "Cause" defined - defaults which cannot be cured	Section 7	Transfer or attempted transfer in violation of Section 7 of the Multi-Unit Development Agreement, material misrepresentation relating to acquiring Multi-Unit Development Agreement, engage in conduct adverse to franchise system, be convicted of a felony or criminal conduct.
(I) Your obligations on termination/ nonrenewal	Section 7	Unless operating under valid franchise agreements, you cannot open additional units, must return any manuals as a Developer, bring all accounts current, stop using Marks, notify others of cessation as Developer.
(j) Assignment of contract by CAPTAIN TONY'S	Not Applicable	No restrictions on CAPTAIN TONY'S' right to assign.
(k) "Transfer" by you - definition	Section 8	Permitted transfer includes transfer or assignment of contract of less than 50% interest, any other transfer requires CAPTAIN TONY'S' prior written consent and satisfying certain conditions.
(l) CAPTAIN TONY'S' approval of transfer by you	Section 8	Transfer of less than 50% interest does not require approval. CAPTAIN TONY'S has sole discretion to approve all other transfers.
(m) Conditions for CAPTAIN TONY'S' approval of transfer	Section 8	New franchisee's assumption of franchise agreement, approved transferee, performance of all obligations, pay $5,000 transfer fee, sign general release, transferee completes training.
(n) CAPTAIN TONY'S' right of first refusal to acquire your business	Section 8	CAPTAIN TONY'S can match any offer for an interest in your franchise.
(o) CAPTAIN TONY'S' option to purchase your business	Not Applicable	Not Applicable

Provision	Section in Multi-Unit Development Agreement	Summary
(p) Your death or disability	Not Applicable	Not Applicable
(q) Non-competition covenants during the term of the franchise	Not Applicable	You must observe covenants in your Franchise Agreement.
(r) Non-competition covenants after the franchise is terminated or expires	Not Applicable	You must observe any covenants in your Franchise Agreement.
(s) Modification of the agreement	Section 18	Only in writing signed by both parties.
(t) Integration/ merger clause	Section 18	
(u) Dispute resolution by arbitration or mediation	Section 17	Except for certain claims, all disputes must be arbitrated through binding arbitration in the County of Volusia, State of Florida.
(v) Choice of forum	Section 17	All proceedings must be held in Volusia County, Florida.
(w) Choice of law	Section 12	Florida Law applies, except when federal laws apply.

These states have statutes which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise: ARKANSAS [Stat. Section 70-807], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e et seq.], DELAWARE [Code, tit.], HAWAII [Rev. Stat. Section 482E-1], ILLINOIS [Rev. Stat. Chapter 121 1/2 par 1719-1720], INDIANA [Stat. Section 23-2-2.7], IOWA [Code Sections 523H.1-523H.17], MICHIGAN [Stat. Section 19.854(27)], MINNESOTA [Stat. Section 80C.14], MISSISSIPPI [Code Section 75-24-51], MISSOURI [Stat. Section 407.400], NEBRASKA [Rev. Stat. Section 87-401], NEW JERSEY [Stat. Section 56:10-1], SOUTH DAKOTA [Codified Laws Section 37-5A-51], VIRGINIA [Code 13.1-557-574-13.1-564], WASHINGTON [Code Section 19.100.180], WISCONSIN [Stat. Section 135.03]. These and other states may have 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 CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR.

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

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

The franchise and development agreements require binding arbitration. The arbitration will occur in the County of Volusia, State of Florida, with the costs being borne by the non-prevailing party. This provision may not be enforceable under California law.

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

The franchise and development agreements require application of the laws and the forum of Florida. This provision may not be enforceable under California law.

The franchise agreement and development agreement requires you to execute a general release of claims upon renewal or transfer of the agreements. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000-31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 2000-20043).

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

The franchise agreement contain a liquidated damages clause, Under Civil Code Section 1671 certain liquidated damages clauses are unenforceable.

CAPTAIN TONY'S cannot solicit your agreement to a material modification in the Franchise Agreement without first delivering a written disclosure to you in the form and manner required by the California Commissioner of Corporations.

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

The provision of the franchise agreement regarding termination upon bankruptcy may not be enforceable under federal bankruptcy laws (11 U.S.C.A. Sec. 101 et seq.).

Neither CAPTAIN TONY'S, any person or franchise broker in Item 2 of the UFDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in this association or exchange.

18. PUBLIC FIGURES

CAPTAIN TONY'S does not use any public figure to promote its franchises.

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.

CAPTAIN TONY'S does not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. CAPTAIN TONY'S also does not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, CAPTAIN TONY'S may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Michael J. Martella, 1742 South Woodland Boulevard, Suite 440, Deland, Florida 32720, the Federal Trade Commission, and the appropriate state regulatory agencies.

20. OUTLETS AND FRANCHISEE INFORMATION

(1) **Table No. 1**

Systemwide Outlet Summary
For years 2016 to 2018

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the year	Net Change
Franchised	2016	8	8	-0-
	2017	8	8	-0-
	2018	8	8	-0-
Company Owned	2016	1	1	-0-
	2017	1	1	-0-
	2018	1	1	-0-
Total Outlets	2016	9	9	-0-
	2017	9	9	-0-
	2018	9	9	-0-

(2)

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2016 to 2018

State	Year	Number of Transactions
ARIZONA	2016 0	0
	2017 0	0
	2018 0	0
CALIFORNIA	2016 0	0
	2017 0	0
	2018 0	0
NEW YORK	2016 0	0
	2017 0	0
	2018 0	0
OHIO	2016 0	0
	2017 0	0
	2018 0	0
UNITED KINGDOM	2016 0	0
	2017 0	0
	2018 0	0
TOTAL	2015 0	0
	2016 0	0
	2017 0	0

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

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Re-acquired by Franchisor	Ceased Operation Other Reasons	Outlets at End of the Year
ARIZONA	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
CALIFORNIA	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
NEW YORK	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
OHIO	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2

UNITED KINGDOM	2016	2	0	0	0	0	0	2
	2017	2	1	1	0	0	0	2
	2018	2	0	0	0	0	0	2
2018 Totals		8	0	0	0	0	0	8

Table No. 4

Status of Company-Owned Outlets

For years 2016 to 2018

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of The Year
NEW YORK	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
Totals	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1

(3) **Table No. 5**

Projected Openings As Of December 31, 2018

State	Franchise Agreements Signed but not opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company Owned Outlet In The Next Fiscal Year
ARIZONA	0	0	0
CALIFORNIA	0	0	0
FLORIDA	0	1	0
NEW YORK	0	0	0
OHIO	0	0	0
TOTAL	0	1	0

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

Arizona:

Kyle Johnson	2217 North Park Drive Winslow, AZ 86047 (928) 289-4919

California:

Christopher James	135 East Avenue J Lancaster, CA 93534 (805) 942-3000
Dallas & Holli Russell Ken Conner	42741 45 Street West Quartz Hills, CA 93536 (805) 265-8500

New York:

CAPTAIN TONY'S WINTON RD., INC. Michael J. Martella, Owner	385 N. Winton Rd. Rochester, NY 14610 (716) 482-8430

Ohio:

Inchul Kim Yougran Kim	13206 Shaker Square Cleveland, Ohio 44120 (212) 561-8669
Rosemarie Carrol	1405 East 9th Street Cleveland, Ohio 44114 (216) 781-8669

United Kingdom:

Miri Lavasani	198 Liscard Rd. Wallasey, England, L44 5TN 011-4471-691-0000
Mehdi Lavasani	790A Borough Road Birkenhead, Wirral, England CH42-9JG 0151-608-0008

21. FINANCIAL STATEMENTS

The CAPTAIN TONY'S audited Financial Statements for the fiscal years ended December 31, 2018, December 31, 2017, and December 31, 2016, are submitted with this Disclosure Document as Exhibit A.

22. CONTRACTS

CAPTAIN TONY'S Franchise Agreement is part of this Disclosure Document as Exhibit B.

23. RECEIPT

The last 2 pages of this Disclosure Document are detachable receipts or acknowledgments (one for you and one for CAPTAIN TONY'S) of having received the Disclosure Document, Franchise Agreement and all other exhibits. Signing the receipt of the Disclosure Document does NOT grant you a Franchise or make you a Franchisee. You will not become a Franchisee until you and CAPTAIN TONY'S have each signed a separate and complete Franchise Agreement. The effective date for the State of California is February 22, 2018.

CAPTAIN TONY'S PIZZA, INC.

EXHIBIT "A" TO DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

BRUCE W. MCMENEMY, CPA
Certified Public Accountant

INDEPENDENT AUDITOR'S CONSENT

I AGREE TO THE INCLUSION IN THIS OFFERING CIRCULAR OF MY REPORT, DATED JANUARY 28, 2019, FOR THE PERIOD ENDING DECEMBER 31, 2018, ON MY AUDIT OF THE FINANCIAL STATEMENTS OF CAPTAIN TONY'S PIZZA, INC.

JANUARY 29, 2019
BRUCE MCMENEMY, CPA

430 Carina Circle Sanford Florida 32773
(407)-399-7884 Voice • E-mail: cpabwm@hotmail.com

BRUCE W. MCMENEMY, CPA
Certified Public Accountant

TO THE BOARD OF DIRECTORS AND STOCKHOLDERS OF CAPTAIN TONY'S PIZZA, INC.

WE HAVE AUDITED THE ACCOMPANYING STATEMENTS OF FINANCIAL CONDITION OF CAPTAIN TONY'S PIZZA, INC. AS OF DECEMBER 31, 2018 AND THE RELATED STATEMENTS OF INCOME, RETAINED EARNINGS AND CASH FLOWS FOR THE YEARS THEN ENDED. THESE FINANCIAL STATEMENTS ARE THE RESPONSIBILITY OF THE COMPANY'S MANAGEMENT. OUR RESPONSIBILITY IS TO EXPRESS AN OPINION ON THESE FINANCIAL STATEMENTS BASED ON OUR AUDIT.

WE CONDUCTED OUR AUDIT 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 FINANCIAL STATEMENTS ARE FREE OF MATERIAL MISSTATEMENT. AN AUDIT INCLUDES EXAMINING, ON A TEST BASIS, EVIDENCE SUPPORTING THE AMOUNTS AND DISCLOSURES IN THE FINANCIAL STATEMENTS. AN AUDIT ALSO INCLUDES ASSESSING THE ACCOUNTING PRINCIPLES USED AND SIGNIFICANT ESTIMATES MADE BY MANAGEMENT, AS WELL AS EVALUATING THE OVERALL FINANCIAL STATEMENT PRESENTATION. WE BELIEVE THAT OUR AUDIT PROVIDES A REASONABLE BASIS FOR OUR OPINION.

IN MY OPINION, THE FINANCIAL STATEMENTS REFERRED TO ABOVE PRESENT FAIRLY, IN ALL MATERIAL RESPECTS, THE FINANCIAL POSITION OF CAPTAIN TONY'S PIZZA, INC. AS OF DECEMBER 31, 2018 AND THE RESULTS OF ITS OPERATIONS AND ITS CASH FLOWS FOR THE YEARS THEN ENDED IN CONFORMITY WITH ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA.

JANUARY 29, 2019

SANFORD, FLORIDA

430 Carina Circle Sanford FLORIDA
(407)-399-7884 Voice • E-mail: cpabwm@hotmail.com

Captain Tony's Pizza, Inc.
Statement of Financial Position
December 31, 2018

ASSETS

CURRENT ASSETS		
Cash and equivalents	$	37,754
Prepaid Expenses		
Total current assets	$	37,754
PROPERTY AND EQUIPMENT		
Furniture & equipment	$	2,460
Office equipment	$	5,600
Total Property and Equipment	$	8,060
Less Accumulated Depreciation	$	(8,060)
Net Property and equipment	$	-
TOTAL ASSETS	$	37,754

LIABILITIES & SHAREHOLDER'S EQUITY

CURRENT LIABILITIES		
Accounts Payable		
SHAREHOLDER'S EQUITY		
Common Stock, .10 par value, 100 shares authorized, issued and outstanding	$	10
Additional paid-in-capital	$	14,991
Retained Earnings	$	22,753
Total Shareholder's equity	$	37,754
TOTAL LIABILITIES AND SHAREHOLDER'S EQUITY	$	37,754

The accompanying notes and accountant's report are an integral part of the financial statements

CAPTAIN TONY'S PIZZA, INC.
STATEMENT OF INCOME AND RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2018

REVENUE:		
Royalty Fees	$	40,713
Management Fees	$	10,000
Other income		
Total Revenue	$	50,713
EXPENSES:		
Legal and Professional Fees	$	11,642
General and Administrative	$	36,621
Accrued Expenses	$	1,194
Marketing and Promotion	$	6,485
Depreciation	$	-
Total Expenses	$	55,942
NET INCOME	$	(5,229)
RETAINED EARNINGS - JANUARY 1, 2018	$	32,484
Less: Dividends	$	4,502
RETAINED EARNINGS - DECEMBER 31, 2018	$	22,753

The accompanying notes and accountant's report are an integral part of the financial statements

CAPTAIN TONY'S PIZZA, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2018

CASH FLOWS FROM OPERATIONS:		
Cash received from operations	$	50,713
Cash paid for operational expenses	$	(55,973)
Cash paid for interest and income taxes and prepaid expenses		
Cash provided by operations	$	(5,260)
CASH FLOWS FROM INVESTING ACTIVITIES:	$	-
CASH FLOWS FROM FINANCING ACTIVITIES:		
Dividends paid	$	(4,502)
Additional Paid in Capital		
Cash used by financing activities	$	(4,502)
NET INCREASE IN CASH	**$**	**(9,762)**
Cash at beginning of year	$	47,516
Cash at end of year	**$**	**37,754**

RECONCILIATION OF NET INCOME TO CASH PROVIDED BY OPERATIONS

Net Income	$	(5,229)
Adjustments:		
Depreciation		
(increase) decrease in Prepaid expenses/Accounts Payable	$	(31)
	$	(31)
Cash provided by operations	**$**	**(5,260)**

The accompanying notes and accountant's report are an integral part of the financial statements

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

NATURE OF OPERATIONS - CAPTAIN TONY'S PIZZA, INC. A NEVADA CORPORATION (THE COMPANY), WAS FORMED ON DECEMBER 5, 1996 AND ELECTED S CORPORATION STATUS EFFECTIVE JANUARY 1, 1998. ON DECEMBER 27, 2004 THE NEVADA CORPORATION WAS DISSOLVED AND THE COMPANY REINCORPORATED IN THE STATE OF FLORIDA. THE COMPANY IS IN THE BUSINESS OF FRANCHISING ITALIAN RESTAURANTS FEATURING PIZZA AND PASTA DISHES.

USE OF ESTIMATES - MANAGEMENT USES ESTIMATES AND ASSUMPTIONS IN PREPARING FINANCIAL STATEMENTS. THOSE ESTIMATES AND ASSUMPTIONS AFFECT THE REPORTED AMOUNTS OF ASSETS AND LIABILITIES, THE DISCLOSURE OF CONTINGENT ASSETS AND LIABILITIES, AND THE REPORTED REVENUES AND EXPENSES.

CASH AND EQUIVALENTS- FOR CASH FLOW REPORTING PURPOSES, THE COMPANY CONSIDERS ALL HIGHLY LIQUID INVESTMENTS WITH A MATURITY OF THREE MONTHS OR LESS WHEN PURCHASED TO BE CASH EQUIVALENTS.

PROPERTY AND EQUIPMENT- PROPERTY AND EQUIPMENT ARE STATED AT COST. DEPRECIATION IS PROVIDED FOR ON THE STRAIGHT LINE METHOD RATABLY OVER THE ESTIMATED USEFUL LIVES OF THE VARIOUS ASSETS, RANGING FROM FIVE TO SEVEN YEARS. DEPRECIATION EXPENSE FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2018 WAS $ 0. ALL PROPERTY AND EQUIPMENT HAVE BEEN FULLY DEPRECIATED AS OF DECEMBER 31, 2008.

CAPITALIZATION- THE COMPANY, PRIOR TO REORGANIZING IN THE STATE OF FLORIDA, HAD THE AUTHORITY TO ISSUE 150,000,000 SHARES, INCLUDING 149,900,000 SHARES OF STOCK HAVING A PAR VALUE OF $.001 PER SHARE, AND 100,000 SHARES OF NON-VOTING PREFERRED STOCK (HAVING A PAR VALUE OF $.001 PER SHARE) WITH TERMS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS. NO SHARES OF THIS PREFERRED STOCK HAVE BEEN ISSUED. UPON REORGANIZING IN THE STATE OF FLORIDA, ALL SHARES OF THE NEVADA CORPORATION WERE EXCHANGED FOR 100 SHARES $.10 PAR VALUE OF THE FLORIDA CORPORATION.

TREASURY STOCK- THE COMPANY HAS A POLICY OF ALLOWING THE STOCKHOLDERS THE OPTION OF PURCHASING OR SELLING SHARES OF STOCK AT SPECIFIED POINTS DURING THE YEAR FOR PAR VALUE. THIS POLICY HAS RESULTED IN THE COMPANY OWNING 35,000,000 SHARES OF TREASURY STOCK WHICH WERE RETIRED DURING THE YEAR ENDED DECEMBER 31, 2004.

