FRANCHISE DISCLOSURE DOCUMENT

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The franchise is for the development and operation of a Cicis® restaurant that offers value-priced pizza, pastas, salads, desserts, and other food items. Cicis restaurants are either primarily dine-in, buffet-style (a "Cicis Buffet Restaurant") or primarily carry-out with either no seating or limited seating (a "Cicis To Go Restaurant").

The total investment necessary to begin operation of a Cicis Buffet Restaurant is $694,965 to $1,038,753. This includes $217,783 to $302,590 that must be paid to franchisor or its affiliates. The total investment necessary to begin operation of a Cicis To Go Restaurant is $242,086 to $438,232. This includes $111,617 to $160,063 that must be paid to franchisor or its affiliates.

The total investment to enter into an area development agreement (with the typical requirement to develop 2 or 3 restaurants) will be in the range of $30,000 to $45,000, all of which is payable to franchisor. This range does not include the cost of developing each Cicis restaurant. See the preceding paragraph for a description of the investment under each franchise agreement.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact On Smile LLC at 13355 Noel Road, Suite 1645, Dallas, TX 75240 (phone: 972-745-4200).

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 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, DC 20580. You can also visit the FTC's home page at *www.ftc.gov* for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Date of Issuance: April 25, 2025

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits E & F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit G includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Cicis Pizza business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Cicis Pizza franchisee?	Item 20 or Exhibits E & F list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this Disclosure Document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement and/or the area development agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement and/or the area development agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement and/or the area development agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement and/or the area development agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement and/or the area development agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out of State Dispute Resolution.** The franchise and development agreements require you to resolve disputes with the franchisor by litigation only in Texas. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the franchisor in Texas than in your home state.

2. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

3. **Mandatory Minimum Payments**. You must make Minimum Cooperative Contribution (if applicable), regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

4. **Supplier Control**. You must purchase all or nearly all of the inventory and supplies necessary to operate your business from Franchisor, its affiliates, or from suppliers that Franchisor designates at prices that the Franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchised business.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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

The franchisor, On Smile LLC, is referred to in this Disclosure Document as "franchisor" or "us." We refer to the entity interested in buying the franchise as "you." If you are not a natural person, your owners will be required to guarantee and assume your obligations under the agreements, so references to "you" will also include your owners. When we refer to "Cicis Restaurants," we are referring to both Cicis Buffet Restaurants and Cicis To Go Restaurants.

The Franchisor and its Agents for Service of Process

We are a limited liability company, formed in Delaware on February 16, 2021. Our principal business address is 13355 Noel Road, Suite 1645, Dallas, TX 75240. Our sole business is to offer, sell and service the franchises described in this Disclosure Document, and we do not offer franchises in any other line of business. We do not conduct business under any names except our legal name and "Cicis" or "Cicis Pizza." We have never operated any other businesses, including the type being franchised, or offered franchises in any other line of business. We began offering franchises for Cicis Restaurants as of May 28, 2021.

Our agent for service of process in our jurisdiction of organization (Delaware) is Corporate Creations Network Inc. having its principal business address at 3411 Silverside Road Tatnall Building Ste 104, New Castle, Wilmington, DE 19810. Please see Exhibit A to this Disclosure Document for a list of the names and addresses of our agents for service of process in other states.

Parents, Predecessors, and Affiliates

We are a wholly owned subsidiary of CiCi Acquisition Company, LLC ("CAC"); CAC is a wholly owned subsidiary of CiCi Enterprises, LP ("CiCi Enterprises"); CiCi Enterprises is a subsidiary of Smiley Slice, LLC ("Smiley Slice"); and Smiley Slice is a subsidiary of Sunil D. Dharod Revocable Trust ("Trust"). CAC, CiCi Enterprises, Smiley Slice and Trust, each share our principal address.

We have no predecessors.

Franchises for Cicis Restaurants, as described in this Disclosure Document, were offered and sold by our indirect parent, CiCi Enterprises, from September 2003 until April 2021. As of the issuance date of this Disclosure Document, CiCi Enterprises is the franchisor under 133 existing Franchise Agreements (as defined below) for Cicis restaurants. As those Franchise Agreements are transferred or renewed, the franchisees execute new form Franchise Agreements with us. Pursuant to a Service Agreement, we perform all of CiCi Enterprises' obligations under Franchise Agreements to which it is a party. CiCi Enterprises has never operated a business similar to what you will operate and has never offered franchises in any other line of business.

Our affiliate, CiCi Services LLC ("CiCi Services") issues Cicis gift cards and maintains the central account for funds attributable to activated gift cards. CiCi Services shares our principal business address. It has never operated a business similar to what you will operate and does not currently offer, and has never offered, franchises in any line of business.