FRANCHISE FEE REVENUES- THE COMPANY RECOGNIZES INITIAL FRANCHISE FEES WHEN ALL MATERIAL SERVICES OR CONDITIONS RELATING TO THE SALE ARE SUBSTANTIALLY PERFORMED. THIS IS NORMALLY UPON THE OPENING OF THE FRANCHISE UNIT. SERVICES CONSIST OF VARIOUS ELECTIVE SERVICES INCLUDING FACILITIES AND EQUIPMENT DESIGN AND SELECTION, SELECTION AND TRAINING OF THE FRANCHISEE'S MANAGEMENT AND STAFF IN THE OPERATIONS AND MANAGEMENT OF A FRANCHISE- THE DIRECT INCREMENTAL COSTS ASSOCIATED

WITH THESE SERVICES, PRIMARILY TRAVEL COSTS, IS DEFERRED UNTIL THE RELATED REVENUE IS RECOGNIZED. FRANCHISE ROYALTY FEES, WHETHER BASED ON A PERCENTAGE OF SALES REPORTED BY FRANCHISEES OR A FIXED AMOUNT, ARE RECOGNIZED AS REVENUE WHEN CASH PAYMENTS ARE RECEIVED. THE COMPANY MAY ENTER INTO MASTER FRANCHISE AGREEMENTS, WHICH GRANT FRANCHISEES THE EXCLUSIVE RIGHT TO DEVELOP AND OPERATE SPECIFIC NUMBERS OF CAPTAIN TONY'S LOCATIONS WITHIN TERRITORIES FOR A FEE. FEES FROM MASTER FRANCHISES ARE RECOGNIZED BASED ON THE TERMS AND CONDITIONS OF EACH AGREEMENT. IF INITIAL SERVICES MUST BE PERFORMED BY THE COMPANY AND THE MASTER FRANCHISE FEE RELATES TO THE NUMBER OF AREA OUTLETS, THE MASTER FRANCHISE FEE IS GENERALLY DEFERRED AND RECOGNIZED RATABLY AS UNITS ARE OPENED. HOWEVER, WHEN THERE IS NO SUBSTANTIAL PERFORMANCE REQUIRED OF THE COMPANY AND THE FEES ARE NON-REFUNDABLE AND DO NOT RELATE TO THE NUMBER OF AREA OUTLETS, FEES ARE GENERALLY RECOGNIZED AS INCOME WHEN THE AGREEMENT IS EXECUTED. IN CERTAIN INSTANCES INVOLVING INDIVIDUAL OR MASTER FRANCHISES, THE COMPANY MAY RECEIVE A PORTION OF FRANCHISE FEES IN NOTES. IF THE NOTES ARE PERSONALLY GUARANTEED BY INDIVIDUALS WHOSE NET WORTH EXCEED COMPANY REQUIREMENTS OR THE FACT AND CIRCUMSTANCES SUPPORT COLLECTIBILITY OF THE NOTE, THE PORTION OF THE FEES REPRESENTED BY NOTES ALSO IS RECOGNIZED AS INCOME. OTHERWISE, FEES ARE RECOGNIZED AS INCOME ON AN INSTALLMENT BASIS AS CASH IS RECEIVED.

GENERALLY, MASTER FRANCHISE AGREEMENTS FURTHER PROVIDE FOR AN INITIAL FRANCHISE FEE FOR EACH FRANCHISE UNIT OPENED UNDER THE MASTER FRANCHISE AGREEMENT, PART OF WHICH IS PAYABLE TO THE COMPANY. THESE FEES ARE NON-REFUNDABLE AND RECOGNIZED IN INCOME WHEN ALL MATERIAL SERVICES REQUIRED OF THE COMPANY, IF ANY, ARE SUBSTANTIALLY PERFORMED, WHICH IS NORMALLY UPON OPENING OF THE FRANCHISE UNIT.

FRANCHISE FEE REVENUE IS RECOGNIZED AS EARNED WHEN RECEIVED. FRANCHISE FEE AGREEMENTS ARE SET SEPARATELY WITH EACH FRANCHISE, AND RANGE FROM A FLAT FEE OF $50 OR $100 PER WEEK TO $2,500 TO $2,700 PER SIX MONTH PERIOD, WHILE SOME OF THE FRANCHISES PAY ROYALTY FEES BASED UPON SALES, AT RATES OF 1.5% TO 4.5% OF SALES.

ADVERTISING COSTS -THE COMPANY EXPENSES ADVERTISING AND OTHER MARKETING EXPENSES AS THEY ARE INCURRED. THESE EXPENSES FOR THE YEAR ENDED DECEMBER 31, 2018 WERE $ 6,485.

INCOME TAXES -THE COMPANY, WITH THE CONSENT OF ITS SHAREHOLDER, HAS ELECTED UNDER THE INTERNAL REVENUE CODE TO BE AN S CORPORATION. IN LIEU OF CORPORATION INCOME TAXES, THE STOCKHOLDER(S) OF AN S CORPORATION ARE TAXED ON THEIR PROPORTIONATE SHARE OF THE COMPANY'S TAXABLE INCOME. THEREFORE, NO PROVISION OF LIABILITY FOR FEDERAL INCOME TAXES HAS BEEN INCLUDED IN THESE FINANCIAL STATEMENTS.

NOTE 2 – RELATED PARTY TRANSACTIONS -THE COMPANY REIMBURSES THE SOLE SHAREHOLDER FOR THE USE OF HIS PERSONAL AUTOMOBILE.

NOTE 3 – FRANCHISE OPERATIONS- THE NUMBER OF OPERATING FRANCHISED RESTAURANTS; WITH CONTRACTS TO PAY FRANCHISE FEES TO CAPTAIN TONY'S PIZZA, INC. AS OF DECEMBER 31, 2018 WERE EIGHT (8).

Bruce W. McMenen, CPA

TO THE BOARD OF DIRECTORS AND STOCKHOLDERS OF CAPTAIN TONY'S PIZZA, INC.

WE HAVE AUDITED THE ACCOMPANYING STATEMENTS OF FINANCIAL CONDITION OF CAPTAIN TONY'S PIZZA, INC. AS OF DECEMBER 31, 2017 AND THE RELATED STATEMENTS OF INCOME, RETAINED EARNINGS AND CASH FLOWS FOR THE YEARS THEN ENDED. THESE FINANCIAL STATEMENTS ARE THE RESPONSIBILITY OF THE COMPANY'S MANAGEMENT. OUR RESPONSIBILITY IS TO EXPRESS AN OPINION ON THESE FINANCIAL STATEMENTS BASED ON OUR AUDIT.

WE CONDUCTED OUR AUDIT 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 FINANCIAL STATEMENTS ARE FREE OF MATERIAL MISSTATEMENT. AN AUDIT INCLUDES EXAMINING, ON A TEST BASIS, EVIDENCE SUPPORTING THE AMOUNTS AND DISCLOSURES IN THE FINANCIAL STATEMENTS. AN AUDIT ALSO INCLUDES ASSESSING THE ACCOUNTING PRINCIPLES USED AND SIGNIFICANT ESTIMATES MADE BY MANAGEMENT, AS WELL AS EVALUATING THE OVERALL FINANCIAL STATEMENT PRESENTATION. WE BELIEVE THAT OUR AUDIT PROVIDES A REASONABLE BASIS FOR OUR OPINION.

IN MY OPINION, THE FINANCIAL STATEMENTS REFERRED TO ABOVE PRESENT FAIRLY, IN ALL MATERIAL RESPECTS, THE FINANCIAL POSITION OF CAPTAIN TONY'S PIZZA, INC. AS OF DECEMBER 31, 2017 AND THE RESULTS OF ITS OPERATIONS AND ITS CASH FLOWS FOR THE YEARS THEN ENDED IN CONFORMITY WITH ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA.

CPA

FEBRUARY 02, 2018

SANFORD, FLORIDA

430 Carina Circle Sanford, Florida 32773
(407)-399-7884 E-mail: cpabwm@hotmail.com

Member of AICPA

STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2017

ASSETS

CURRENT ASSETS		
Cash and equivalents	$	47,516
Prepaid Expenses		
Total current assets	$	47,516
PROPERTY AND EQUIPMENT		
Furniture & equipment	$	2,460
Office equipment	$	5,600
Total Property and Equipment	$	8,060
Less Accumulated Depreciation	$	(8,060)
Net Property and equipment	$	-
TOTAL ASSETS	$	47,516

LIABILITIES & SHAREHOLDER'S EQUITY

CURRENT LIABILITIES		
Accounts Payable	$	31
SHAREHOLDER'S EQUITY		
Common Stock, .10 par value, 100 shares authorized, issued and outstanding	$	10
Additional paid-in-capital	$	14,991
Retained Earnings	$	32,484
Total Shareholder's equity	$	47,485
TOTAL LIABILITIES AND SHAREHOLDER'S EQUITY	$	47,516

The accompanying notes and accountant's report are an integral part of the financial statements

CAPTAIN TONY'S PIZZA, INC.

STATEMENT OF INCOME AND RETAINED EARNINGS

FOR YEAR ENDED DECEMBER 31, 2017

REVENUE:		
Royalty Fees	$	43,484
Franchise and transfer fees	$	1,678
Other income		
Total Revenue	$	45,162
EXPENSES:		
Legal and Professional Fees	$	7,975
General and Administrative	$	25,920
Accrued Expenses	$	31
Marketing and Promotion	$	6,734
Depreciation	$	-
Total Expenses	$	40,660
NET INCOME	$	4,502
RETAINED EARNINGS - JANUARY 1, 2017	$	31,482
Less: Dividends	$	(3,500)
RETAINED EARNINGS - DECEMBER 3ℓ, 31	$	32,484

The accompanying notes and accountant's report are an integral part of the financial statements

[illegible]

STATEMENT OF CASH FLOWS

FOR [illegible] EAR ENDED DECEMBER 31, 2017

CASH FLOWS FROM OPERATIONS:		
Cash received from operations	$	45,162
Cash paid for operational expenses	$	(40,660)
Cash paid for interest and income taxes and prepaid expenses		
Cash provided by operations	$	4,496
CASH FLOWS FROM INVESTING ACTIVITIES:	$	-
CASH FLOWS FROM FINANCING ACTIVITIES:		
Dividends paid	$	3,500
Additional Paid in Capital		
Cash used by financing activities	$	(3,500)
NET INCREASE IN CASH	$	996
Cash at beginning of year	$	46,520
Cash at end of year	$	47,516

RECONCILIATION OF NET INCOME TO CASH PROVIDED BY OPERATIONS

Net Income	$	4,502
Adjustments:		
Depreciation		
(increase) decrease in Prepaid expenses/Accounts Payable	$	(6)
Total adjustments	$	(6)
Cash provided by operations	$	4,496

The accompanying notes and accountant's report are an integral part of the financial statements

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

NATURE OF OPERATIONS - CAPTAIN TONY'S PIZZA, INC. A NEVADA CORPORATION (THE COMPANY), WAS FORMED ON DECEMBER 5, 1996 AND ELECTED S CORPORATION STATUS EFFECTIVE JANUARY 1, 1998. ON DECEMBER 27, 2004 THE NEVADA CORPORATION WAS DISSOLVED AND THE COMPANY REINCORPORATED IN THE STATE OF FLORIDA. THE COMPANY IS IN THE BUSINESS OF FRANCHISING ITALIAN RESTAURANTS FEATURING PIZZA AND PASTA DISHES.

USE OF ESTIMATES - MANAGEMENT USES ESTIMATES AND ASSUMPTIONS IN PREPARING FINANCIAL STATEMENTS. THOSE ESTIMATES AND ASSUMPTIONS AFFECT THE REPORTED AMOUNTS OF ASSETS AND LIABILITIES, THE DISCLOSURE OF CONTINGENT ASSETS AND LIABILITIES, AND THE REPORTED REVENUES AND EXPENSES.

CASH AND EQUIVALENTS- FOR CASH FLOW REPORTING PURPOSES, THE COMPANY CONSIDERS ALL HIGHLY LIQUID INVESTMENTS WITH A MATURITY OF THREE MONTHS OR LESS WHEN PURCHASED TO BE CASH EQUIVALENTS.

PROPERTY AND EQUIPMENT- PROPERTY AND EQUIPMENT ARE STATED AT COST. DEPRECIATION IS PROVIDED FOR ON THE STRAIGHT LINE METHOD RATABLY OVER THE ESTIMATED USEFUL LIVES OF THE VARIOUS ASSETS, RANGING FROM FIVE TO SEVEN YEARS. DEPRECIATION EXPENSE FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2016 WAS $ 0. ALL PROPERTY AND EQUIPMENT HAVE BEEN FULLY DEPRECIATED AS OF DECEMBER 31, 2008.

CAPITALIZATION- THE COMPANY, PRIOR TO REORGANIZING IN THE STATE OF FLORIDA, HAD THE AUTHORITY TO ISSUE 150,000,000 SHARES, INCLUDING 149,900,000 SHARES OF STOCK HAVING A PAR VALUE OF $.001 PER SHARE, AND 100,000 SHARES OF NON-VOTING PREFERRED STOCK (HAVING A PAR VALUE OF $.001 PER SHARE) WITH TERMS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS. NO SHARES OF THIS PREFERRED STOCK HAVE BEEN ISSUED. UPON REORGANIZING IN THE STATE OF FLORIDA, ALL SHARES OF THE NEVADA CORPORATION WERE EXCHANGED FOR 100 SHARES $.10 PAR VALUE OF THE FLORIDA CORPORATION.

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FRANCHISE FEE REVENUES- THE COMPANY RECOGNIZES INITIAL FRANCHISE FEES WHEN ALL MATERIAL SERVICES OR CONDITIONS RELATING TO THE SALE ARE SUBSTANTIALLY PERFORMED. THIS IS NORMALLY UPON THE OPENING OF THE FRANCHISE UNIT. SERVICES CONSIST OF VARIOUS ELECTIVE SERVICES INCLUDING FACILITIES AND EQUIPMENT DESIGN AND SELECTION, SELECTION AND TRAINING OF THE FRANCHISEE'S MANAGEMENT AND STAFF IN THE OPERATIONS AND MANAGEMENT OF A FRANCHISE- THE DIRECT INCREMENTAL COSTS ASSOCIATED

WITH THESE SERVICES, PRI[illegible]RILY TRAVEL COSTS, IS DEFERRED UN[illegible] THE RELATED REVENUE IS RECOGNIZED. FRANCHISE ROYALTY FEES, WHETHER BASED ON A PERCENTAGE OF SALES REPORTED BY FRANCHISEES OR A FIXED AMOUNT, ARE RECOGNIZED AS REVENUE WHEN CASH PAYMENTS ARE RECEIVED. THE COMPANY MAY ENTER INTO MASTER FRANCHISE AGREEMENTS, WHICH GRANT FRANCHISEES THE EXCLUSIVE RIGHT TO DEVELOP AND OPERATE SPECIFIC NUMBERS OF CAPTAIN TONY'S LOCATIONS WITHIN TERRITORIES FOR A FEE. FEES FROM MASTER FRANCHISES ARE RECOGNIZED BASED ON THE TERMS AND CONDITIONS OF EACH AGREEMENT. IF INITIAL SERVICES MUST BE PERFORMED BY THE COMPANY AND THE MASTER FRANCHISE FEE RELATES TO THE NUMBER OF AREA OUTLETS, THE MASTER FRANCHISE FEE IS GENERALLY DEFERRED AND RECOGNIZED RATABLY AS UNITS ARE OPENED. HOWEVER, WHEN THERE IS NO SUBSTANTIAL PERFORMANCE REQUIRED OF THE COMPANY AND THE FEES ARE NON-REFUNDABLE AND DO NOT RELATE TO THE NUMBER OF AREA OUTLETS, FEES ARE GENERALLY RECOGNIZED AS INCOME WHEN THE AGREEMENT IS EXECUTED. IN CERTAIN INSTANCES INVOLVING INDIVIDUAL OR MASTER FRANCHISES, THE COMPANY MAY RECEIVE A PORTION OF FRANCHISE FEES IN NOTES. IF THE NOTES ARE PERSONALLY GUARANTEED BY INDIVIDUALS WHOSE NET WORTH EXCEED COMPANY REQUIREMENTS OR THE FACT AND CIRCUMSTANCES SUPPORT COLLECTIBILITY OF THE NOTE, THE PORTION OF THE FEES REPRESENTED BY NOTES ALSO IS RECOGNIZED AS INCOME. OTHERWISE, FEES ARE RECOGNIZED AS INCOME ON AN INSTALLMENT BASIS AS CASH IS RECEIVED.

GENERALLY, MASTER FRANCHISE AGREEMENTS FURTHER PROVIDE FOR AN INITIAL FRANCHISE FEE FOR EACH FRANCHISE UNIT OPENED UNDER THE MASTER FRANCHISE AGREEMENT, PART OF WHICH IS PAYABLE TO THE COMPANY. THESE FEES ARE NON-REFUNDABLE AND RECOGNIZED IN INCOME WHEN ALL MATERIAL SERVICES REQUIRED OF THE COMPANY, IF ANY, ARE SUBSTANTIALLY PERFORMED, WHICH IS NORMALLY UPON OPENING OF THE FRANCHISE UNIT.

FRANCHISE FEE REVENUE IS RECOGNIZED AS EARNED WHEN RECEIVED. FRANCHISE FEE AGREEMENTS ARE SET SEPARATELY WITH EACH FRANCHISE, AND RANGE FROM A FLAT FEE OF $50 OR $100 PER WEEK TO $2,500 TO $2,700 PER SIX MONTH PERIOD, WHILE SOME OF THE FRANCHISES PAY ROYALTY FEES BASED UPON SALES, AT RATES OF 1.5% TO 4.5% OF SALES.

ADVERTISING COSTS -THE COMPANY EXPENSES ADVERTISING AND OTHER MARKETING EXPENSES AS THEY ARE INCURRED. THESE EXPENSES FOR THE YEAR ENDED DECEMBER 31, 2017 WERE $ 6,734.

INCOME TAXES -THE COMPANY, WITH THE CONSENT OF ITS SHAREHOLDER, HAS ELECTED UNDER THE INTERNAL REVENUE CODE TO BE AN S CORPORATION. IN LIEU OF CORPORATION INCOME TAXES, THE STOCKHOLDER(S) OF AN S CORPORATION ARE TAXED ON THEIR PROPORTIONATE SHARE OF THE COMPANY'S TAXABLE INCOME. THEREFORE, NO PROVISION OF LIABILITY FOR FEDERAL INCOME TAXES HAS BEEN INCLUDED IN THESE FINANCIAL STATEMENTS.