Our affiliate, JMC Restaurant Distribution, LP ("JMC") operates our supply chain and directly or indirectly sells food products, equipment, and other items to affiliate-owned and franchised CiCis

Restaurants. JMC's principal business address is 1080 W. Bethel Road, Coppell, Texas 75019. JMC has never operated a business similar to what you will operate and does not currently offer, and has never offered, franchises in any line of business.

Our affiliate, Yes Caps, LLC ("Yes Caps"), owns the Marks (defined below) and has granted us the right to sublicense to our franchisees the right to use the Marks in accordance with the Franchise Agreements (defined below). Yes Caps shares our principal business address. Yes Caps has never operated a business similar to what you will operate and does not currently offer, and has never offered, franchises in any line of business.

Except as described above, we have no parents, predecessors, or affiliates required to be disclosed in this Item 1.

The Franchise

We offer franchises to develop, own and operate Cicis Restaurants that are identified by and use specified names, trademarks, service marks, commercial symbols, and trade dress (including exterior and interior designs, décor, and color schemes) that we authorize, from time to time (collectively, the "Marks"), and that are developed and operated using specified systems, operating platforms, service methods, products and services, which we and our affiliates may change or update from time to time (collectively, the "System").

Cicis Buffet Restaurants feature an unlimited buffet and an *ala carte* dine-in menu that includes value-priced pizza, pastas, salads, desserts, and other food items. Cicis Buffet Restaurants also provide catering and carry-out services and online delivery through designated online ordering and delivery platforms. Cicis To Go Restaurants offer similar menu items as Cicis Buffet Restaurants except the unlimited buffet but primarily provide those items through take-out, catering and delivery services using designated online ordering and delivery platforms. They typically have no on-premises seating but, depending on their size and location, may include limited seating.

To purchase a franchise for a Cicis Restaurant, you must sign a franchise agreement and related agreements, on our standard forms (together, a "Franchise Agreement"). Our current form of Franchise Agreement is attached to this Disclosure Document as Exhibit B. You and we will agree on whether your Cicis Restaurant will be developed as a Cicis Buffet Restaurant or a Cicis To Go Restaurant, typically based on the location and size of the premises at which the restaurant will be developed. Each Cicis Restaurant is governed by a separate Franchise Agreement.

We also offer to certain qualified entities the right and obligation to acquire multiple franchises for the development and opening of Cicis Restaurants (the "Development Rights") within an agreed upon geographic territory (the "Development Area") and according to an agreed upon schedule (the "Development Schedule"). To acquire the Development Rights, you must sign our form of area development agreement and related agreements, the current forms of which are attached to this Disclosure Document as Exhibit C (the "Area Development Agreement"). You and we will agree on both the Development Area and the Development Schedule before signing, and each will be identified in, the Area Development Agreement. Our typical Area Development Agreement requires development of 2 or 3 Cicis Restaurants, with the final agreed upon number being reflected in the Area Development Agreement you sign. You will sign the Franchise Agreement for the 1st Cicis Restaurant when you sign the Area Development Agreement. For each subsequent Cicis Restaurant you commit to develop, you must sign our then-current form of

Franchise Agreement, which may be materially different than the form we were using when you signed the Area Development Agreement.

Your direct and indirect owners will be required to sign an agreement (the current form of which is attached as Attachment B to the Franchise Agreement and the Area Development Agreement) pursuant to which they each personally assume and guarantee your obligations under the Franchise Agreement and the Area Development Agreement (each a "Guaranty"). If the spouses of your owners are not themselves owners of you, we will require them to sign the Guaranty solely to acknowledge that you are signing it to bind yourself and any marital property. A non-owner spouse is not otherwise obligated under the Guaranty.

Competition

Cicis Restaurants are not seasonal. The market for food services, including the pizza segment of that market, is well-established and highly competitive. There is active price competition among food service businesses, as well as competition for management personnel and for suitable and attractive commercial real estate sites. You must expect to compete with many other businesses offering comparably priced food and beverages, which includes grocery and convenience stores. Competitors may be locally-owned or large regional or national chains.

Industry Specific Regulation

The food service industry is heavily regulated. In addition to laws, rules, and regulations that apply to business generally, food service businesses are regulated by the U.S. Food and Drug Administration, the U.S. Department of Agriculture, other federal agencies, state, and local agencies that administer and enforce laws and regulations that govern aspects such as nutrition labeling of standard menu items, food storage, handling and preparation, and service and restaurant sanitary conditions. State and local agencies inspect food services businesses to ensure that they comply with these laws and regulations. Certain provisions of these laws impose limits on emissions resulting from commercial food preparation. Compensation of restaurant employees (including minimum wage and overtime requirements) is governed by federal, state and local laws. You may need to obtain a liquor license if we require you to sell wine and beer, and you may have liability imposed on you by Dram Shop Laws. There may be other laws applicable to your business. We urge you to make further inquiries about these laws.

ITEM 2
BUSINESS EXPERIENCE

President: Jeff Hetsel

Mr. Hetsel has been our President since May 2021, and holds the same position with JMC since October 2019. He joined CiCi Enterprises in October 2018 and served in various officer-level positions with that entity in Irving, Texas, most recently as President and Chief Operating Officer since December 2019. He was CiCi Enterprises' Chief Development Officer from December 2018 to December 2019, and its Franchise Development Officer from October 2018 to December 2018. Mr. Hetsel also serves as the Manager of Hetsel Holdings LLC in Fort Worth, Texas since March 2014, and as the Project and Acquisition Consultant for Hetsel Consulting Group, LLC in Prosper, Texas since January 2014. Mr. Hetsel works out of our corporate headquarters in Dallas, Texas.

Chief Executive Officer: Sunil Dharod

Mr. Dharod has been our, CAC's, CiCi Enterprises', and Smiley Slice's Chief Executive Officer since September 2022, and he has also been serving as the Chief Executive Officer of our affiliate, SSCP Management, Inc., since March 2011. Mr. Dharod works out of our corporate headquarters in Dallas, Texas.

Chief Operating Officer: Craig Richard

Mr. Richard served has been our Chief Operating Officer since October 2023. Prior to that, he served as our Vice President of Operations from October 2022 to October 2023 and Franchise Business Director from November 2021 to October 2022. From November 2020 to April 2021, Mr. Richard served as Director of Operations for Harp + Cork, Inc., in Orlando, Florida. Mr. Richards was not employed from August 2019 to November 2020 and from April 2021 to November 2021. Mr. Richard works out of our corporate headquarters in Dallas, Texas.

Vice President and Chief Financial Officer: Dan Patel

Mr. Patel has been our Vice President and Chief Financial Officer since May 2021. Since April 2014, Mr. Patel has also been serving as the Chief Financial Officer of our affiliate, SSCP Management, Inc. Mr. Patel works out of our corporate headquarters in Dallas, Texas.

Chief Information Officer: David Roberts

Mr. Roberts has been our Chief Information Officer since May 2021. Mr. Roberts has served in various roles with CiCi Enterprises since October 2018, in Irving, Texas, most recently as Chief Information Officer from January 2020 to May 2021. Mr. Roberts works out of our corporate headquarters in Dallas, Texas.

Chief People Officer: Cheryl D. Green

Ms. Green has been our Chief People Officer since April 2023. Prior to that, she was our Vice President of Human Resources from March 2010 to April 2023. Since April 2000, Ms. Green has also been serving as the Vice President of Human Resources of our affiliate SSCP Management, Inc. Ms. Green works out of our corporate headquarters in Dallas, Texas.

Chief Marketing Officer: Maria Trujillo

Ms. Trujillo has been our Chief Marketing Officer since October 2024. From October 2023 to October 2024, Ms. Trujillo served as our Senior Vice President of Marketing. From October 2022 to September 2023, Ms. Trujillo served as our Vice President of Marketing. From January 2021 to October 2022, Ms. Trujillo served as the Director of Brand Activation for Core-Mark International, in Westlake, Texas. Ms. Trujillo was not employed from March 2020 to January 2021. Ms. Trujillo works out of our corporate headquarters in Dallas, Texas.

Vice President of Development: Tony Bowen

Mr. Bowen has been our Vice President of Development since August 2024. From November 2023 to July 2024, Mr. Bowen served as a consultant for Partners First, LLC, in Lewisville, Texas. From September 2018 to October 2023, Mr. Bowen served as Director of Development for CEC Entertainment, in Irving, Texas. Mr. Bowen works out of our corporate headquarters in Dallas, Texas.