NOTE 2 – RELATED PARTY TRANSACTIONS -THE COMPANY REIMBURSES THE SOLE SHAREHOLDER FOR THE USE OF HIS PERSONAL AUTOMOBILE.

NOTE 3 – FRANCHISE OPERATIONS- THE NUMBER OF OPERATING FRANCHISED RESTAURANTS; WITH CONTRACTS TO PAY FRANCHISE FEES TO CAPTAIN TONY'S PIZZA, INC. AS OF DECEMBER 31, 2017 WERE EIGHT (8).

Certified Public Accountant

TO THE BOARD OF DIRECTORS AND STOCKHOLDERS OF CAPTAIN TONY'S PIZZA, INC.

WE HAVE AUDITED THE ACCOMPANYING STATEMENTS OF FINANCIAL CONDITION OF CAPTAIN TONY'S PIZZA, INC. AS OF DECEMBER 31, 2016 AND THE RELATED STATEMENTS OF INCOME, RETAINED EARNINGS AND CASH FLOWS FOR THE YEARS THEN ENDED. THESE FINANCIAL STATEMENTS ARE THE RESPONSIBILITY OF THE COMPANY'S MANAGEMENT. OUR RESPONSIBILITY IS TO EXPRESS AN OPINION ON THESE FINANCIAL STATEMENTS BASED ON OUR AUDIT.

WE CONDUCTED OUR AUDIT 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 FINANCIAL STATEMENTS ARE FREE OF MATERIAL MISSTATEMENT. AN AUDIT INCLUDES EXAMINING, ON A TEST BASIS, EVIDENCE SUPPORTING THE AMOUNTS AND DISCLOSURES IN THE FINANCIAL STATEMENTS. AN AUDIT ALSO INCLUDES ASSESSING THE ACCOUNTING PRINCIPLES USED AND SIGNIFICANT ESTIMATES MADE BY MANAGEMENT, AS WELL AS EVALUATING THE OVERALL FINANCIAL STATEMENT PRESENTATION. WE BELIEVE THAT OUR AUDIT PROVIDES A REASONABLE BASIS FOR OUR OPINION.

IN MY OPINION, THE FINANCIAL STATEMENTS REFERRED TO ABOVE PRESENT FAIRLY, IN ALL MATERIAL RESPECTS, THE FINANCIAL POSITION OF CAPTAIN TONY'S PIZZA, INC. AS OF DECEMBER 31, 2016 AND THE RESULTS OF ITS OPERATIONS AND ITS CASH FLOWS FOR THE YEARS THEN ENDED IN CONFORMITY WITH ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA.

FEBRUARY 05, 2017

LONGWOOD, FLORIDA

300 NORTH RONALD REAGAN BLVD. SUITE 312 LONGWOOD, FLORIDA 32750

(407)-862-6800 Voice • (321)-249-0291 Fax • E-mail: cpabwm@hotmail.com

STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2016

ASSETS

CURRENT ASSETS		
Cash and equivalents	$	46,520
Prepaid Expenses		
Total current assets	$	46,520
PROPERTY AND EQUIPMENT		
Furniture & equipment	$	2,460
Office equipment	$	5,600
Total Property and Equipment	$	8,060
Less Accumulated Depreciation	$	(8,060)
Net Property and equipment	$	-
TOTAL ASSETS	$	46,520

LIABILITIES & SHAREHOLDER'S EQUITY

CURRENT LIABILITIES		
Accounts Payable	$	37
SHAREHOLDER'S EQUITY		
Common Stock, .10 par value, 100 shares authorized, issued and outstanding	$	10
Additional paid-in-capital	$	14,991
Retained Earnings	$	31,482
Total Shareholder's equity	$	46,483
TOTAL LIABILITIES AND SHAREHOLDER'S EQUITY	$	46,520

The accompanying notes and accountant's report are an integral part of the financial statements

Statement of Income and Retained Earnings
For the Year Ended December 31, 2016

REVENUE:		
Royalty Fees	$	44,448
Franchise and transfer fees	$	2,174
Other income		
Total Revenue	$	46,622
EXPENSES:		
Legal and Professional Fees	$	9,445
General and Administrative	$	26,526
Accrued Expenses		
Marketing and Promotion	$	9,127
Depreciation	$	-
Total Expenses	$	45,098
NET INCOME	$	1,524
RETAINED EARNINGS - JANUARY 1, 2016	$	34,958
Less: Dividends	$	(5,000)
RETAINED EARNINGS - DECEMBER 31, 2016	$	31,482

The accompanying notes and accountant's report are an integral part of the financial statements

STATEMENT OF CASH FLOWS
FOR [illegible] YEAR ENDED DECEMBER 31, 2016

CASH FLOWS FROM OPERATIONS:		
Cash received from operations	$	46,622
Cash paid for operational expenses	$	(45,098)
Cash paid for interest and income taxes and prepaid expenses		
Cash provided by operations	$	1,248
CASH FLOWS FROM INVESTING ACTIVITIES:	$	-
CASH FLOWS FROM FINANCING ACTIVITIES:		
Dividends paid	$	(5,000)
Additional Paid in Capital		
Cash used by financing activities	$	(5,000)
NET INCREASE IN CASH	$	(3,752)
Cash at beginning of year	$	50,272
Cash at end of year	$	46,520

RECONCILIATION OF NET INCOME TO CASH PROVIDED BY OPERATIONS

Net Income	$	1,524
Adjustments:		
Depreciation		
(increase) decrease in Prepaid expenses/Accounts Payable	$	(276)
Total adjustments	$	(276)
Cash provided by operations	$	1,248

The accompanying notes and accountant's report are an integral part of the financial statements

CAPTAIN TONY'S PIZZA, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

NATURE OF OPERATIONS - CAPTAIN TONY'S PIZZA, INC. A NEVADA CORPORATION (THE COMPANY), WAS FORMED ON DECEMBER 5, 1996 AND ELECTED S CORPORATION STATUS EFFECTIVE JANUARY 1, 1998. ON DECEMBER 27, 2004 THE NEVADA CORPORATION WAS DISSOLVED AND THE COMPANY REINCORPORATED IN THE STATE OF FLORIDA. THE COMPANY IS IN THE BUSINESS OF FRANCHISING ITALIAN RESTAURANTS FEATURING PIZZA AND PASTA DISHES.

USE OF ESTIMATES - MANAGEMENT USES ESTIMATES AND ASSUMPTIONS IN PREPARING FINANCIAL STATEMENTS. THOSE ESTIMATES AND ASSUMPTIONS AFFECT THE REPORTED AMOUNTS OF ASSETS AND LIABILITIES, THE DISCLOSURE OF CONTINGENT ASSETS AND LIABILITIES, AND THE REPORTED REVENUES AND EXPENSES.

CASH AND EQUIVALENTS- FOR CASH FLOW REPORTING PURPOSES, THE COMPANY CONSIDERS ALL HIGHLY LIQUID INVESTMENTS WITH A MATURITY OF THREE MONTHS OR LESS WHEN PURCHASED TO BE CASH EQUIVALENTS.

PROPERTY AND EQUIPMENT- PROPERTY AND EQUIPMENT ARE STATED AT COST. DEPRECIATION IS PROVIDED FOR ON THE STRAIGHT LINE METHOD RATABLY OVER THE ESTIMATED USEFUL LIVES OF THE VARIOUS ASSETS, RANGING FROM FIVE TO SEVEN YEARS. DEPRECIATION EXPENSE FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2016 WAS $ 0. ALL PROPERTY AND EQUIPMENT HAVE BEEN FULLY DEPRECIATED AS OF DECEMBER 31, 2008.

CAPITALIZATION- THE COMPANY, PRIOR TO REORGANIZING IN THE STATE OF FLORIDA, HAD THE AUTHORITY TO ISSUE 150,000,000 SHARES, INCLUDING 149,900,000 SHARES OF STOCK HAVING A PAR VALUE OF $.001 PER SHARE, AND 100,000 SHARES OF NON-VOTING PREFERRED STOCK (HAVING A PAR VALUE OF $.001 PER SHARE) WITH TERMS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS. NO SHARES OF THIS PREFERRED STOCK HAVE BEEN ISSUED. UPON REORGANIZING IN THE STATE OF FLORIDA, ALL SHARES OF THE NEVADA CORPORATION WERE EXCHANGED FOR 100 SHARES $.10 PAR VALUE OF THE FLORIDA CORPORATION.

TREASURY STOCK- THE COMPANY HAS A POLICY OF ALLOWING THE STOCKHOLDERS THE OPTION OF PURCHASING OR SELLING SHARES OF STOCK AT SPECIFIED POINTS DURING THE YEAR FOR PAR VALUE. THIS POLICY HAS RESULTED IN THE COMPANY OWNING 35,000,000 SHARES OF TREASURY STOCK WHICH WERE RETIRED DURING THE YEAR ENDED DECEMBER 31, 2004.

FRANCHISE FEE REVENUES- THE COMPANY RECOGNIZES INITIAL FRANCHISE FEES WHEN ALL MATERIAL SERVICES OR CONDITIONS RELATING TO THE SALE ARE SUBSTANTIALLY PERFORMED. THIS IS NORMALLY UPON THE OPENING OF THE FRANCHISE UNIT. SERVICES CONSIST OF VARIOUS ELECTIVE SERVICES INCLUDING FACILITIES AND EQUIPMENT DESIGN AND SELECTION, SELECTION AND TRAINING OF THE FRANCHISEE'S MANAGEMENT AND STAFF IN THE OPERATIONS AND MANAGEMENT OF A FRANCHISE- THE DIRECT INCREMENTAL COSTS ASSOCIATED

WITH THESE SERVICES, PRIMARILY TRAVEL COSTS, IS DEFERRED UNTIL THE RELATED REVENUE IS RECOGNIZED. FRANCHISE ROYALTY FEES, WHETHER BASED ON A PERCENTAGE OF SALES REPORTED BY FRANCHISEES OR A FIXED AMOUNT, ARE RECOGNIZED AS REVENUE WHEN CASH PAYMENTS ARE RECEIVED. THE COMPANY MAY ENTER INTO MASTER FRANCHISE AGREEMENTS, WHICH GRANT FRANCHISEES THE EXCLUSIVE RIGHT TO DEVELOP AND OPERATE SPECIFIC NUMBERS OF CAPTAIN TONY'S LOCATIONS WITHIN TERRITORIES FOR A FEE. FEES FROM MASTER FRANCHISES ARE RECOGNIZED BASED ON THE TERMS AND CONDITIONS OF EACH AGREEMENT. IF INITIAL SERVICES MUST BE PERFORMED BY THE COMPANY AND THE MASTER FRANCHISE FEE RELATES TO THE NUMBER OF AREA OUTLETS, THE MASTER FRANCHISE FEE IS GENERALLY DEFERRED AND RECOGNIZED RATABLY AS UNITS ARE OPENED. HOWEVER, WHEN THERE IS NO SUBSTANTIAL PERFORMANCE REQUIRED OF THE COMPANY AND THE FEES ARE NON-REFUNDABLE AND DO NOT RELATE TO THE NUMBER OF AREA OUTLETS, FEES ARE GENERALLY RECOGNIZED AS INCOME WHEN THE AGREEMENT IS EXECUTED. IN CERTAIN INSTANCES INVOLVING INDIVIDUAL OR MASTER FRANCHISES, THE COMPANY MAY RECEIVE A PORTION OF FRANCHISE FEES IN NOTES. IF THE NOTES ARE PERSONALLY GUARANTEED BY INDIVIDUALS WHOSE NET WORTH EXCEED COMPANY REQUIREMENTS OR THE FACT AND CIRCUMSTANCES SUPPORT COLLECTIBILITY OF THE NOTE, THE PORTION OF THE FEES REPRESENTED BY NOTES ALSO IS RECOGNIZED AS INCOME. OTHERWISE, FEES ARE RECOGNIZED AS INCOME ON AN INSTALLMENT BASIS AS CASH IS RECEIVED.

GENERALLY, MASTER FRANCHISE AGREEMENTS FURTHER PROVIDE FOR AN INITIAL FRANCHISE FEE FOR EACH FRANCHISE UNIT OPENED UNDER THE MASTER FRANCHISE AGREEMENT, PART OF WHICH IS PAYABLE TO THE COMPANY. THESE FEES ARE NON-REFUNDABLE AND RECOGNIZED IN INCOME WHEN ALL MATERIAL SERVICES REQUIRED OF THE COMPANY, IF ANY, ARE SUBSTANTIALLY PERFORMED, WHICH IS NORMALLY UPON OPENING OF THE FRANCHISE UNIT.

FRANCHISE FEE REVENUE IS RECOGNIZED AS EARNED WHEN RECEIVED. FRANCHISE FEE AGREEMENTS ARE SET SEPARATELY WITH EACH FRANCHISE, AND RANGE FROM A FLAT FEE OF $50 OR $100 PER WEEK TO $2,500 TO $2,700 PER SIX MONTH PERIOD, WHILE SOME OF THE FRANCHISES PAY ROYALTY FEES BASED UPON SALES, AT RATES OF 1.5% TO 4.5% OF SALES.

ADVERTISING COSTS -THE COMPANY EXPENSES ADVERTISING AND OTHER MARKETING EXPENSES AS THEY ARE INCURRED. THESE EXPENSES FOR THE YEAR ENDED DECEMBER 31, 2016 WERE $ 9,127.

INCOME TAXES -THE COMPANY, WITH THE CONSENT OF ITS SHAREHOLDER, HAS ELECTED UNDER THE INTERNAL REVENUE CODE TO BE AN S CORPORATION. IN LIEU OF CORPORATION INCOME TAXES, THE STOCKHOLDER(S) OF AN S CORPORATION ARE TAXED ON THEIR PROPORTIONATE SHARE OF THE COMPANY'S TAXABLE INCOME. THEREFORE, NO PROVISION OF LIABILITY FOR FEDERAL INCOME TAXES HAS BEEN INCLUDED IN THESE FINANCIAL STATEMENTS.

NOTE 2 – RELATED PARTY TRANSACTIONS -THE COMPANY REIMBURSES THE SOLE SHAREHOLDER FOR THE USE OF HIS PERSONAL AUTOMOBILE.

NOTE 3 – FRANCHISE OPERATIONS- THE NUMBER OF OPERATING FRANCHISED RESTAURANTS; WITH CONTRACTS TO PAY FRANCHISE FEES TO CAPTAIN TONY'S PIZZA, INC. AS OF DECEMBER 31, 2016 WERE EIGHT (8).

CAPTAIN TONY"S PIZZA, INC.

EXHIBIT "B" TO OFFERING CIRCULAR

FRANCHISE AGREEMENT

CAPTAIN TONY'S PIZZA, INC.

EXHIBIT "B" TO DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

CAPTAIN TONY'S PIZZA, INC.

TABLE OF CONTENTS

CAPTAIN TONY'S PIZZA, INC.

FRANCHISE AGREEMENT

THIS AGREEMENT, made this _____ day of _________, 20__, between CAPTAIN TONY'S PIZZA, INC., a Florida corporation having its principal place of business at 1742 S. Woodland Blvd, #440, Deland, Florida 32720 (hereinafter called the "Franchisor"), and ____, residing at _ ____, (hereinafter called the "Franchisee"); and

WHEREAS, the Franchisor has expended time, effort and money in the creation and operation of restaurants specializing in the preparation and sale of pizza, and related limited menu food items ("CAPTAIN TONY'S PIZZA & PASTA EMPORIUM), and in the procurement of the ingredients and development of recipes and sauces therefor; and

WHEREAS, the Franchisor has expended time, effort and money to establish the name of CAPTAIN TONY'S PIZZA & PASTA EMPORIUM as a symbol of good operation, management and of quality products and to identify and promote the restaurant operations; and

WHEREAS, the Franchisor grants franchises to certain qualified individuals to operate CAPTAIN TONY'S PIZZA & PASTA EMPORIUM stores at certain designated locations, and licenses the right to use the name CAPTAIN TONY'S PIZZA & PASTA EMPORIUM in connection therewith; and

WHEREAS, the Franchisee desires to obtain the benefit of the Franchisor's form of operation, preparation and supplies, and the use of the name CAPTAIN TONY'S PIZZA & PASTA EMPORIUM.

NOW THEN, in consideration of the agreements hereinafter entered into by the parties hereto, and of the benefits mutually agreed to be exchanged, IT IS AGREED:

1. FRANCHISE

A. Grant of Franchise. Franchisor hereby grants to Franchisee a franchise to operate a CAPTAIN TONY'S PIZZA & PASTA EMPORIUM unit at a location described in Exhibit A attached hereto, upon the terms and conditions herein contained, a conditional non-exclusive license to use in connection therewith, the building design and layout, signs, emblems, tradenames, trademarks and servicemarks and color scheme of Franchisor relating to its system together with Franchisor's trade secrets, production and merchandising methods, and such other and confidential and valuable information as may exist and constitute a part of said system.

B. Franchise Location. This subsection B. is applicable only if this is Franchisee's first Franchise Agreement with Franchisor. If for any reason the Franchise location has not been finally determined and attached hereto as Exhibit A prior to the execution of this Agreement, the Franchisee shall promptly, after the execution of this Agreement, use its diligent best efforts to locate suitable premises for the franchise and shall present such information concerning the premises to the Franchisor as may be required by the Franchisor to evaluate the suitability of the premises. The Franchisor shall notify the Franchisee in writing of the Franchisor's approval or disapproval of the premises within ten (10) days of said request, which approval shall not be unreasonably withheld. In evaluating the suitability of the premises, the Franchisor may consider the location, size, lease arrangement, proximity to other franchises, traffic patterns, parking and other factors that the Franchisor may deem relevant. The Franchisee shall promptly enter into a lease or purchase offer for the premises after the Franchisor has approved the premises. Immediately after the Franchisee enters into a lease or purchased the property, the Franchisor shall insert the address of the premises in Exhibit A, attached hereto, and such exhibit as completed by the Franchisor shall be executed by the Franchisor and Franchisee and become a part of this Agreement.