ITEM 3
LITIGATION

GCP Cici's, LLC v. Sunil D. Dharod, as Trustee of The Sunil D. Dharod Revocable Trust, SSCP Management, LLC, and OnWin, LLC, Case No. DC-24-01196, District Court of Dallas County, Texas, filed January 23, 2024 (the "Gala Action"), and *Smiley Slice, LLC and Sunil D. Dharod v. Anand Gala*, Case No. DC-24-03968, District Court of Dallas County, Texas, filed March 12, 2024 (the "Dharod Action"). These are related actions that present disputes by family members, Anand Gala ("Gala") and Sunil Dharod ("Dharod"), arising out of their acquisition and co-ownership of the Cicis Pizza brand. The complaints allege that, following the acquisition of the Cicis Pizza brand, 30% of the ownership of Smiley Slice, the post-acquisition franchisor of the Cicis brand, was held indirectly and controlled by Gala, 70% was held indirectly and controlled by Dharod, and Gala was appointed as Smiley Slice's chief executive officer. The plaintiff in the Gala Action alleges that Gala was not paid for his services as Smiley Slice's chief executive officer and that Dharod used his majority position to, among other things, amend Smiley Slice's operating agreement to require payment by Smiley Slice of an excessive management fee that diluted the value of Smiley Slice and to restrict the members' rights to invest in other restaurant opportunities independently of each other. The plaintiff seeks unspecified damages, injunctive relief and costs based on claims of breach of contract, breach of fiduciary duty, fraud, and civil conspiracy. On March 11, 2024, the defendants in the Gala Action denied the plaintiff's allegations, and Dharod asserted a counterclaim alleging that the plaintiff fraudulently misrepresented that it would present other restaurant investment opportunities to Dharod for potential participation. Dharod seeks actual, consequential and exemplary damages and reimbursement of costs. In the Dharod Action, Smiley Slice and Dharod allege that Gala (i) breached certain fiduciary duties while serving as CEO of Smiley Slice by acquiring other restaurant concepts without presenting the opportunity to Dharod and (ii) committed fraud by nondisclosure by requiring Smiley Slice's President to sign an agreement binding the company to a point-of-sale services contract with a vendor which Gala partially owned. Dharod re-asserted the claims made in its counterclaim in the Gala Action and requested the same damages sought in the counterclaim. On August 13, 2024, the Dharod Action was consolidated with the Gala Action. On November 1, 2024 Gala filed a motion for partial summary judgment which was denied in full. On December 17, 2024 Sunil D. Dharod, as Trustee of The Sunil D. Dharod Revocable Trust, SSCP Management, LLC, and OnWin, LLC filed a separate motion for partial summary judgment which was partially granted as to GCP Cici's claims against Dharod for (1) direct breach of contract under Section 6.12 and 7.1 and (2) civil conspiracy theory. This consolidated action is currently scheduled for a jury trial beginning July 7, 2025.

Sutherland/ Palumbo, LLC v SSCP Management, Inc. et al, Case No. 4:22-cv-00277 (United States District Court, Northern District of Texas).

On April 7, 2022, the plaintiff filed a complaint against the defendants, including SSCP Management, Inc. and Sunil Dharod, seeking damages arising out of a commercial lease. The plaintiff alleged breach of contract, fraud by non-disclosure, civil conspiracy, and violation of the Racketeer Influenced and Corrupt Organizations Act. The plaintiff sought to recover from the defendants actual and exemplary damages, together with fees, costs, and interest. On September 12, 2022, the parties entered into a confidential settlement agreement, and on September 19, 2022, the case was dismissed with prejudice.

Litigation Against Franchisees in the Last Fiscal Year

In 2024, CiCi Enterprises, as the franchisor under Franchise Agreements for Cicis Restaurants, to which it was a party prior to when we commenced offering franchises, initiated the following lawsuits against the franchisees:

Suits for Recovery of Outstanding Payments:

CiCi Enterprises, LP v. Matison Bixby and Sarah Bixby; Case No. DC-24-07340; filed on May 20, 2024 before the 162nd District Court, Dallas County, Texas.

CiCi Enterprises, LP v. Tunde Bankole and Mopelola Bankole; Case No. DC-24-07332; filed on May 20, 2024 before the 193rd District Court, Dallas County, Texas.

Suits to Enforce Post-Termination Obligations of Franchises:

CiCi Enterprises, LP and Yes Caps, LLC v. Pies For You, LLC, Stacy Scherr, Bernard Scherr and Deorios Pizza, LLC, Case No. 3:24-cv-02244-D, filed on September 2, 2024 before the United States District Court, Northern District of Texas.

Other than these actions, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

U.S. Bankruptcy Court, Northern District of Texas (Dallas) Bankruptcy Petition: 21-30146-sgj11: On January 25, 2021, some of our current and former affiliates, namely, Cici's Holdings, Inc., Awesome Acquisition Company, CAC, CiCi Enterprises, CiCi GP, LLC, CiCi Services, JMC GP, LLC, JMC Restaurant Distribution, LP, and Pizza Parent, LLC, filed a voluntary petition under Chapter 11 of the U.S. Bankruptcy Code. All the debtors share our principal business address. On March 3, 2021, the court approved the debtors' and creditors' pre-packaged Plan of Reorganization, and March 10, 2021, CiCi Enterprises emerged from bankruptcy. On July 2, 2021, the bankruptcy cases against all the petitioners except Pizza Parent, LLC were closed. On August 30, 2024, the case was closed against Pizza Parent, LLC.

Other than this action, no bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

All fees described in this Item 5 are uniform for all franchisees and are not refundable under any circumstances. Except for some amounts that are payable to JMC as described below, all other fees described in this Item 5 are payable in a lump sum.

Initial Franchise Fees: When you sign the Franchise Agreement, you must pay us an initial franchise fee of $30,000 for a Cicis Buffet Restaurant and $15,000 for a Cicis To Go Restaurant (subject to reduction under current incentive programs described below). The initial franchise fee is payable in a lump sum and is uniformly imposed (although we reserve the right to negotiate it at our discretion).

Equipment, Inventory and Related Purchases: You must purchase from our affiliate, JMC, the following items that you will need to develop your Cicis Restaurant and to prepare it for opening:

- Initial Inventory: Your initial inventory of special recipe products (which include, among other things, cheese, sauces, dressings, dough ingredient packs, mixes, toppings, meats, flour, icing and specialty sugar) will range from $9,031 to $15,040 depending on the quantity of initial inventory you purchase. The foregoing amount is payable in lump sum upon the issuance of invoice by JMC.
- Smallwares: If you develop a Cicis Buffet Restaurant, the current initial package of smallwares costs $16,000 and is payable in two equal installments. The first installment is due and payable when you place the order and the second installment is payable before the opening of your Cicis Buffet Restaurant.
- Initial Equipment, Furniture, Fixture, Supplies & Décor: If you develop a Cicis Buffet Restaurant, your initial equipment (including the point-of-sale system), fixture, supplies (including beverages), and décor items needed to meet our System Standards (as defined in Item 8 below) will range from $162,752 to $226,000 depending on the size, configuration and condition of the premises at which your Cicis Buffet Restaurant will be developed. If you develop a Cicis To Go Restaurant, the package of these items will range from $87,586 to $114,473, also depending on the size, configuration and condition of the premises. The foregoing amount is payable in two equal installments. The first installment is due and payable when you place the order and the second installment is payable before the opening of your Cicis Restaurant.

Initial Training Fee: We do not charge an initial training fee for the first and second Cicis Restaurants you or your affiliates develop. If, based on your operating history and our assessment of your ability to train your employees for the third and each subsequent Cicis Restaurant you or your affiliates develop, we determine that you and your personnel are required to attend our training program for the third or any subsequent Cicis Restaurant, you will be required to pay us an initial training fee of $2,500. If charged, the initial training fee will be due and payable, in a lump sum, on your execution of the Franchise Agreement.

Inspection Fee: You must pay us the following inspection fee in connection with the development of your Cicis Restaurant:

- Fee for Second On-Site Inspection of Proposed Locations: We may, but are not required to, conduct on-site inspections of the construction of your Cicis Restaurant. If we elect to do so, we will not charge you a fee for inspecting a proposed location for the first time. However, if you choose to pursue a proposed location and we determine that it is appropriate to conduct another on-site inspection, you must pay us an inspection fee, which we estimate will be in the range of $200 to $1,500 (depending on the distance of your location from our corporate headquarters). This amount will be due and payable upon delivery of our invoice.
- Fee for On-Site Construction Inspection: We may, but are not required to, conduct on-site inspections of the construction of your Cicis Restaurant. If we elect to do so, you must pay us a reasonable fee which we estimate will be in the range of $200 to $1,500 (depending on the distance of your location from our corporate headquarters). This amount will be due and payable upon delivery of our invoice.

Expense Reimbursement: You must reimburse us the following expenses we incur in connection with the development of your Cicis Restaurant:

- On-Site Inspection of Proposed Locations: If we conduct an on-site inspection of a proposed location for your Cicis Restaurant, you must reimburse the costs and expenses we incur in doing so, which we estimate will be between $800 and $3,025. This amount is payable upon delivery of our invoice.

- Negotiation of Lease Rider : If your landlord requires changes to our standard lease rider attached to the Franchise Agreement, you will be responsible for the attorneys' fees we incur in connection with review, negotiation, and approval of such amendments. We anticipate such fees to be up to $4,000. This amount is payable upon delivery of our invoice.

- On-Site Construction Inspection: If we conduct on-site inspections of the construction of your Cicis Restaurant, you must reimburse the costs and expenses we incur in doing so, which we estimate will be $800 and $3,025. This amount will be due and payable upon delivery of our invoice.

Development Fee: When you sign an Area Development Agreement, you must pay us a development fee equal to (a) the number of Cicis Restaurants that you agree to open in satisfaction of the Development Schedule, multiplied by (b) $15,000 (subject to reduction under current incentive programs described below). Our typical area development deal would require you to open 2 or 3 Cicis Restaurants, and the development fee would be $30,000 to $45,000. While the development fee is nonrefundable, we will apply it, in $15,000 increments, toward payment of the initial franchise fee that is due as you sign each Franchise Agreement that you are required to sign under the Area Development Agreement.

Current Incentive Programs:

From time to time, we reward franchisees for certain performance through incentive programs that result in lower fees that are required to be paid to us. These programs are voluntary, and if we offer them, we reserve the right to determine how long and under what conditions they will be offered. We reserve the right to suspend or terminate the offer to participate in any incentive program at any time. As of the date of this Disclosure Document, we are offering the following incentive programs:

- Development Incentive Program: If you enter into a new 5-unit Area Development Agreement and remain in good standing under all agreements with us, the initial franchise fee you pay under each Franchise Agreement you sign pursuant to the Area Development Agreement will be reduced to $10,000, and the development fee will be $50,000. We will then apply the development fee, in $10,000 increments, in full satisfaction of the initial franchise fee due under each Franchise Agreement you sign pursuant to the Area Development Agreement. To participate in this program, you must sign and satisfy the conditions under the Development Incentive Program Addendum attached as Exhibit D-1 to this Disclosure Document when you sign the Area Development Agreement or, as applicable, the Franchise Agreement.