C. Lease of Franchise Location. Franchisee agrees that during the term of such lease, he will duly perform all terms and conditions, covenants and obligations in said lease and not be in default thereof at any time. All leases must be for the full term of the Franchise Agreement unless a term for a shorter period is approved by the Franchisor. If the lease is for less than ten (10) years, Franchisee shall have the right to relocate, subject to prior written approval of the Franchisor and begin operations within forty-five (45) days from the date of expiration of the lease. A failure to relocate accordingly shall constitute default of this Agreement.

D. Selection of Site. After the site has been selected and approved by both parties, it shall be the Franchisee's sole cost and expense to lease or purchase the facilities and to equip the facilities for the business in strict accordance with the standards and specifications of the Franchisor. If this is the first Franchise Agreement between Franchisee and Franchisor; and if for any reason the Franchisee has not secured control of the approved site by either the execution of a lease or a purchase contract within ninety (90) days after the date of signing of this Agreement by the Franchisee, this Agreement may be immediately terminated by the Franchisor, at Franchisor's sole discretion, Franchisor shall retain the full franchise fee and the Franchisee shall not be entitled to any refund for failure to obtain an approved site. Prior to the commencement of construction, Franchisee shall obtain and furnish Franchisor, for its prior written approval, which shall not be unreasonably withheld, the following

(i) A site layout and plan adapting Franchisor's standard plans and specifications to Franchisee's approved location, which plans and specifications will not be changed without Franchisor's prior written consent; and

(ii) Copies of all such permits and certificates as may be required for the lawful construction and operation of the facility; and

(iii) A copy of the lease for the franchise location.

E. Lease Provisions. The lease of the franchise location shall expressly provide:

(i) A provision obligating the landlord to conform to the site layout and plans as approved by the Franchisor in the construction of the facility, and to make such changes thereto as Franchisor may require (if the site is a build to suit or partial build to suit); and

(ii) That the Franchisor shall have the right, but not the obligation, to succeed to the Franchisee's rights thereunder as tenant upon Franchisee's default under the terms of the lease or Franchise Agreement. In this connection, Franchisee agrees that Franchisor shall have the right, upon written notice to the Franchisee and to the landlord, to so succeed to the Franchisee's rights as a tenant under said lease, if an event of default under the lease or under this Agreement shall occur, Franchisee hereby irrevocably appoints Franchisor as his attorney-in-fact coupled with an interest to execute in Franchisee's name and on Franchisee's behalf an assignment of the lease and all other documents and instruments which Franchisor deems necessary or appropriate in connection therewith, including but not limited to all documents conveying Franchisee's interest in a lease for real or personal property used in connection with the operation of the franchise; and

(iii) A provision granting the Franchisor the right to assign the lease to an authorized franchisee of Franchisor with the consent of the landlord, which consent will not be unreasonably withheld, allowing an authorized franchisee to conduct the business permitted on the premises under the terms of lease, provided; (1) there is a cure of all defaults under the lease; and (2) provided the exercise of the right by the Franchisor shall not be construed as releasing the Franchisee of Franchisor from any performance obligation or liability under the terms of the lease in the event of the exercise of the right. Further, in the event that any franchisee of the Franchisor to whom the lease has been assigned defaults in its performance of its obligations under the Franchise Agreement between the Franchisor and said franchisee, or under the lease, then the tenant or the Franchisor shall have the right, without the consent of the landlord, to re-enter the premises under the lease and continue the operation of the business permitted in the premises, provided that the tenant or Franchisor first cures any and all defaults of said franchisee or assignee of franchisee under the lease.

2. TERMS AND RENEWAL

A. The initial term of the franchise shall commence on the execution of this agreement and shall continue for a period of twenty (20) years, unless sooner terminated as hereinafter provided in this Agreement.

B. At the expiration of the initial term, the Franchisee may renew the franchise for two consecutive five (5) year renewal terms (the "Renewal Periods") upon the terms and conditions set forth in the Franchisor's then current form of Franchise Agreement, provided that:

(i) In Franchisor's sole discretion, the Franchisee has been in compliance with all of the terms and conditions of this Agreement and is in such compliance at the expiration of the initial term.

(ii) Franchisee has completed, no later than thirty (30) days prior to expiration of the initial term and to Franchisor's satisfaction, all maintenance, renovation and remodeling of the business premises that the Franchisor may reasonably require so that the franchised business reflects the then current image of the CAPTAIN TONY'S PIZZA AND PASTA EMPORIUM system.

(iii) The Franchisee has given written notice to the Franchisor of its election to renew at least ninety (90) days and nor more than one hundred eighty (180) days prior to the expiration of the initial term.

(iv) The Franchisee executes the Franchisor's then current form of Franchise Agreement, the terms of which may differ from and shall supersede the terms of the Agreement (except for the provisions of this paragraph 2.B regarding renewal where applicable). The Franchisee will be required to pay the monthly royalty, advertising fees and other fees as set forth in the then current form of Franchise Agreement, but will not be required to pay an additional initial franchise fee.

(v) Anything contained in the then current form of Franchise Agreement to the contrary notwithstanding, the Franchisee shall have no further rights to renew at the expiration of the Renewal Periods, whereupon its rights to the franchise (including its license to use the tradename, trademark and servicemarks) will terminate.

3. EXCLUSIVITY

A. Franchisor's Rights. FRANCHISOR DOES NOT GRANT TO Franchisee AN EXCLUSIVE AREA TO OPERATE A CAPTAIN TONY'S PIZZA & PASTA EMPORIUM SHOP. Franchisee recognizes Franchisor's ownership and exclusive right to: (i) use and grant the right to others to use the name "CAPTAIN TONY'S PIZZA & PASTA EMPORIUM: for such a shop at any other location, upon such terms as it deems advisable; and (ii), use the name "CAPTAIN TONY'S PIZZA & PASTA EMPORIUM" in connection with prepared, prepackaged fresh or frozen food products included in the CAPTAIN TONY'S PIZZA & PASTA EMPORIUM system for any other business related to the manufacture, packaging, or distribution of pizza and other food products at any location. Franchisee agrees not to use or imitate the CAPTAIN TONY'S PIZZA & PASTA EMPORIUM system or any of its distinguishing characteristics, except as expressly allowed under the terms of this Franchise Agreement.

4. REMODELING AND REPLACEMENT

Whenever and as frequently as necessary to maintain an attractive appearance and a good public image, or ensure compliance with the Operations Manual, and in any event within ninety (90) days after receipt of notice from the Franchisor that the building, equipment, signs or trade fixtures are not in good condition or functioning properly, or in compliance with the Franchisor's then current image or decor, Franchisee shall promptly repair or remodel and replace any such items that cannot be so repaired or remodeled. Remodeling shall be made at Franchisee's sole cost and expense currently estimated to range between $500-$5,000. Franchisee shall submit to Franchisor prior to the commencement of such repair or remodeling, complete plans and specifications therefor, including any variances therein required by building and zoning codes.

Franchisee will not be required to remodel due to any change of image or decor more frequently than once every five (5) years, except upon renewal as provided in Section 2.B. above.

5. TRAINING

A. Within sixty (60) days of the signing of this Agreement, Franchisor will make available to Franchisee, and/or to Franchisee's designated general manager, a training program concerning the operation of a CAPTAIN TONY'S PIZZA & PASTA EMPORIUM shop and the CAPTAIN TONY'S PIZZA AND PASTA EMPORIUM system, and Franchisee agrees that he and/or his designated general manager will participate in and complete the same to the Franchisor's satisfaction. This training program is included in the initial franchise fee. However, Franchisee shall be responsible for all travel and living expenses, compensation, miscellaneous employee benefits and worker's compensation for himself or his designated general manager employed by the Franchisee.

B. Training shall be conducted for a period for up to twenty-one (21) days at a designated training center of the Franchisor, and shall include training in the operation of the business, including but not limited to purchasing, food preparation, equipment maintenance, cleaning and sanitation, personnel selection and training, and financial record keeping. If Franchisee or his representative fails to complete such training course to the satisfaction of the Franchisor, this Agreement and any other agreements between the parties relating to Franchisee's CAPTAIN TONY'S PIZZA & PASTA EMPORIUM unit may be terminated at Franchisor's option.

C. In the event of a termination under the provisions of this Section 5, Franchisee shall be released from his obligation under Section 10, but Franchisor shall retain the full amount of the franchise fee as compensation for its services provided prior to termination. No portion of the franchise shall be refunded to the Franchisee. During the training period and during the term of this Agreement, the Franchisor shall have the right to advise the Franchisee of any of Franchisee's employees' qualifications. However, Franchisee shall consult a legal advisor regarding employee termination and applicable labor and employment laws and regulations. The termination of any of Franchisee's employees shall be at the sole discretion of Franchisee and the sole responsibility of Franchisee.

D. If Franchisee is currently a franchisee of the Franchisor under any other franchise agreement, or if Franchisee purchases more than one (1) franchise Unit, no additional training will be provided by Franchisor. Only one (1) training session is provided to the Franchisee by the Franchisor.

6. START-UP ASSISTANCE

A. Franchisor shall provide Franchisee with advisory personnel for the purpose of facilitating the public opening of Franchisee's CAPTAIN TONY'S PIZZA & PASTA EMPORIUM unit for up to seven (7) days. This start-up assistance shall be conducted on the Franchisee's premises and shall occur, at the option of the Franchisor, either prior or subsequent to the opening of the Franchisee's unit. Franchisee shall be responsible for all travel, living expenses, compensation, miscellaneous employee benefits and worker's compensation for himself and his employees. Such assistance shall include but not be limited to ordering initial inventory and equipment, assisting in screening applicants for employment, demonstrating food preparation techniques and training new employees.

B. The start-up assistance provided by Franchisor, prior to the opening pursuant to this Section 6, may be rendered in the same time period as the training provided by Franchisor referred to in paragraph 5.

C. If Franchisee is currently a franchisee of Franchisor under any other franchise agreement, the above start-up assistance may be waived by the Franchisor, in the Franchisor's sole discretion.

7. OPERATING ASSISTANCE

Franchisor will loan Franchisee its confidential manuals of operating procedures ("Operations Manual") to assist Franchisee in the sound operation of Franchisee's CAPTAIN TONY'S PIZZA & PASTA EMPORIUM unit. Franchisor or Franchisor's representatives may, at their discretion, from time to time, inspect Franchisee's premises, product, supplies, merchandise, methods of production and merchandising and confer with Franchisee and Franchisee's employees in connection therewith in order to assist in the proper operation of Franchisee's CAPTAIN TONY'S PIZZA & PASTA EMPORIUM unit and ensure Franchisee's compliance with this Agreement. Franchisee will cooperate with Franchisor's representatives in such inspections and render such assistance to them as they may reasonably request.

8. CONTINUING ADVISORY SERVICE

A. Franchisor's advisory personnel may at its sole discretion, inspect the Franchisee's premises from time to time. Franchisor may, at its discretion, remain on the premises to render advisory assistance as the advisory personnel deems necessary.

B. Upon receiving a telephonic, written or electronic mail request for information or advice from Franchisee, which is deemed by Franchisee to be urgent, (defined as a problem not covered in Franchisor's Operations Manual), Franchisor's advisory personnel shall use its reasonable efforts to telephone Franchisee or communicate with Franchisee by electronic mail as soon as practical to render advise to Franchisee.

C. In the event Franchisee makes a special request in writing for a visit by the Franchisor for advice and consultation which is outside the routine inspections pursuant to paragraph (8)A of this Franchise Agreement, Franchisee agrees to pay a per diem of Two Hundred Dollars ($200) plus reasonable travel and accommodation expense.

D. Franchisee, his general manager or assistant manager may attend local meetings called by the Franchisor upon one (1) week's advanced written notice at the Franchisee's expense. Franchisor has no obligation to conduct local meetings.

9. UNIFORMITY OF OPERATIONS

A. In order to ensure that the distinguishing characteristics of the CAPTAIN TONY'S PIZZA & PASTA EMPORIUM system are uniformly maintained, Franchisor may establish, from time to time, standards and specifications for certain furnishings, equipment, ingredients, commodities and supplies to be used by Franchisee in the operation of his unit, and Franchisee shall use only such items and purchase such equipment and furnishings that conform thereto. **Franchisee shall be required to purchase Captain Tony's prepackaged pizza sauce spice mix and pizza dough mix and any other proprietary product of Franchisor's from Franchisor or its designated suppliers. Any failure to purchase and use CAPTAIN TONY'S pre-packages spice and ingredients for pizza sauce and dough will result in a $1,000 fee against you for each occurrence. This fee is in addition to any other enforceable contractual right of CAPTAIN TONY'S concerning the franchise**. All specifications for the operations of CAPTAIN TONY'S PIZZA & PASTA EMPORIUM unit shall be included in the Operations Manual which will be amended from time to time at Franchisor's discretion, and the Franchisee shall be required to comply with such changes in said specifications which shall be provided to Franchisee thirty (30) days in advance by written notice. Franchisee must receive written approval from the Franchisor for any deviation requested from any specifications.

All napkins, pizza boxes, bags, cups, matches, menus and other paper goods and like articles used in connection with Franchisee's CAPTAIN TONY'S PIZZA & PASTA EMPORIUM unit shall be of a quality and style and bear such designs , names and symbols as Franchisor shall specify, and all art work used in connection therewith shall conform to specifications established by Franchisor. Franchisee shall erect, display and maintain advertising signs of such design, color, number, location, illumination and size as specified in the Operations Manual.

B. If the Franchisee desires to use items that Franchisor has not previously approved, or change specifications to modify items, or to obtain supplies or equipment from a supplier or vendor that the Franchisor has not previously approved, Franchisee shall first notify and submit in writing to Franchisor information, specifications and deliver samples that the Franchisor requests. The Franchisor shall have the opportunity to test any supplies or equipment at Franchisor's place of business within fifteen (15) days of such request. Within forty-five (45) days after such submission and delivery of samples, the Franchisor shall determine whether such supplies or equipment meet the Franchisor's specifications and quality standards and/or whether Franchisor approves such supplier. The Franchisor shall then notify the Franchisee in writing of the Franchisor's approval or disapproval.

The criteria for approval shall include, but not be limited to, considerations of reliability and quality of the service, equipment and supplies of the supplier or vendor, current and prior relations with the proposed supplier or vendor, the supplier's or vendor's reputation for solving complaints, the supplier's or vendor's financial condition, and other relevant factors. Franchisor's approval may be revoked at any time, in the event that, in Franchisor's sole discretion, the service, equipment or supplies do not comply with the Franchisor's specifications and requirements.

10. INITIAL FRANCHISE FEE

In consideration of the franchise granted hereby, the advising in the selection of Franchisee's premises, the training to be received by Franchisee or his designated representative and for the service of Franchisor's advisory personnel at the public opening of Franchisee's CAPTAIN TONY'S PIZZA & PASTA EMPORIUM, Franchisee shall pay Franchisor an initial franchise fee of Ten Thousand Dollars ($10,000) for a take-out and delivery unit, Fifteen Thousand Dollars ($15,000) for a take-out, delivery and self-service unit with 49 seats and under, or Twenty Thousand Dollars ($20,000) for a take-out, delivery, full service, dine-in unit with 50 or more seats, upon the signing of this Agreement.

11. WEEKLY ROYALTY FEE

From the opening of the Franchisee's CAPTAIN TONY'S PIZZA & PASTA EMPORIUM Franchise and throughout the remainder of the original term of the Franchise, Franchisee shall pay Franchisor a weekly royalty fee equal to four and one-half percent (4-1/2%) of gross revenues from the beginning of operations. The Royalty Fees for each Unit shall not exceed $500 per week per unit. If you fail to provide timely weekly gross receipt reports, your Royalty Fees shall be $500 per week.

Payments are payable on Tuesday of each week for the preceding week commencing on the day the franchised business opens for operation and continuing until the expiration or termination of the initial franchise term.

CAPTAIN TONY'S may elect to draw any Royalty Fee or Marketing Fee from Franchisee's designated checking or savings account. Franchisee must sign the Auto Debit Agreement, in the form attached hereto as Exhibit C, or similar form, as provided by CAPTAIN TONY'S and/or Franchisee's bank to authorize the direct debit by CAPTAIN TONY'S on a continuing basis. Franchisee shall cooperate with CAPTAIN TONY'S, CAPTAIN TONY'S bank and Franchisee's bank to accomplish and authorize the direct debit arrangement. Franchisee agrees to keep a balance of funds in the designated account to cover all fees which may be due to Franchisor, including any Royalty Fees or Marketing Fee which may be debited from Franchisee's account. Any royalty payment not received by CAPTAIN TONY'S within two (2) business days of the due date shall earn interest at the maximum rate then legally permitted for commercial transactions from the due date until payment is received by CAPTAIN TONY'S, which interest shall be due and payable with the royalty payment.

As used herein, gross revenues include all revenues derived from the operation of the franchised business, including, but not limited to, revenues from the sales of services, food, beverages and any other products, including catering and off-site sales, but excluding sales tax collected on such sales and paid to the taxing authorities.

12. MARKETING FEE AND FRANCHISEE'S ADVERTISING EXPENDITURES

A. The Franchisee must pay a weekly Marketing Fee in an amount equal to two percent (2%) of gross revenues (as herein above defined), which may be increased to three percent (3%) by Franchisor at its sole discretion as set forth in Section 15.A. below. Payments are made in accordance with the same procedure set forth in Section 11 above.