- Veteran's Incentive Program: If you or your owners are active members of, or were honorably discharged from, the United States armed forces and remain in good standing under all agreements with us, then we will waive your obligation to pay the development

fee under any new Area Development Agreement and the obligation to pay an initial franchise fee under any new Franchise Agreement. To participate in this program, you must sign and satisfy the conditions under the Veteran's Incentive Program Addendum attached as Exhibit D-2 to this Disclosure Document when you sign the Area Development Agreement or, as applicable, the Franchise Agreement.

- Reopen Incentive Program: Under this program, if you agree to reopen a closed Cicis Restaurant, your initial franchise fee under the new Franchise Agreement for that Cicis Restaurant will be reduced to $5,000. If you qualify for the Reopen Incentive Program, you must sign and satisfy the conditions under the Reopen Incentive Program Addendum in the form attached as Exhibit D-3 to this Disclosure Document when you sign the Franchise Agreement for the applicable Cicis Restaurant.

ITEM 6
OTHER FEES

Type of Fee[(1)]	Amount	Due Date	Remarks
Royalty Fee	5% of Net Sales for a Cicis Buffet Restaurant; 6% of Net Sales for a Cicis To Go Restaurant (subject to reduction for participation in current incentive programs).	The day of the week we specify (currently, Thursday)	See Notes 2, 3, 4, and 5
Non-Compliance Fee	$250 per failure to comply with the Franchise Agreement, plus, your royalty fee will increase by one (1) percentage point until you have cured all deficiencies	On demand, the day after non-compliance occurs	Payable only if you are in default of your obligations under the Franchise Agreement.
Technology and Support Fee	$100 per month	When billed (currently, first day of the month)	The Technology and Support Fee is in addition to all direct out-of-pocket costs you must otherwise incur under the terms of the Franchise Agreement or the Manual to acquire and maintain the required computer system and technology.

Type of Fee[(1)]	Amount	Due Date	Remarks
Fund Contribution	5% of Net Sales (as defined in Note 2)	The day of the week we specify (currently, Thursday)	
Marketing & Promotional Materials	Reasonable cost estimated to be up to $1,500	When billed	If you request, JMC or we will provide you banners, ad slicks, and similar materials that we have developed for use in marketing Cicis Restaurants. We may also debit your bank account to withdraw payments for the cost of promotional materials related to limited time offers that are shipped to you by us or our designees.
Administrative Fee	$1,000 per document	When billed	If you ask us to amend the Franchise Agreement or consent to, prepare or review any other documentation for any transaction for which no specific fee is imposed (including, without limitation, reviewing an exception request and preparing any related agreement), you must pay us an administrative fee. We may, at any time upon notice to you, increase the administrative fee up to $5,000.
Renewal Fee	$7,500, plus reimbursement of our reasonable costs and expenses	On renewal	

Type of Fee[(1)]	Amount	Due Date	Remarks
On- Site Opening Assistance	Estimated to be in the range of $800 to $3,025 (depending on the number of representatives we send to your Cicis Restaurant, the number of days during which we provide on-site opening assistance, and the location of your Cicis Restaurant)	When billed	We do not require you to reimburse us for the cost of providing on-site opening assistance for your and/or your affiliates' first or second Cicis Restaurant. However, for your and/or your affiliates' third or subsequent Cicis Restaurant, we may require you to pay or reimburse us for the expenses we incur to provide such assistance.
Interest	5% per month or the maximum rate allowed by applicable law, whichever is less	On demand	We may charge you interest on all overdue amounts under both the Franchise Agreement between you and us (or our affiliates).
Training for Replacement or Successor Personnel	Up to $2,500 per replacement personnel	If applicable, before training	We have the right to charge a reasonable fee to train any replacement or successor Managing Owner (as defined in Item 15) or Operator (as defined in Item 15), which currently is $2,500 per person. If our trainers have to travel to provide the training, you must also pay for our trainers' airfare, plus other travel-related expenses we incur.
Additional & Remedial Training	We have the right to charge a fee for additional training, not to exceed $250 per day for each day of training that we determine is necessary.	Before training or when billed, at our discretion	Your Managing Owner, Operator, Managers, and other personnel we designate may have to attend additional training programs. Also, if you ask, or if we believe it is appropriate, we will (subject to availability) provide trained representatives to conduct on-site remedial training at your location. If our trainers have to travel to provide the training, you must also pay for our trainers' airfare, plus other travel-related expenses we incur.
Transfer Fee – Franchise Agreement	$7,500, plus our expenses, which we estimate to be between $500 - $1,000	Submitted with transfer application or, in our discretion, paid at closing	