B. Franchisee must also spend two percent (2%) of gross revenues per month, each month, on advertising in promotion of the Franchisee's unit and provide proof of said expenditures and copies of said advertising to CAPTAIN TONY'S PIZZA & PASTA EMPORIUM within ten (10) days of a request for such information.

13. INTEREST

All fees and other amounts charged for purchases by Franchisee from Franchisor, and other amounts that Franchisee owes to Franchisor shall bear interest after the date due at the highest applicable rate allowed by law for open account business credit, but not to exceed two percent (2%) per month. This paragraph shall not constitute an agreement by the Franchisor to accept such payments after they are due, nor a commitment by the Franchisor to extend credit to, or otherwise finance the Franchisee's operation of the business. Without deviating from the provisions of this paragraph, the Franchisee's failure to pay any amount when due shall constitute grounds for the Franchisor to terminate this Agreement.

14. APPLICATION OF PAYMENT

Notwithstanding any designation by the Franchisee, the Franchisor shall have sole discretion to apply payments made by the Franchisee to any past due indebtedness of the Franchisee, including interest charges.

15. MARKETING FUND AND ADVERTISING EXPENDITURE

A. The Franchisor or its designees maintains and administers a marketing fund for the purpose of benefitting CAPTAIN TONY'S locations operated by franchisees and by the Franchisor (the "Marketing Fund").

(i) The Marketing Fund may be used to pay the cost of conducting marketing surveys and research, employing public relations firms, the advisory counsel administration, engaging prominent public figures and celebrities for endorsements and promotional purposes, preparing and producing video, audio, written marketing materials and other creative materials, administering and/or structuring local marketing programs, including the purchase of television, radio, magazine, billboard, newspaper, and other media advertisements, and employing advertising agencies to assist with such activities; and

(ii) The Franchisor or its designees shall direct all advertising programs financed by the Marketing Fund with sole discretion over the creative concepts, materials and endorsements used therein and the geographical market and media placement and allocation thereof.

The Franchisor or its designees shall establish a Marketing Fund and the Franchisee shall be required to pay, simultaneously with the payment by the Franchisee of the weekly royalty fee required pursuant to Section 11, a weekly amount equal to two percent (2%) of its weekly gross revenues (as hereinbefore defined) received during the preceding week as and for its contribution to the Marketing Fund, no part of which is refundable.

Franchisor may select geographic regions, establish a Regional Advertising Fund or a Regional Co-op. Franchisor determines the geographic area covered by a Regional Advertising Fund or a Regional Co-op based on the location of CAPTAIN TONY'S locations in the area and the reach of print, radio, and television media in the area. Franchisor, in its sole discretion, funds the Regional Advertising Fund or Regional Co-op by allocating Marketing Fund contributions received from franchisees' CAPTAIN TONY'S locations within the geographic area covered by a Regional Advertising Fund or a Regional Co-op.

Franchisor administers the Fund and the Regional Advertising Fund. If the members on a Regional Co-op fail or cannot determine how to spend Regional Co-op funds, Franchisor may assume this decision-making authority following 10 days' advance written notice to the Regional Co-op members. Franchisor may terminate (and subsequently restart) the Fund or any Regional Advertising Fund or any Regional Co-op. Franchisor may incorporate any advertising fund and, with respect to the Fund and any Regional Advertising Fund, Franchisor may have a separate entity manage the Fund.

The Franchisor shall maintain a separate account for the Marketing Fund, and shall provide the Franchisee with an annual statement of sums collected and expenditures made therefrom. The Marketing Fund may be used to pay administrative costs associated with the Marketing Fund, but it shall not be used to defray any of the Franchisor's internal operating expenses.

The Franchisor may spend an amount less than the aggregate sum contributed to the Marketing Fund in any fiscal year. Any surplus in the Marketing Fund shall be retained for future use.

The Franchisor makes no assurances that expenditures from the Marketing Fund will affect or benefit the Franchisee or any franchisee in equal proportion to the amount contributed to the Marketing Fund.

Anything contained herein shall not limit the Franchisee's ability to conduct advertising or promotional activity otherwise consistent with and permitted pursuant to the terms of this Agreement or Operations Manual.

(iii) At Franchisor's discretion, and at any time, upon thirty (30) days prior written notice to Franchisee, Franchisor may increase the weekly Marketing Fund Contribution to three percent (3%) of weekly gross revenues to fund regional and/or national advertising, marketing or promotional activities.

B. Franchisee shall also cooperate and participate in all special CAPTAIN TONY'S PIZZA & PASTA EMPORIUM promotions as part of its own advertising expenditure requirement as set forth in Section 12.B. above, as specified by Franchisor. Franchisor strongly recommends that Franchisee supplement Franchisor's advertising program with other advertising, provided that, the form and content of such advertising (including particularly the spelling and representation of the Franchisor's names, marks and symbols) and its media are approved by Franchisor in writing prior to use. Such approval shall not be unreasonably withheld. All napkins, pizza boxes, bags, cups, matches, menus and other paper goods and like articles used in connection with Franchisee's CAPTAIN TONY'S PIZZA & PASTA EMPORIUM unit shall be of a quality and style and bear such designs, names and symbols as Franchisor shall specify, and all art work used in connection therewith shall conform to specifications established by Franchisor. Franchisee shall erect, display and maintain advertising signs of such design, color, number, location, illumination and size as specified in the Operations Manual.

16. OPERATION OF CAPTAIN TONY'S PIZZA & PASTA EMPORIUM UNIT

A. Commencement of Operations. Within one hundred eighty (180) days following the signing of this Agreement, the Franchisee shall commence operations of his CAPTAIN TONY'S PIZZA & PASTA EMPORIUM unit at a location approved by the Franchisor. If for any reason Franchisee fails to begin operations within such time period, the Franchise Agreement may be terminated by the Franchisor, and the Franchisor shall retain the full amount of the franchise fee paid as compensation for its services rendered. No portion of the franchise fee shall be refunded to the Franchisee, and the Franchisee shall not be entitled to any refund for failure to commence operations.

B. Standards of Operations. Franchisee shall operate his CAPTAIN TONY'S PIZZA & PASTA EMPORIUM unit in accordance with Franchisor's standards of quality, production, appearance, cleanliness and service, (including such standards as from time to time may be modified in Franchisor's Operations Manuals) and shall keep his CAPTAIN TONY'S PIZZA & PASTA EMPORIUM unit open during the following minimum hours:

Monday through Thursday	4 p.m. to 11 p.m.
Friday and Saturday	4 p.m. to 1 a.m.
Sunday	3 p.m. to 11 p.m.

or during such other hours as Franchisor may reasonably require. The only holidays during which the Franchisee may close are Easter, Thanksgiving, and Christmas. The unit shall remain open on other holidays. Franchisee shall at all times maintain the interior and exterior of his CAPTAIN TONY'S PIZZA & PASTA EMPORIUM unit and the surrounding premises in sound, clean, and attractive condition and shall do such redecoration, repairing and restoration as from time to time may be required to meet Franchisor's standards. Except to the extent otherwise required by law, Franchisee shall operate his CAPTAIN TONY'S PIZZA & PASTA EMPORIUM unit only under the name of "CAPTAIN TONY'S PIZZA & PASTA EMPORIUM", without any accompanying words or symbols of any nature unless first approved in writing by the Franchisor. Vending machines, entertainment devices, and products not included in the CAPTAIN TONY'S PIZZA & PASTA EMPORIUM system may be sold, displayed or used on Franchisee's premises only after Franchisor's approval in writing.

C. Franchisee agrees to serve the menu items specified by Franchisor, to follow all specifications and formulas of Franchisor as to contents and weight of unit products served and to sell no other food or drink item or any other merchandise of any kind without prior written approval of Franchisor. The Franchisee shall be free to establish the prices for all food items served on the franchise premises, free from any interference or control from Franchisor.

D. Franchisee shall operate a delivery system in accordance with Franchisor's specifications. Employee owned cars may be used for delivery vehicles. In the event a central telephone number is obtained by Franchisor, the Franchisee will convert to the central telephone number system.

E. The Franchisee agrees that at all times Franchisee will be in compliance with the Operations Manual provided to the Franchisee by the Franchisor, as it may be amended from time to time.

F. The Franchisee shall maintain a staff of competent employees of sufficient number, training and skill to operate the business in the manner and method designated in the Operator's Manual. The hiring of employees and all obligations arising therefrom, including but not limited to compensation, withholding and payment of federal and state taxes, deductions and contributions for social security and unemployment insurance shall be the exclusive responsibility of the Franchisee.

G. The Franchisee is not required to actively and personally participate in the operations of the franchise; however, the Franchisee must hire a manager who satisfactorily completes all training programs required by the Franchisor if Franchisee does not so participate.

H. The Franchisee shall faithfully, honestly and diligently perform its obligations hereunder and continuously exert his/her best efforts to promote the franchised business.

I. The Franchisee shall obtain and maintain in the Franchisee's name all required licenses, permits and certificates related to the operations of the franchised business. The Franchisee shall transmit copies of each such license, permit and certificate to the Franchisor within ten (10) days after receiving them. The Franchisee shall conduct the franchised business in compliance with all applicable laws, ordinances and regulations, including, without limitation, all laws and regulations relating to occupational hazards and health, worker's compensation insurance, unemployment insurance and withholding and payment of federal and state income taxes.

J. In all dealings with the general public, customers, suppliers, the Franchisor and all others, Franchisee shall adhere to the highest standards of honesty, integrity, ethical conduct, good faith, and fair dealing. The Franchisee shall refrain from any business practice that the Franchisor determines may injure the Franchisor's business, other franchises or the goodwill associated with the servicemarks, trademarks, and tradename.

17. CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

A. The Franchisor now possesses and will hereafter develop and acquire certain confidential information relating to the franchise, including but not limited to sources of supplies, equipment, methods of food preparation, recipes and advertising and promotional programs. Such confidential information is acknowledged by the Franchisee to be proprietary to the Franchisor and the Franchisee's use or duplication of such information in any other business would constitute an unfair method of competition.

B. The Franchisee shall not acquire any interest in such confidential information other than the right to use it during the term of this Agreement in the operation of a CAPTAIN TONY'S PIZZA & PASTA EMPORIUM unit in accordance with the terms of this Agreement. In order to protect the value of the confidential information, the use of which is hereby franchised, Franchisee shall not disclose any confidential information or knowledge concerning the CAPTAIN TONY'S PIZZA & PASTA EMPORIUM pizza system to any person, except to the extent necessary in the operation of his CAPTAIN TONY'S PIZZA & PASTA EMPORIUM unit.

C. Any and all of Franchisee's developments in any new programs, new recipes, new menu items, innovations, modifications, improvements or ideas suggested or communicated to the Franchisor to be included in the CAPTAIN TONY'S system shall be solely for the benefit of Franchisor and the CAPTAIN TONY'S PIZZA & PASTA EMPORIUM system. Any and all innovations, new recipes, new menu items, modifications, improvements, ideas or new programs suggested or developed by the Franchisee or communicated to Franchisor by Franchisee, to be used within the CAPTAIN TONY'S PIZZA & PASTA EMPORIUM system, whether it is in its original form or as modified by Franchisee or Franchisor, and all right, title and interest thereto shall be in and inure to the benefit of the Franchisor as part of its CAPTAIN TONY'S PIZZA & PASTA EMPORIUM system. Franchisee shall not be entitled to any compensation from Franchisor for the development of such innovations, new recipes, new menu items, ideas, modifications or improvements, nor shall Franchisee be entitled to any royalties, profits or other compensation from Franchisor or from any Franchisee or user of such idea, innovation, new recipes, new menu items, modification or improvement.

D. Franchisee acknowledges that the Operations Manual is the sole property of the Franchisor. If Franchisee owns more than one CAPTAIN TONY'S Unit, Franchisee shall only receive one (1) copy of the Operations Manual for all Units owned. Franchisee may, at its own cost and expense, make one (1) additional duplicate copy of the Operations Manual for each additional franchise Unit owned by the Franchisee. Otherwise, Franchisee shall not copy or disclose to any person, any confidential manuals or their contents during and or after the term of this Agreement, shall not make use of the confidential information communicated to him by the

Franchisor, except to the extent necessary in the operation of his CAPTAIN TONY'S PIZZA & PASTA EMPORIUM unit. The confidential manuals shall at all times remain the sole property of Franchisor and shall promptly be returned to it upon the termination of the franchise. If the Franchisee fails to return any such manuals upon the termination of the franchise, he shall be required to pay to the Franchisor Five Thousand Dollars ($5,000) in liquidated damages.

E. While this franchise is in effect, and until two (2) years after termination, or transfer, (regardless of the cause thereof) Franchisee, directors, and officers of the Franchisee, if a corporate entity, and stockholders of a non-public corporate entity, shall not, directly or indirectly, engage or have a financial interest in or be associated with any business similar to a CAPTAIN TONY'S PIZZA & PASTA EMPORIUM unit, nor any business offering pizza, chicken wings or pasta on its menu, at any place within a five (5) mile radius of their actual franchise location designated by this Agreement nor shall Franchisee become a Franchisee or Franchisor of any other business similar to Franchisor. Franchisee shall require these and all other personnel performing managerial or supervisory functions, and all personnel receiving special training from Franchisor, to execute undertakings as to the above.

F. The parties acknowledge that upon violation of any of the covenants contained in this Section 17, it will be difficult to determine the resulting damages to Franchisor and, in addition to any other remedies it may have, Franchisor shall be entitled to make application in a court of competent jurisdiction for temporary and permanent injunctive relief without the necessity of proving actual damages.

18. SERVICE MARKS

A. The Franchisee's right to use the service marks, trademarks, and tradename (the "Service Marks") is derived solely from the license granted under the terms of this Agreement, and is limited to the Franchisee's use of the Service Marks in connection with its operation of the business pursuant to and in compliance with the terms of this Agreement and all applicable standards, specifications and operating procedures prescribed by the Franchisor from time to time during the term hereof. Any unauthorized use of the Service Marks by the Franchisee shall constitute a breach of this Agreement.

B. This Agreement confers no goodwill or other interest in the Service Marks upon the Franchisee, except the right to use the same in connection with the franchise and its operation of the business conducted pursuant to the franchise. The Service Mark and any good will associated with the Service Mark shall be the property of the Franchisor.

C. The Franchisee agrees to display the Service Mark prominently in accordance with the specifications of the Operations Manual on all invoices, menus, stationary, envelopes, business cards, pamphlets, uniforms, and in all advertising and promotional material used in connection with the franchise. The Service Marks, including the notice of Service Mark registration, if so registered, shall be displayed in the manner prescribed by the Franchisor.

D. The Franchisee shall use the Service Marks to identify the franchise upon the following terms and conditions:

(i) The servicemarks shall be used without any prefix of suffix;

(ii) The Franchisee shall not use the Service Marks as part of any modifying words, terms, designs or symbols (other than logos licensed to the Franchisee hereunder), nor a part of a corporate or tradename, nor in any modified form; and,

(iii) The Franchisee shall identify himself as the independent owner of the franchise only in the manner prescribed by the Franchisor.

E. The Franchisee shall not use the Service Marks in any manner that may result in liability of the Franchisor for any indebtedness or obligation of the franchise. The aforementioned prohibition shall include, but is not limited to, use of the Service Marks in connection with the execution of any application for any license or permit, contract, purchase agreement, check, negotiable instrument or other legal obligation. The Franchisee shall not use the Service Marks in connection with the performance or sale of any unauthorized services or products, nor in any other manner not expressly authorized in writing by the Franchisor.

F. The Franchisee shall notify the Franchisor immediately of any apparent infringement of or challenge to the Franchisee's use of the Service Marks, or claim by any person of any right in the Service Marks. The Franchisee shall not communicate with any person other than the Franchisor and its counsel in connection with any such infringement, challenge or claim. The Franchisor shall have sole discretion to take or refrain from such action as it deems appropriate, and shall have the exclusive right to control any litigation or Patent and Trademark Office proceeding or other proceeding arising from any such infringement, challenge or claim or otherwise relating to the Service Marks. The Franchisee agrees to execute any and all instruments and documents, render such assistance and do such acts and things as may, in the opinion of the Franchisor's counsel, be necessary or advisable to protect and maintain the interests of the Franchisor in any litigation, Patent and Trademark Office or other proceeding, or otherwise to protect and maintain the Franchisor's interest in the Service Marks.

G. The Franchisor will indemnify and hold the Franchisee harmless from damages to the extent as hereinafter provided, for which the Franchisee may be held liable in any proceeding arising from the Franchisee's use of the Service Marks pursuant to and in compliance with this Agreement, provided that the Franchisee timely notifies the Franchisor of such claim or proceeding and has otherwise complied with this Agreement, including, without limitation, the terms of Section 18. Franchisor's liability shall be limited to the following:

(i) Franchisor shall bear responsibility for any money judgment awarded against Franchisee in said final judgment with regards to a servicemark or trademark infringement litigation.

(ii) Franchisor shall, as soon as reasonably possible thereafter, provide the Franchisee a new mark, logo or insignia to replace that which was prohibited by such action. In no event shall Franchisor have any liability or obligation to Franchisee for any other asserted loss or damage to Franchisee or Franchisee's business, including without limitation, for any asserted lost profits or other damage to Franchisee's business good will.

(iii) In the event that a claim, suit, or demand as to Proprietary Mark infringement arises due to the actions or omissions of Franchisee, Franchisee shall pay all loss, costs and expense incurred, including attorneys' fees, notwithstanding the foregoing provisions.

H. The Franchisor retains the right in its sole discretion to provide, distribute and sell products and services authorized for CAPTAIN TONY'S PIZZA & PASTA EMPORIUM units under the Service Marks or other servicemarks, trademarks, logos, and commercial symbols, through wholesale, retail, and other channels of distribution.