Type of Fee[(1)]	Amount	Due Date	Remarks
Transfer Fee – Area Development Agreement	$7,500, plus our expenses, which we estimate to be between $500 - $1,000	Submitted with transfer application or, in our discretion, paid at closing	
Securities Offering Fee	$3,000 or any greater amount necessary to reimburse us for our reasonable costs and expenses in reviewing the proposed securities offering	When billed	We must give our consent to any private offering of your securities. A public offering of your securities is not permitted.
Inspection Fee	$500 for initial inspection and $750 for each re-inspection, *plus* actual cost of corrective action, including other expenses incurred by us or our designee in connection with any inspection or rectification of deficiencies	On demand	If a quality assurance inspection reveals deficiencies you fail to correct, we may (but need not) correct them for you and charge a fee for our expenses in taking the corrective action (including, without limitation, any necessary re-inspection).
Supplier/Product Testing Fee	Actual cost of inspection (if applicable) and testing cost, estimated to be $500 - $1,000 per vendor/product	When billed	You (or your supplier) may have to pay an independent laboratory or us for the cost of a test on samples of your products and supplies if we have not previously approved the supplier of the item or if the sample fails to conform to our specifications. You must also pay the costs of inspection and testing (including our administrative costs attributable to both) under our supplier approval procedures.

Type of Fee[(1)]	Amount	Due Date	Remarks
Indemnification	Amount of damages suffered	On demand	You must indemnify, defend, and hold us, our affiliates, and our and affiliates' respective owners, directors, managers, officers, employees, agents, successors, and assignees harmless against all third-party claims arising from the development or operation of your Restaurant (or by your employees, or others that arise from your employment practices).
Audit Fee	Cost of audit	When billed	Payable only if we find, after an audit, that you have understated any amount owed to us by more than 3% or if we decide to conduct an audit because of your failure to timely submit the required records or reports.
Insurance Fee	$250, plus actual cost of obtaining the insurance coverage	When billed	If you fail to maintain the required insurance, we have the right, but not the obligation, to obtain it for you. If we do, we will charge you a fee plus the cost of the insurance.
Insufficient Funds Fee	$100 per occurrence	On demand	If a payment does not clear your bank, we charge a service fee of $25, which includes the bank charge. We may draft your account for this fee.
Enforcement Costs	Costs awarded by the applicable court	As incurred	Payable only if you do not comply with the Franchise Agreement or Area Development Agreement, and we are the prevailing party in any relevant litigation.
Post-Termination / Post-Expiration De-identification Costs	Actual cost incurred by us	As incurred	If you fail to de-identify after the franchise terminates or expires, we may make the necessary changes at your expense.
Management Fee	10% of Net Sales, plus costs and expenses	As incurred	If we assume management of your Restaurant upon your or your Manager Owner's death, we may charge you the Management Fee, plus the direct out-of-pocket costs and expenses incurred in the operation of the Restaurant.

Type of Fee[(1)]	Amount	Due Date	Remarks
Lost Revenue Damages	A lump sum amount equal to the net present value of the royalty fees, the marketing fund contributions, and contributions to the local marketing cooperative that would have become due from the last date of regular operations of your Restaurant in compliance with the Franchise Agreement to the earlier of: (a) 104 weeks following the date of termination, or (b) the originally scheduled expiration of the Franchise Agreement term.	On demand	Payable if we terminate the Franchise Agreement because of your breach or if you terminate the Franchise Agreement without cause.
Data Collection Fee	$50 per week, but we may increase this fee up to $100 per week	When billed	If you fail to submit to us, when due, any required information or report, including certificates of insurance and financial statements, we may, after first providing notice and a reasonable opportunity to cure, assess a Data Collection Fee, which we may draft by electronic fund transfer from your authorized bank account. If you fail to submit sales information to us when due, we may immediately assess a Data Collection Fee without notice.
Gift Cards	$0.30 per card and a minimum of 25 cards	When billed	You are required to purchase Cicis gift cards from our affiliate and sell and redeem them.
Lease Compliance Review Fee	Typically, a retainer of $2,000 (maximum $495 an hour)	When billed	You must pay for our approved attorney to conduct a compliance review of your lease and any modification, amendment or renewal.

Type of Fee[(1)]	Amount	Due Date	Remarks
Cost of Updating Cicis Approved POS System	$1,200 annually	When billed	Your total cost of updating Cicis Approved POS System will be approximately $3,000 to $4,800, annually, of which $1,200 shall be payable to us or our affiliates

Notes:

(1) Except as noted in the preceding chart, all fees and expenses described in this Item 6 are uniformly imposed, are non-refundable, and are imposed by and payable to us.