I. In the event that the Franchisor decides to modify or discontinue the use of the Service Marks, or use one or more additional or substitute Service Marks, the Franchisee shall comply with the Franchisor's directions to modify or otherwise discontinue the use of such Service Marks within a reasonable time after receipt of notice thereof from the Franchisor. The Franchisor shall not be obligated to compensate the Franchisee for any costs incurred by the Franchisee in connection with any such modification or discontinuance.

J. All provisions of this Agreement applicable to the Service Marks shall apply to any additional proprietary servicemarks, trademarks, logos, and commercial symbols which the Franchisor may authorize for use by and license to the Franchisee.

K. The parties acknowledge that upon violation by Franchisee of any of the covenants contained in this Section 18, it will be difficult to determine the resulting damages to Franchisor and, in addition to any other remedies it may have, Franchisor shall be entitled to make application in a court of competent jurisdiction for temporary and permanent injunctive relief without the necessity of proving actual damages.

19. ACCOUNTING AND FINANCIAL REPORTS

Franchisee shall submit, in addition to the weekly royalty fee and marketing fee required by Sections 11 and 12, weekly, quarterly and annual gross receipt reports to Franchisor as outlined in the Franchisor's Operations Manual. Failure of Franchisee to timely submit any gross receipt report for each Franchise Unit owned by Franchisee shall be considered a breach of this Franchise Agreement, and Franchisee shall pay the maximum weekly royalty fee of $500 per week for each Franchise Unit for which the reports are not submitted. Franchisor's acceptance of any less amount shall not be deemed a waiver of any of Franchisor's rights under this Franchise Agreement. If Franchisee fails to make timely payments, Franchisor may file an action to collect such sums and Franchisee shall pay all interest, late fees, costs, expenses and reasonable attorney's fees incurred by Franchisor in connection with such action. Such action to collect past due amounts shall be in addition to all other remedies available to Franchisor.

All bookkeeping and accounting records maintained by Franchisee, all financial statements prepared by or for Franchisee, and all reports submitted by Franchisee to Franchisor must conform to the current standards and requirements as described in the Operations Manual. Franchisor will have the right to require Franchisee to purchase or lease, maintain and upgrade computer hardware, software, and other such equipment, for the purpose of performing bookkeeping, accounting or other functions related to the operation of the franchised business.

All such computer hardware, software and other equipment must be compatible with Franchisor's systems as modified from time to time and must meet and be maintained and used in compliance with the Franchisor's specifications.

20. INSURANCE AND INDEMNITY

A. Insurance Requirements. Franchisee shall maintain at his or her own expense, in form and with insurers satisfactory to Franchisor, insurance against all types of public liability including a non-owner rider for delivery vehicles with personal injury coverage of Three Hundred Thousand Dollars ($300,000) per person, One Million Dollars ($1,000,000) per accident and property damage coverage of not less than Ten Thousand Dollars ($10,000). Such insurance shall name Franchisor as an additional insured and shall provide that the policy cannot be canceled without thirty (30) days prior written notice to Franchisor. The original policy of insurance shall be delivered to Franchisor if it so requests, or Franchisee shall deliver to Franchisor, satisfactory proof of such insurance coverage prior to the opening of the franchised business. Franchisee shall give Franchisor immediate notice of any injuries to persons or property occurring on Franchisee's premises. Franchisee will indemnify Franchisor and hold it harmless from and against all claims for damage to persons or property arising from, or out of any occurrence on Franchisee's premises, as well as all losses or damages and contractual liabilities to third persons arising out of, or in connection with the possession, ownership or operation of the franchised business. Franchisee shall pay all costs, expenses and reasonable attorney's fees incurred by Franchisor in connection with such claims. Franchisor's right to indemnity under this agreement shall arise notwithstanding that joint or concurrent liability may be imposed on Franchisor by statute, ordinance, regulation or other law.

B. Notice of Complaints. The Franchisee shall notify the Franchisor in writing within five (5) days after the receipt by it of notice of:

(i) The commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality that may adversely affect the operation or financial condition of the Franchisee; and

(ii) Violation of any law, ordinance, or regulation; and

(iii) Any complaint (however denominated or captioned) by any regulatory agency.

21. TRANSFER OF FRANCHISE

A. The Franchisee's rights hereunder are transferable only as follows:

(i) Upon Franchisee's death or disability, his or her rights hereunder may pass to heirs or personal representatives, provided, such heirs or personal representatives agree in writing, satisfactory to Franchisor to assume Franchisee's obligations hereunder. Such heirs or personal representatives must also: (a) meet the Franchisor's standard for new franchisees; (b) agree to be bound by the terms of this Agreement; (c) within sixty (60) days after the death or disability of the Franchisee, satisfactorily complete the training program. If the above three requirements are not met, the Franchisee's heirs or personal representatives shall sell or transfer the business in accordance with paragraph (ii) of this section and the Franchisor shall have the right of first refusal to purchase the franchise as provided therein.

(ii) Franchisee may sell his or her franchise to a natural person and be relieved of further obligations hereunder, (other than the obligations which survive the transfer or termination of this Franchise Agreement) provided: (a) the purchaser has a satisfactory credit rating, is of good moral character, has business qualifications satisfactory to Franchisor, will comply with Franchisor's training requirements and enters into any and all direct agreements with Franchisor that Franchisor is then requiring of newly franchised franchises; (b) that all money obligations of Franchisee hereunder are fully paid, that Franchisee is not in default hereunder and that Franchisee executes a general release of all claims against Franchisor; (c) that Franchisee as transferor and the transferee shall both pay Franchisor Two Thousand Five Hundred Dollars ($2,500) for its legal, training and other expenses in connection with the transfer; (d) that Franchisee has first offered to Franchisor the right to assume the duties of Franchisee under this Agreement, upon the same terms as the purchaser has offered Franchisee in writing and Franchisor has refused said offer or failed to accept it for a period of ten (10) business days from the date it has received a copy of such written offer. The name "CAPTAIN TONY'S PIZZA & PASTA EMPORIUM" shall not be used in any advertising for the sale of Franchisee's franchise or equipment.

(iii) Franchisee may assign and transfer his or her rights to a corporation without, however, being relieved of any personal liability hereunder, provided: (a) the corporation is newly organized and its activities are confined exclusively to operating Franchisee's CAPTAIN TONY'S PIZZA & PASTA EMPORIUM unit; (b) Franchisee is the owner of the controlling stock interest of the corporation and is the principal executive officer thereof; (c) all money obligations of Franchisee to Franchisor are fully paid; (d) the corporation agrees, in a writing satisfactory to Franchisor, to assume all Franchisee's obligations hereunder; (e) the stockholder(s) owning the largest equity share of the corporation shall personally guaranty, in a writing satisfactory to the Franchisor, the full and prompt payment and performance by the corporation of all of its obligations to Franchisor. Shareholders of publicly traded corporations are not required to sign personal guaranties.

B. **The Franchisor may sell or assign its rights and obligations under this Agreement, in whole or in part, in its discretion without the consent of the Franchisee.**

22. CORPORATE OR PARTNERSHIP FRANCHISEE

If Franchisee or Franchisee's successor is a corporation or partnership, the outstanding stock or partnership units thereof shall not be sold, assigned, pledged, mortgaged, transferred or increased without the prior written consent of Franchisor, except that there may be a transfer of all the corporation's stock or partnership's units on the same terms as those on which a transfer of Franchisee's franchise would be permitted under paragraphs A(ii) and (iii) of Section 21. Notice of these restrictions shall be conspicuously noted on all stock certificates or partnership units of such franchise. The words "CAPTAIN TONY'S PIZZA & PASTA EMPORIUM" shall not be a part of the name of any corporate or partnership franchise. Any proposed transfer of more than fifty percent (50%) ownership interest in the corporation or partnership shall be deemed a transfer of the Franchisee and shall be subject to Section 21 above.

23. TERMINATION BY FRANCHISOR

Franchisor may terminate the Franchise Agreement and/or seek and obtain injunction relief upon occurrence of any of the following:

(i) If, for more than ten (10) days after written notice of such failure, Franchisee fails to pay, when due, any monies owed Franchisor or its affiliates hereunder or under any other agreement; or

(ii) If Franchisee fails to observe or perform any of the terms of this Agreement on its part to be observed or performed for more than ten (10) days after written notice of such failure, or commits repeated violations of such provisions; or

(iii) If Franchisee falsifies any report required to be furnished Franchisor hereunder (which default is not curable); or

(iv) If Franchisee ceases to do business on Franchisee's premises (which default is not curable); or

(v) If Franchisee makes any general assignment for the benefit of creditor, becomes insolvent, bankrupt or files a voluntary petition for bankruptcy or consents to the appointment of a receiver or trustee and the action is not dismissed within sixty (60) days; however, this provision may be unenforceable under the Bankruptcy Act of 1978; or

(vi) If a trustee, receiver, guardian, conservator or other similar officer is appointed to take charge of all or any part of Franchisee's property and the appointment is not dismissed within sixty (60) days; or

(vii) Bankruptcy, reorganization, dissolution arrangements or liquidation proceedings are instituted by or against Franchisee by a third party and Franchisee consents to such proceedings or permits such proceedings to remain undismissed for a period of sixty (60) days: or

(viii) If Franchisee fails, for more than ten (10) days after written notice of such failure, to perform or observe any of the provisions required to be performed or observed by Franchisee under any lease or sublease of Franchisee's premises or under any promissory note, security agreement or other instrument executed by Franchisee in connection with obtaining equipment for use on Franchisee's premises; or

(ix) A final judgment against Franchisee remains unsatisfied of record for thirty (30) days or a levy of execution is made upon any property used in the franchised business and is not discharged within the ten (10) days of said levying; or

(x) Franchisee fails, for more than ten (10) days after written notice of such failure, to obtain Franchisor's prior approval of any lease agreement entered into by Franchisee; or

(xi) Franchisee fails, and for more than ten (10) days after written notice of such failure, to comply with the Operator's Manual or any modification thereof; or

(xii) Franchisee violates any health or safety code, or other laws or ordinances which affect the operation of the franchise and does not correct such failure within seven (7) days after receipt of notice of such violation; or

(xiii) Franchisee fails on three (3) or more occasions within any period of twelve (12) consecutive months to make timely payments to the Franchisor or otherwise fails to comply with this Agreement, whether or not such failure is corrected after notice thereof is delivered to Franchisee;

(xiv) Franchisee is convicted or pleads nolo contender to a felony or other crime or offense that may adversely affect the reputation of the Franchisee or he Franchisor (which default is not curable); or

(xv) If, for more than ten (10) days after written notice to Franchisee, Franchisee fails to maintain adequate funds in its account to satisfy any Auto Debit request under the Auto Debit Agreement, or otherwise fails to comply with any obligation under the Auto Debit Agreement.

In the event that any default remains uncured or is not curable, then Franchisor may forthwith terminate Franchisee's franchise by written notice to Franchisee and all rights of Franchisee hereunder shall cease.

24. EVENTS OF TERMINATION

A. Upon the expiration or termination of Franchisee's franchise for any cause, Franchisee shall immediately discontinue the use of the name "CAPTAIN TONY'S PIZZA & PASTA EMPORIUM", and use of all recipes, materials, methods, promotional materials, signs, emblems, marks, color scheme and forms of advertising indicative of the CAPTAIN TONY'S PIZZA & PASTA EMPORIUM system or resembling any of its distinguishing characteristics. Franchisee shall make or cause to be made, as may lawfully be done in the removal of or change in signs, buildings, and structures as Franchisor shall reasonably request so as to eliminate the name "CAPTAIN TONY'S PIZZA & PASTA EMPORIUM" from Franchisee's premises and to effectively distinguish said premises from their former appearance and from any other CAPTAIN TONY'S PIZZA & PASTA EMPORIUM unit. If the Franchisee shall fail or refuse to make or cause such changes to be made, Franchisor, without prejudice to its other rights and remedies, may enter upon Franchisee's premises, without being guilty of trespass or any other tort and make such changes at Franchisee's expense.

B. Within fifteen (15) days after the effective date of termination or expiration of this Agreement, or such later date on which the amounts due to the Franchisor are determined, the Franchisee shall pay to the Franchisor all fees and other amounts owed to the Franchisor and interest charges due on the foregoing.

C. In the event of a termination pursuant to paragraph 23, Franchisor may, at its option and within thirty (30) days following such termination purchase any and all of the inventory, supplies, furniture, furnishings, fixtures, equipment and/or other assets of Franchisee used in the franchised business, at the depreciated value of such assets.

D. In the event of termination pursuant to paragraph 23 herein, or if Franchisee is in default of the lease of the premises of the franchise location, Franchisor may, at its option, assume the lease for the premises, and Franchisee shall furnish Franchisor with an assignment of said lease satisfactory to Franchisor within thirty (30) days after termination of the Agreement.

E. The Franchisee shall return to Franchisor the Operations Manual and all other confidential operating and training materials supplied by Franchisor within ten (10) days after termination of the Agreement. It shall be Franchisee's burden to prove that subsequent knowledge gained by Franchisee from the Operations Manual is not being used in any other business in which Franchisee is involved.

F. IN THE EVENT OF TERMINATION DUE TO MATERIAL BREACH, FRANCHISOR, AT ITS DISCRETION, SHALL BE ENTITLED TO SEEK PAYMENT AND/OR JUDGMENT FROM FRANCHISEE FOR LOSS OF ANTICIPATED EARNINGS. SAID PAYMENT AND/OR JUDGMENT SHALL BE EQUAL TO THE MAXIMUM WEEKLY ROYALTY PAYMENT MULTIPLIED BY THE REMAINING NUMBER OF WEEKS OF THE ORIGINAL TERM OF THE FRANCHISE AGREEMENT AFTER TERMINATION.

25. TAXES

Franchisee shall pay, when due, all taxes levied or assessed in connection with the operation, ownership and possession of the franchised business. In the event of a bona fide dispute as to the liability for a tax assessed against him or her, Franchisee may contest the validity or the amount of the tax in accordance with procedures of the taxing authority, however, Franchisee shall not permit a tax sale or seizure against the premises or the equipment used in the franchised business.

26. NOTICES

Any notice which is to be given to either party hereunder shall be deemed sufficiently given if sent by certified or registered mail, postage prepaid, to the parties at the following address:

Franchisor:

Captain Tony's Pizza, Inc.
1742 S. Woodland Blvd, #440
Deland, Florida 32720

Franchisee:

____
____
____
____

27. RELATIONSHIP AND ARBITRATION

A. The relationship between the parties is that of independent contractors; no partnership, joint venture, agency or employment is intended and no fiduciary relationship between the parties exists. Franchisee shall not pledge the Franchisor's credit, nor bind it to any obligation, and Franchisee shall indemnify and hold the Franchisor harmless from and against all claims, demands, cost and expenses arising out of the operation of Franchisee's CAPTAIN TONY'S PIZZA & PASTA EMPORIUM franchise. A sign stating the Franchisee is the owner and operator of Franchisee's CAPTAIN TONY'S PIZZA & PASTA EMPORIUM franchise shall be prominently displayed on Franchisee's premises at all times. In all public records and in his relationship with other persons, on stationery, business forms and checks, Franchisee shall indicate his independent ownership of the franchised business and that he is a Franchisee of Franchisor.

B. Any controversy or claim arising out of or relating to this Agreement other than: (i) a claim for injunctive relief, or (ii) an alleged material breach by Franchisee of any obligation to pay Franchisor; shall be settled by binding arbitration in accordance with the rules for commercial arbitration of the American Arbitration Association, and judgement upon the award may be entered in any court having jurisdiction thereof. The arbitration shall be conducted through the American Arbitration office closest to Franchisor's corporate offices in the County of Volusia, State of Florida and shall be conducted by a single arbitrator selected in accordance with the rules and regulations applicable to commercial matters. All provisions of the Florida Code of Civil Procedure relating to discovery in civil lawsuits shall be applicable in the arbitration proceedings. If there are any disputes in matters of public policy, restraint of trade, securities laws violation or any other matter which cannot be the subject of arbitration, those matters shall be separated from all other disputes which other disputes shall first be settled by arbitration. For issues not subject to arbitration or after arbitration, any disputes which cannot be tried by arbitration shall be brought before a court of competent jurisdiction. Should the parties be unable to separate matters which shall be tried by arbitration from those which cannot be tried by arbitration, the allegations and positions of the parties shall be brought before the arbitrator, and his decision regarding the appropriateness for arbitration of the matters in controversy shall be determinative and binding upon the parties.

28. INTERPRETATION

No failure of Franchisor to exercise any power given to it hereunder or to insist upon strict compliance by Franchisee with any obligation or condition hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Franchisor's right to demand strict compliance with the terms hereof. Waiver of the Franchisor of any particular default by Franchisee shall not impair Franchisor's rights in respect to any subsequent default of the same or of a different nature, nor shall any delay or omission of Franchisor to exercise any rights arising from a default impair Franchisor's rights as to said default or any subsequent default. No representations, inducements, promises or agreements (except duly executed written agreements) between the parties hereto, which are not embodied herein, shall be of any force or effect. The terms "Franchisee" and "Franchisor" and any pronoun referring thereto, shall be deemed to include the parties hereto and their respective heirs, executors, administrators, successors, and assigns, without regard to gender or number, wherever the context so permits. The captions to each article are used for convenience only and are not to be considered a part of this Agreement nor used in interpreting it. The law of the State of Florida applies to this Agreement.

29. FORCE MAJEURE

Neither party shall be liable for loss or damage, nor deemed to be in breach of this Agreement, if its failure to perform its obligations results from: (1) transportation shortages, strikes, inadequate supply of equipment, merchandise, supplies, material or energy, orders, requests, regulations, recommendations, or instructions of any federal, state, or municipal government or any department of agency thereof; (2) compliance with any law, ruling, order, regulation, requirement, or instruction of any federal, state, or municipal government or agency thereof (other than an order, requirement or instruction arising out of a violation of law by the Franchisee); (3) force majeure; or (4) actions of gross negligence or malicious conduct of the other party. Any delay resulting from any of these causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable except that these causes shall not excuse payment or amounts owed at and after the time of such occurrence.

30. EQUITABLE REMEDIES

Franchisor has the specific right to seek and obtain injunctive relief against the Franchisee. The Franchisor shall not be required to post a bond when seeking such relief against the Franchisee, and the Franchisee hereby waives any claims for damages in the event that an injunction obtained by the Franchisor is dissolved for any reason.

31. CUMULATIVE RIGHTS

The rights of the parties hereunder are cumulative, and no exercise or enforcement by either party of any right or remedy shall preclude the exercise or enforcement of any other right or remedy hereunder or which either party may otherwise be entitled by law to enforce.

32. ENTIRE AGREEMENT

This Agreement, including the recitals and exhibit(s) which are a part hereof, constitutes the entire agreement between the parties. There are no other oral or written understandings or agreements between the parties relating to the subject matter of this Agreement. Nothing in this agreement, or in any related agreement is intended to disclaim the representations Franchisor has made in the Uniform Franchise Disclosure Document. The Table of Contents and headings of this Agreement are for convenience only and do not define, limit or construe the contents of any such section or paragraph or any part of this Agreement.

Any modification of this Agreement must be by written agreement between the parties.

33. APPROVAL AND REQUESTS

The Franchisor has the absolute right to refuse any request by the Franchisee or to withhold its approval of any action proposed by the Franchisee except where this Agreement expressly obligates the Franchisor to give or withhold its approval reasonably. All approvals by the Franchisor must be in writing in order to be effective, and the Franchisor shall not be deemed to have given its approval unless first obtained in writing.

34. GUARANTY

In the event that the Franchisee is a corporation or partnership, the Franchisee shall cause its obligations under this Agreement to be guaranteed by the individual shareholders or partners holding the largest equity ownership interests in such corporation or partnership. Shareholders of a publicly traded corporation are not required to sign personal guaranties. A copy of such guaranty is attached hereto as Exhibit "B".

35. LEGAL FEES AND COSTS

A. If without the commencement of litigation, the Franchisor is required to incur any legal expenses, costs or attorneys' fees in connection with either collection or any sums due to Franchisor or enforcement of the Franchisee's compliance with the Agreement, the Franchisee shall pay such interest, late fees, legal expenses, costs and attorneys' fees that are reasonable.

B. If the Franchisor is required to commence litigation or arbitration to collect any sums due it under the Agreement, or to enforce the Franchisee's compliance with the terms of this Agreement, or as a result of Franchisee's breach of this Agreement, the prevailing party in such litigation or arbitration and in any appeals from the judgment or arbitration award rendered in such litigation or arbitration shall be entitled to recover the full amount of all of its reasonable attorneys' fees and costs incurred in such litigation and/or arbitration. If Franchisee fails to make timely payments, Franchisor may file an action to collect such sums and Franchisee shall pay all interest, late fees, costs, expenses and reasonable attorney's fees incurred by Franchisor in connection with such action. Such action to collect past due amounts shall be in addition to all other remedies available to Franchisor.

36. CONTINUING OBLIGATIONS

All obligations of Franchisor and Franchisee which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

37. ACKNOWLEDGMENT AND REPRESENTATIONS

The Franchisee hereby acknowledges and represents that:

A. The Franchisee has read and reviewed the Uniform Franchise Offering Circular which was given to it by the Franchisor at the earliest of: (1) the first personal meeting between the Franchisee and an officer or representative of the Franchisor; (2) ten (10) business days prior to the date of execution of this Agreement; or (3) ten (10) business days prior to the payment of the initial franchise fee required pursuant to this Agreement;

B. The Franchisee has read and reviewed this Agreement and understands and accepts the terms, conditions and covenants contained herein as being reasonably necessary to maintain and promote the Franchisor's capabilities, effectiveness and standards of quality of service and the integrity of the program, and in order to protect and preserve the goodwill of the Service Marks;

C. The Franchisee has conducted an independent investigation of the business contemplated by this Agreement, and has not received or relied upon any guarantee, expressed or implied, concerning revenues, profits, or success of the business venture contemplated by this Agreement; and

D. Neither the Franchisor nor any of its officers, directors, shareholders, employees, or agents, has made any representation contrary to or inconsistent with any of the terms contained herein or in the Uniform Franchise Offering Circular previously received by Franchisee.

38. CAPACITY OF PARTIES

This Agreement and all business dealings between the Franchisee and the officers, directors, shareholders, employees, and agents of the Franchisor in connection with this Agreement are solely between the Franchisee and the Franchisor. Such individuals have acted and will continue to act only in a representative and not an individual capacity in all dealings with the Franchisee.

39. APPLICATION BY FRANCHISEE

This Agreement is entered into by the Franchisor in reliance upon the information contained in the written application submitted to it by the Franchisee. The Franchisee warrants and represents that the application is true and correct in all respects, and that the Franchisee has made no incorrect or untrue statement, or failed to make a statement, that in any way would make the application misleading.

The obligation of this Franchise Agreement are personal to Franchisee and Franchisor and do not extend to third parties.

IN WITNESS WHEREOF, the undersigned have executed this Franchise Agreement on the dates set forth above.

FRANCHISOR:
CAPTAIN TONY'S PIZZA, INC.

BY:______________________________
Michael J. Martella, President

FRANCHISEE:

BY:______________________________
, Individually

BY:______________________________
, Individually

FRANCHISE LOCATION

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS ("this Guaranty") is given to CAPTAIN TONY'S PIZZA, INC. this ________day of_______________.20____, by___________________________.

In consideration of and as an inducement to the execution of that certain Franchise Agreement of even date herewith ("the Agreement") by and between CAPTAIN TONY'S PIZZA, INC. ("the Franchisor") and ___________________________ ("the Franchisee"), each of the undersigned hereby personally and unconditionally:

A. Guarantees to the Franchisor, and its successors and assigns that during the term of the Agreement, and any renewals thereof, that the Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement.

B. Agrees to be personally bound by each and every provision of the Agreement, including all monetary obligations and obligations to take and refrain from taking specific action or to engage or refrain from engaging in specific activities; and further agrees to be personally liable for the breach thereof.

C. Each of the undersigned consents and agrees that: (1) his or her liability under this Guaranty shall be joint and several; (2) he or she shall render any payment or performance required under the Agreement upon demand if the Franchisee fails or refuses to do so punctually; (3) such liability shall not be contingent or conditioned upon pursuit by the Franchisor of any remedies against the Franchisee or any other person; and (4) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which the Franchisor may from time to time grant to the Franchisee or to any person, including without limitation, the acceptance of any partial payment, performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement and any renewals thereof.

Intending to be bound thereby, each of the undersigned has executed this Guaranty on the year and day above mentioned.

____
Title/Relationship:___________________

____
Title/Relationship:___________________

____
Title/Relationship:___________________

AUTO DEBIT AGREEMENT

AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENTS
(DIRECT DEBITS)

The undersigned depositor ("DEPOSITOR") hereby (1) authorizes CAPTAIN TONY'S PIZZA, INC. ("COMPANY") to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account indicated below and (2) authorizes the depository designated below ("DEPOSITORY") to debit such account pursuant to COMPANY's instructions.

______________________	______________________
DEPOSITORY	Branch

________________	________________	________________
City	State	Zip Code

______________________	______________________
Bank Transit/ABA Number	Account Number

This authority is to remain in full force and effect until DEPOSITORY has received joint written notification from COMPANY and DEPOSITOR of the DEPOSITOR's termination of such authority in such time and in such manner as to afford DEPOSITORY a reasonable opportunity to act on it. Notwithstanding the foregoing, DEPOSITORY shall provide COMPANY and DEPOSITOR with thirty (30) days' prior written notice of the termination of this authority.

If an erroneous debit entry is initiated to DEPOSITOR's account, DEPOSITOR shall have the right to have the amount of such entry credited to such account by DEPOSITORY, if (a) within fifteen (15) calendar days following the date on which DEPOSITORY sent to DEPOSITOR a statement of account or a written notice pertaining to such entry or (b) forty-five (45) days after posting, which ever occurs first, DEPOSITOR shall have sent to DEPOSITORY a written notice identifying such entry, stating that such entry was in error and requesting DEPOSITORY to credit the amount thereof to such account. These rights are in addition to any rights DEPOSITOR may have under federal and state banking laws.

______________________	______________________
DEPOSITOR (Print Name)	DEPOSITORY (Print Name)
By:____________________	By:____________________
Title:__________________	Title:__________________
Date:__________________	Date:__________________

CAPTAIN TONY'S PIZZA, INC.

EXHIBIT "C" TO DISCLOSURE DOCUMENT

MULTI-UNIT DEVELOPMENT AGREEMENT

MULTI-UNIT DEVELOPMENT AGREEMENT

This Multi-Unit Development Agreement ("Development Agreement") is made this ____ day of ____________, 20__ by and between CAPTAIN TONY'S PIZZA, INC., a Nevada corporation (the "Franchisor") and ____ (the "Developer").

RECITALS

A. Franchisor owns the service mark "CAPTAIN TONY'S PIZZA & PASTA EMPORIUM" and is a franchisor of CAPTAIN TONY'S PIZZA & PASTA EMPORIUM restaurants which offer full service dine-in and/or take-out and delivery Italian food; and

B. Developer desires the grant of a non-exclusive right to develop, own, lease, construct and operate CAPTAIN TONY'S PIZZA & PASTA EMPORIUM restaurants within the geographical area specified in this Multi-Unit Development Agreement and for a limited term.

NOW, THEREFORE, it is mutually agreed as follows:

1. Grant.

Franchisor hereby grants to Developer during the term of this Development Agreement and subject to the conditions hereof the right to develop, own, lease, construct and operate CAPTAIN TONY'S PIZZA & PASTA EMPORIUM restaurants in the limited geographical area identified and set forth in Exhibit "A" attached hereto and made a part of this Agreement (the "Area"). Franchisor may grant franchises to others, and Franchisor may develop, own, lease, construct or operate CAPTAIN TONY'S PIZZA & PASTA EMPORIUM restaurants within the Area during the term of this Multi-Unit Development Agreement.

2. Term.

Unless sooner terminated, pursuant to the provisions of Section 7, the terms of this Multi-Unit Development Agreement shall equal to the term of the last Unit developed under the Development Schedule

3. Development Fee, Initial Franchise Fee and Royalty Fee.

(a) Developer shall pay to Franchisor, upon execution of this Multi-Unit Development Agreement, a non-refundable development fee of Seventy-Five Thousand Dollars ($75,000) for the development of five (5) Units . In the event of early termination of this Multi-Unit Development Agreement, Franchisor shall retain all development fees as fees earned for the grant set forth above pursuant to this Agreement.

(b) Concurrent with the execution of this Agreement, Developer shall execute a Franchise Agreement for the operation of its first unit.

(c) Developer shall comply with all terms and conditions of each Franchise Agreement; however, the Royalty Fees shall be three percent (3%) in lieu of four and one-half percent (4½%) and the same minimum Royalty Fees and maximum Royalty Fees provided in the Franchise Agreement shall apply to Developer. The Royalty Fees for each Multi-Unit shall not exceed $400 per week per Unit. If Developer fails to provide timely weekly gross receipt reports, the Royalty Fees shall be $500 per week per Unit. If Developer transfers any Franchise Agreement apart from the transfer of this Multi-Unit Development Agreement, the Royalty Fees for such transferred Franchise Agreement shall revert to four and one-half percent (4½%) and the same minimum Royalty Fees and maximum Royalty Fees provided in the Franchise Agreement shall apply. In the event of early termination of this Multi-Unit Development Agreement for any reason, the Royalty Fees for each Franchise Agreement shall revert to four and one-half percent (4½%) for the remaining term of each Franchise Agreement.

4. Development Schedule.

(a) Developer shall open and continuously operate the CAPTAIN TONY'S PIZZA & PASTA EMPORIUM restaurants in accordance with the development schedule set forth in Exhibit "B" attached hereto and made a part of this Agreement (the "Development Schedule").

(b) If Developer meets the number of CAPTAIN TONY'S PIZZA & PASTA EMPORIUM restaurants provided in the Development Schedule and desires to purchase additional franchises within the Area and Franchisor approves of such additional purchase, Developer shall enter into a Franchise Agreement for each additional restaurant and Developer shall pay an initial Franchise Fee in the amount of One Thousand Dollars ($1,000) for each additional restaurant and the same Royalty Fee schedule provided in Section 3(c) shall apply.

5. Locations of CAPTAIN TONY'S PIZZA & PASTA EMPORIUM restaurants.

The location of each CAPTAIN TONY'S PIZZA & PASTA EMPORIUM restaurant shall be selected by the Developer, subject to Franchisor's written approval and in accordance with Franchisor's then current site selection requirements and policies and procedures. The acquisition or construction of any proposed site by Developer prior to the approval by Franchisor shall be at the sole risk and responsibility of Developer and shall not obligate Franchisor to approve the same. The approval of a proposed site by Franchisor does not constitute a warranty or representation by Franchisor as to the suitability of such site for location of a CAPTAIN TONY'S PIZZA & PASTA EMPORIUM restaurant.

6. Franchise Agreements.

Developer shall not operate any CAPTAIN TONY'S PIZZA & PASTA EMPORIUM restaurant until the then current franchise agreement has been executed by the Franchisor and Developer. Franchisee shall pay all costs for lodging, food, travel, salaries and other business and living expenses of the trainees for their attendance at the training programs conducted by the Franchisor. The Franchisor may waive the initial training program, at its discretion. Developer shall comply with Franchisor's then current operating policies and procedures, menus, product specifications, any operations manuals delivered to the Developer and any updates or addendum to such manuals, all terms and conditions of the franchise agreement authorizing the operation of each location, including without limitation, those terms and conditions pertaining to royalties, advertising fees, and all other fees, unless otherwise waived under this Multi-Unit Development Agreement. Developer shall sign the first Franchise Agreement concurrently with the signing of this Multi-Unit Development Agreement.

7. Default and Termination.

(a) Events of Default. Developer shall be in default under this Multi-Unit Development Agreement should Developer:

(1) fail to comply with the Development Schedule or otherwise fail to perform any of its obligations under this Multi-Unit Development Agreement;

(2) cease to be a franchisee of Franchisor in good standing;

(3) cease to qualify for expansion under Franchisor's then current criteria for expansion as uniformly applied to franchisees similarly situated;

(4) become insolvent;

(5) be subject to any assignment for the benefit of its creditors;

(6) be subject to the appointment of a receiver or trustee, or be subject to any seizure or foreclosure by a government official, creditor, lienholder or lessor of any of its assets, business or property which may materially affect this Development Agreement;

(7) be in default of any franchise agreement with the Franchisor;

(8) transfer or attempt to transfer this Multi-Unit Development Agreement in violation of Section 7 herein below (which default cannot be cured);

(9) use this Multi-Unit Development Agreement as security for any loan or otherwise encumber this Multi-Unit Development Agreement;

(10) make any material misrepresentation relating to the acquisition of this Multi-Unit Development Agreement or engage in conduct which reflects materially upon the franchise system, and/or the reputation of the Franchisor in any adverse manner (which default cannot be cured);

(11) be convicted of a felony of any type or any criminal misconduct which is relevant to this Multi-Unit Development Agreement (including such conviction of Developer's shareholder, directors, officers or partners) (which default cannot be cured); or

(12) fail to comply with, or fail to cure such non-compliance of, any material federal, state or local law or regulation applicable to this Multi-Unit Development Agreement.

(b) Remedies and Termination. Should Developer commit an uncurable default, or upon notice from Franchisor fail to cure any such default which can be cured, within thirty (30) days from receipt of such notice, Franchisor shall have the right to terminate this Multi-Unit Development Agreement on immediate written notice. In the event of any such termination or upon expiration of the term of this Multi-Unit Development Agreement, this Multi-Unit Development Agreement shall be of no further effect. For purposes of this Section 7, any franchise granted previously or in the future by Franchisor to Developer, any affiliated company of Developer or any corporation, partnership or joint venture, or their affiliates, in which Developer is a shareholder, partner or joint venturer of Developer, direct or indirect, has any interest of ownership or participation, irrespective of location of the franchise unit, shall be deemed a franchise granted to the Developer.

Upon termination of this Multi-Unit Development Agreement for any reason, Developer agrees immediately to bring all accounts with Franchisor current and immediately stop using Franchisor's trade name, trademarks, service marks, logotypes and other commercial property and symbols, except to the extent allowed by any validly existing Franchise Agreement or other agreement between the parties. Upon termination of this Multi-Unit Development Agreement for any reason, Developer acknowledges that Developer will lose all rights granted under this Multi-Unit Development Agreement, including but not limited to the rights to develop any CAPTAIN TONY'S PIZZA & PASTA EMPORIUM restaurants. Upon termination of this Multi-Unit Development Agreement, Franchisor shall have no duty to sell to Developer, or otherwise to allow Developer to open additional CAPTAIN TONY'S PIZZA & PASTA EMPORIUM restaurants in the area or elsewhere. Upon termination of this Multi-Unit Development Agreement, Developer agrees to return to Franchisor any operating and other manuals and all other material obtained by Developer from or through Franchisor used in connection with Developer's duties and rights under this Multi-Unit Development Agreement. Upon the termination of this Multi-Unit Development Agreement, Developer agrees immediately to notify all of its utilities, landlords, creditors and concerned others that Developer is no longer affiliated with the Franchisor and the franchise system, unless Developer remains so by virtue of any validly existing Franchise Agreement or other agreement between the parties. Developer promises not to use any of Franchisor's trade secrets or other proprietary material following the termination of this Multi-Unit Development Agreement, other than as may be allowed by any validly existing Franchise Agreement or other agreement between the parties.

Nothing in the foregoing, or elsewhere in this Multi-Unit Development Agreement, will prevent Developer from retaining Developer's rights pursuant to any validly existing Franchise Agreement. However, if the termination of this Multi-Unit Development Agreement is caused by the violation by Developer of a Franchise Agreement or other agreement between the parties, nothing in this Multi-Unit Development Agreement will reduce or prevent the enforcement of any of Franchisor's rights and remedies under the concerned Franchise Agreement or other agreement.

In addition to the remedies set forth above, Developer agrees that in the event of Developer's default under this Multi-Unit Development Agreement, Franchisor shall have all other remedies available to it at law or in equity which may apply by virtue of Developer's default under this Multi-Unit Development Agreement.

Upon termination of this Multi-Unit Development Agreement for any reason, no payment is due to Developer from any source on account of any goodwill or other equity claimed by Developer arising from Developer's activities pursuant to this Multi-Unit Development Agreement or otherwise.

No fees, charges, or other payment of any kind from Developer to Franchisor are refundable in whole or in part, except as may be set forth elsewhere in this Multi-Unit Development Agreement.

All of the provisions of this Multi-Unit Development Agreement which by their terms or by implication apply following the termination of this Multi-Unit Development Agreement shall survive and shall apply following the termination of this Multi-Unit Development Agreement.

8. <u>Assignment and Right of First Refusal.</u>

(a) Assignment. Any actual or attempted assignment or transfer of Developer's rights under this Multi-Unit Development Agreement, or, in the event Developer is a corporation, partnership, unincorporated association, or other entity, any actual or attempted assignment or transfer of any ownership interest greater than forty-nine percent (49%) of such interest in Developer shall be void and of no effect unless Franchisor has consented thereto in advance in writing, subject also to Franchisor's right of first refusal set forth in Subparagraph 8b. below. Franchisor agrees that it shall not unreasonably withhold any such consent, but such consent may be conditioned upon: (1) approval of any proposed transferee in accordance with such standards the Franchisor then applies in evaluating prospective Developers; (2) payment of all outstanding debts to Franchisor by Developer under this or any other agreements; (3) execution by Developer of a general release of all claims against Franchisor; (4) completion by the proposed assignee of the Franchisor's training program pursuant to the then current Franchise Agreement's requirements; (5) execution by Developer and transferee of all transfer documents as may be required by Franchisor, including the signing by the transferee of the then current forms of the territorial development agreement and franchise agreement; (6) payment by the Developer of a transfer fee of Five Thousand Dollars ($5000.00) to the Franchisor; and (7) delivery of any information required by the rules and regulations of the governmental authorities in the jurisdiction or any applicable governmental requirements to be delivered to the proposed assignee at least ten (10) days prior to any such proposed assignment or the payment of any consideration therefor provided that no assignment or transfer may be made for the purpose of subfranchising or brokering subfranchises.

(b) Right of First Refusal. In the event that Developer has offered to a third party to transfer, assign or sell this Multi-Unit Development Agreement or any interest herein, or to issue or permit the transfer of any equity interest exceeding 49% in Developer, Developer shall notify Franchisor in writing of the terms and conditions of any such transaction, including the interest proposed to be transferred, the purchase price or other consideration, any credit or financing terms being extended by Developer, the date of the proposed transfer, and all other pertinent provisions of the proposed transaction. In addition, a copy of any proposal, contract, agreement, memorandum of sale, deposit receipt, letter of intent, and the like, must also be forwarded to Franchisor as soon as it is signed or received by Franchisor. Following its receipt of all pertinent data and documents concerning the proposed transaction, including any additional data concerning the transaction requested by Franchisor, Franchisor shall have 30 days within which to advise Developer in writing of Franchisor's election to have the interest proposed to be transferred assigned to it on the terms and conditions agreed to by the prospective transferee.

Should Franchisor elect to purchase the interest proposed to be transferred pursuant to this right of first refusal, Developer and Franchisor agree to cooperate to accomplish the transfer as set forth in the provisions submitted to Franchisor by Developer, and that the date for the completion of the transfer may be extended at Franchisor's option for up to 30 days beyond the date originally indicated for completion of the transfer in order to allow for the completion of the transaction in a manner more convenient to Franchisor.

If Franchisor does not elect to purchase the interest proposed to be transferred, Developer may complete the proposed transfer on the terms and conditions set forth in its notice to Franchisor, subject to Franchisor's right to approve the proposed transferee on the terms and conditions set forth under subparagraph 8a. above. If there are any material changes in the terms and conditions of the proposed transfer after Developer notified Franchisor of the proposed transfer, including any changes in the terms and conditions occurring after Franchisor notified Developer of its election not to purchase the interest being transferred pursuant to this right of first refusal, and any of those changes are less favorable to Developer, Developer agrees to notify Franchisor of the changes in writing and Franchisor shall then have an additional period of 10 days within which to elect to purchase the interest proposed to be transferred on the revised terms and conditions. If the proposed transfer is not completed for any reason after Franchisor elects not to purchase the interest being transferred, a new right of first refusal shall commence as to any subsequent proposed sales or transfers by Developer.

9. Proprietary Marks.

Nothing in this Development Agreement, expressed or implied, shall give, or be construed as giving, Developer any rights in or to any of Franchisor's names, trade names, trademarks, service marks, logotypes, or commercial symbols, and Developer shall have no such rights unless specifically granted pursuant to a duly executed Franchise Agreement, and all such rights, if granted shall be subject to the terms thereof.

10. Relationship.

The relationship between the parties is that of independent contractors; no partnership, joint venture, agency or employment is intended and no fiduciary relationship between the parties exists. Developer shall not pledge the Franchisor's credit, nor bind it to any obligation, and Developer shall indemnify and hold the Franchisor harmless from and against all claims, demands, cost and expenses arising out of the operation of Developer's CAPTAIN TONY'S PIZZA & PASTA EMPORIUM franchises. A sign stating the Developer is the owner and operator of Developer's CAPTAIN TONY'S PIZZA & PASTA EMPORIUM franchises shall be prominently displayed on Developer's premises at all times. In all public records and in his relationship with other persons, on stationery, business forms and checks, Developer shall indicate his independent ownership of the franchised business and that he is a Franchisee of Franchisor.

11. Severability.

If any portion or provision of this Agreement shall be determined to be invalid, void or unenforceable, such determination shall not affect any other provision of this Multi-Unit Development Agreement, and such other provisions shall remain in full force and effect.

12. Remedies and Construction.

No delay or omission by either party to exercise any right or remedy hereunder shall impair such right or remedy or any other right or remedy hereunder, or shall be construed to be a waiver of any default or acquiescence thereto. No waiver of any breach or any provision of or default under this Multi-Unit Development Agreement shall be construed as a waiver of any subsequent breach of such provision or subsequent default. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

13. Notices.

Notices served under this Agreement shall be in writing and shall be deemed served when mailed certified mail, return receipt requested to the following:

Franchisor:	Developer:
CAPTAIN TONY'S PIZZA, INC.	______________________________
1742 South Woodland Boulevard, Suite 440	______________________________
Deland, Florida 32720	______________________________
Attn: Michael J. Martella	Attn: ___________________________

or at such other address as either party may from time to time specify in writing to the other.

14. Force Majeure.

In the event that Developer is unable to comply with the Development Schedule due to strike, riot, civil disorder, war, failure to supply, fire, natural catastrophe, or other similar events beyond its control, upon appropriate documentation of same by Developer the Development Schedule and this Multi-Unit Development Agreement shall be deemed to be extended accordingly, but not to exceed ninety (90) days.

15. New Multi-Unit Development Agreement.

If Developer wishes to negotiate a new multi-unit development agreement with Franchisor with respect to further development of CAPTAIN TONY'S PIZZA & PASTA EMPORIUM restaurant in the Area on an exclusive basis, Developer must so advise Franchisor in writing within thirty (30) days after commencement of the last year of the term of this Multi-Unit Development Agreement. Subject to receipt of such notice and so long as this Multi-Unit Development Agreement is in effect and Developer is not and has not been in default hereunder, Franchisor shall negotiate in good faith with the Developer and no other party with respect to the new development agreement for the Area during the remainder of the term of this Multi-Unit Development Agreement.

16. Attorney's Fees and Costs.

In the event that either party hereto shall be required to employ an attorney for the enforcement of any provision of this agreement, with or without suit, the defaulting party agrees to pay the prevailing party's reasonable attorney's fees and costs.

17. Arbitration.

Any controversy or claim arising out of or relating to this Agreement other than: (i) a claim for injunctive relief, or (ii) an alleged material breach by Developer of any obligation to pay Franchisor; shall be settled by binding arbitration in accordance with the rules for commercial arbitration of the American Arbitration Association, and judgement upon the award may be entered in any court having jurisdiction thereof. The arbitration shall be conducted through the American Arbitration office closest to Franchisor's corporate offices in the County of Volusia, State of Florida and shall be conducted by a single arbitrator selected in accordance with the rules and regulations applicable to commercial matters. All provisions of the Florida Code of Civil Procedure relating to discovery in civil lawsuits shall be applicable in the arbitration proceedings. If there are any disputes in matters of public policy, restraint of trade, securities laws violation or any other matter which cannot be the subject of arbitration, those matters shall be separated from all other disputes which other disputes shall first be settled by arbitration. For issues not subject to arbitration or after arbitration, any disputes which cannot be tried by arbitration shall be brought before a court of competent jurisdiction. Should the parties be unable to separate matters which shall be tried by arbitration from those which cannot be tried by arbitration, the allegations and positions of the parties shall be brought before the arbitrator, and his decision regarding the appropriateness for arbitration of the matters in controversy shall be determinative and binding upon the parties.

18. Entire Agreement.

This Multi-Unit Development Agreement constitutes the entire understanding of the parties and shall not be modified except by any agreement executed in writing by both parties.

This Multi-Unit Development Agreement has been executed by the parties on the dates hereinbelow written.

DEVELOPER

Date:__________________________ By:________________________________

Title:_____________________________
CAPTAIN TONY'S PIZZA, INC.

Date:_________________________ By:________________________________

Title:_____________________________

EXHIBIT A

AREA

EXHIBIT B

DEVELOPMENT SCHEDULE

CAPTAIN TONY'S PIZZA, INC.

EXHIBIT "D" TO DISCLOSURE DOCUMENT

LIST OF STATE AGENCIES / AGENTS FOR SERVICE OF PROCESS

EXHIBIT D

LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

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

California

Department of Business Oversight:

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

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

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

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

California's Agent for Service of Process:

California Corporations Commissioner
1515 K Street
Suite 200
Sacramento, California 95814-4052

Hawaii

Securities Examiner
1010 Richard Street
Honolulu, Hawaii 96813
(808) 586-2722

Illinois

Franchise Division
Office of Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

Indiana

State Administrator:
Indiana Secretary of State
Securities Division
Room E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

Indiana's Agent for Service of Process:
Indiana Secretary of State
201 StateHouse
200 West Washington St.
Indianapolis, Indiana 46204

Maryland

State Authority:
Attorney General
Securities Division
200 St. Paul Place, 20th Floor
Baltimore, Maryland 21202
(410) 576-6360

Maryland's Agent for Service of Process:
Maryland Securities Commissioner
200 St. Paul Place, 20th Floor
Baltimore, Maryland 21202-2020

Michigan

Consumer Protection Division
Franchise Unit
Michigan Department of Attorney General
670 G Mennen Williams Building
Lansing, Michigan 48913
(517) 373-1110

Minnesota

Minnesota Department of Commerce
85 East Seventh Place, Suite 500
St. Paul, Minnesota 55101
(651) 296-7107

New York

Bureau of Investor Protection and Securities
New York State Department of Law
120 Broadway, 23rd Floor
New York, New York 10271
(212) 416-8211

Agent for Service of Process:
Secretary of State of the State of New York
162 Washington Street
Albany, New York 11231

North Dakota

Office of Securities Commissioner
600 East Boulevard, Fifth Floor
Bismarck, North Dakota 58505
(701) 328-2910

Oregon

Department of Insurance and Finance
Corporate Securities Section
350 Winter Street N.E., Room 410
Salem, Oregon 97310
(503) 378-4387

Rhode Island

Division of Securities
233 Richmond Street, Suite 232
Providence, Rhode Island 02903
(401) 222-3048

South Dakota

Division of Securities
c/o 118 West Capitol Avenue
Pierre, South Dakota 57501
(605) 773-4013

Virginia

State Corporation Commission
1300 E. Main Street, Ninth Floor
Richmond, Virginia 23219
(804) 371-9051

Agent for Service of Process:

Clerk of the State Corporation Commission of Virginia
P. O. Box 1197
Richmond, Virginia 23209

Washington

Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, Washington 98507-9033
(360) 902-8700

Wisconsin

Department of Financial Institutions
345 West Washington Avenue, 4th Floor
Division of Securities and Franchise
Madison, Wisconsin 53703
(608) 266-3431

Agent for Service of Process:

Commissioner of Securities
345 W. Washington Avenue, 4th Floor
Madison, Wisconsin 53703

CAPTAIN TONY'S PIZZA, INC.

EXHIBIT "E" TO DISCLOSURE DOCUMENT

TABLE OF CONTENTS OF OPERATIONS MANUAL

CAPTAIN TONY'S PIZZA, INC.

OPERATIONS MANUAL TABLE OF CONTENTS

CAPTAIN TONY'S PIZZA, INC.

EXHIBIT "F" TO DISCLOSURE DOCUMENT

EQUIPMENT LIST

CAPTAIN TONY'S PIZZA, INC.
MINIMUM EQUIPMENT LIST

Approximate List Price at the Date of this Disclosure Document; Minimum required equipment for one Unit is as follows:

	Full Service Dine-In Unit	Take-Out and Delivery Unit
Two Lincoln Conveyor Ovens One Impinger I and Impinger III:	$48,000	$28,000
One Dough Mixer 60qt.:	$11,500	$11,500
One Pizza Pre-Table 2-Door:	$ 5,500	$ 5,500
One 2-Door Reach-in Refrigerator:	$ 3,800	$ 3,800
One 2-Door Reach-in Freezer:	$ 3,800	$ 3,800
One 2-Door Sub-table:	$ 4,000	$ 4,000
One 8' x 10' Walk-in Cooler:	$ 8,000	$ 8,000
Dough Sheeter:	$ 4,000	$ 4,000
One 10" Cold-cut Slicer:	$ 1,100	$ 1,100
Computer System:	$15,000	$10,500
Cut and Box Table:	$ 1,000	$ 1,000
Two-Three Work Tables 30" x 60":	$ 750	$ 500
Two Hand-sinks	$ 500	$ 400
One Three Compartment Sink:	$ 750	$ 750
Two 2lb. Portion Control Scales:	$ 100	$ 100

Pizza pans - 50 of each; 9" rounds, 13" rounds, & 16" rounds, 20 sheet pans, 10 of each; 9" x 2" deep dish pans, & 13" x 2" deep dish pans:	$ 1,000	$ 1,000
Smallwares (spoons, ladles, peels, racks, pouches, etc.):	$ 1,300	$ 1,000
Four Shelving Units:	$ 1,000	$ 800
One Microwave Oven:	$ 250	$ 250
Ventilation & Exhaust Fan:	$ 8,000	$ 5,000
One Two-burner (electric or gas) Hot Plate:	$ 300	$ 300
Portable 12" x 20" Steam Table (Electric):	$ 450	$ 450
Four Car Top Signs:	$ 660	$ 660
Dining Room Set-up: Tables, Chairs, China, Glassware:	$20,000	$ -0-
TOTAL:	$140,760	$92,410

23a. FRANCHISE DISCLOSURE DOCUMENT RECEIPT
CAPTAIN TONY'S PIZZA, INC.

THIS DISCLOSURE DOCUMENT SUMMARIZES PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

IF CAPTAIN TONY'S 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 OR SOONER IF REQUIRED BY APPLICABLE STATE LAW.

IF CAPTAIN TONY'S DOES NOT DELIVER THIS DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL LAW AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND THE APPROPRIATE STATE AGENCY LISTED IN EXHIBIT D.

To reach the authorized Seller of the franchise, please contact: Michael J. Martella, 1742 South Woodland Boulevard, Suite 440, Deland, Florida 32720, Telephone: (800) 332-8669.

CAPTAIN TONY'S authorizes the respective state agencies identified on Exhibit D to receive service of process for CAPTAIN TONY'S in the particular state. I have received a Uniform Franchise Disclosure Document issued ___________, 20__. This Disclosure Document included the following Exhibits:

EXHIBIT A -	FINANCIAL STATEMENTS
EXHIBIT B -	FRANCHISE AGREEMENT WITH EXHIBITS
EXHIBIT C-	MULTI-UNIT DEVELOPMENT AGREEMENT
EXHIBIT D -	LIST OF STATE AGENCIES AND ADMINISTRATION
EXHIBIT E -	TABLE OF CONTENTS OF OPERATIONS MANUAL
EXHIBIT F -	EQUIPMENT LIST

____
Date

____

____
Individually

and/or as an officer or partner of:

____

A ____________________________Corporation

By: ______________________________

Title: ______________________________

____

A_________________(general/limited) Partnership

By: ______________________________
General Partner

(FRANCHISEE'S COPY)

23b. FRANCHISE DISCLOSURE DOCUMENT RECEIPT
CAPTAIN TONY'S PIZZA, INC.

THIS DISCLOSURE DOCUMENT SUMMARIZES PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

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____
Date

____

____
Individually

and/or as an officer or partner of:

____

A ______________________Corporation

By: ______________________

Title: ______________________

____

A______________(general/limited) Partnership

By: ______________________
General Partner

(FRANCHISOR'S COPY)