(2) "Net Sales" means all sales, revenues, charges and receipts received by you from your Cicis Restaurant or attributed to your Cicis Restaurant, including all revenue that is generated from the operation of any video game machines (including bulk machines) located at your Cicis Restaurant, whether from cash, check, credit or debit card, gift cards, barter exchange, trade credit or other credit transactions, but excludes (i) Sales Tax (as defined below), (ii) any refunds made for your customers, and (iii) receipts from the sale of products from vending machines located at your Cicis Restaurant. Net Sales also includes all insurance proceeds you receive to replace revenue that you lose from the interruption of your Cicis Restaurant due to a casualty or other event covered by business interruption or similar insurance coverage. "**Sales Tax**" means all taxes collected directly from customers, based upon present or future Law, collected by you in the operation of your Cicis Restaurant, and any other tax, excise, or duty which is levied or assessed against you by any federal, state, municipal, or local authority, based on sales of specific merchandise sold at or from your Cicis Restaurant, provided that such taxes are actually transmitted to the appropriate taxing authority. We may authorize certain other items to be excluded from Net Sales. We may, in our discretion, revoke or withdraw any such permission at any time.

(3) Under the current incentive programs described in Item 5 above, the Royalty Fee is reduced as follows:

- Development Incentive Program: 3% of the Net Sales until the 1st anniversary of the Restaurant's opening date.
- Veteran's Incentive Program: 3% of the Net Sales until the 1st anniversary of the Restaurant's opening date, and 4% of the Net Sales from the day following the 1st anniversary of its opening date until the second anniversary of its opening date.
- Reopen Incentive Program: 3% of the Net Sales until the 1st anniversary of the effective date of the applicable Franchise Agreement; and 4% of the Net Sales from the day following the 1st anniversary of the effective date of the applicable Franchise Agreement until the 2nd anniversary of the effective date of the applicable Franchise Agreement.
- Underperforming Incentive Program: 2% of the Net Sales until the 1st anniversary of the effective date of the applicable Franchise Agreement; 3% of the Net Sales until the 2nd anniversary; and the standard Royalty Fee, as provided in applicable Franchise Agreement, for the remainder of the Term.

If you fail to be in good standing under all agreements with us during the Royalty Fee reduction period, the Royalty Fee reduction will automatically, and without any further notice, be null and void, and the Royalty Fee will thereafter be calculated as described in the applicable Franchise

Agreement without regard to the Royalty Fee reduction provision of the applicable incentive program addendum.

(4) If you serve alcohol products and the applicable prohibits or restricts payment or collection of Royalty Fee or other amounts based on Net Sales derived from the sale of such products, then we and you shall enter into an amendment to Franchise Agreement to modify your payment obligations in order to provide the same basic economic effect to both us and you as provided in the Franchise Agreement.

(5) If we determine that you are not in compliance with your obligations under the Franchise Agreement, your Royalty Fee will be increased by one (1) percentage point until we determine that you have cured all your deficiencies.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT FOR A CICIS BUFFET RESTAURANT

Type of Expenditure (Note 1)	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee (Note 2)	$30,000	Lump sum	On Execution	Us
Leasehold Improvements (Note 3)	$325,080 - $348,725	As arranged	As invoiced	Landlord / Third-Party Suppliers
Equipment and Supplies for Game Room (Note 4)	$80,000 - $250,000	As arranged	As invoiced	Third-Party Suppliers
Impact Fees (Note 5)	$0 - $20,000	As arranged	As assessed	Local Authorities
Equipment, Furniture and Fixtures (Note 6)	$163,752 – $217,000	Lump sum or as arranged	As invoiced	Our Affiliate / Third-Party Suppliers
Signage and Graphics (Note 7)	$11,464 – $19,600	Lump sum	As invoiced	Third-Party Suppliers
Insurance (Note 8)	$500 - $2,000	As arranged	As invoiced	Third-Party Suppliers
Business Licenses (Note 9)	$1,000 - $4,000	As arranged	As invoiced	Third-Party Suppliers
Opening Inventory/ Supplies (Note 10)	$28,419 - $34,428	Lump sum or as arranged	As invoiced	Our Affiliate / Third-Party Suppliers
Promotional Expenses (Note 11)	$10,000 - $15,000	As arranged	As incurred	Third-Party Suppliers
Training Costs (Note 12)	$10,750 - $36,000	As arranged	As needed	Third-Party Suppliers / Employees / Us
Deposits and other Pre-Opening Costs (Note 13)	$9,000 - $17,000	As arranged	As invoiced	Third-Party Suppliers
Additional Funds (3 months)	$25,000 - $45,000	As arranged	As invoiced	Third-Party Suppliers

Type of Expenditure (Note 1)	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
TOTALS	$694,965 - $1,038,753			

YOUR ESTIMATED INITIAL INVESTMENT
FOR A CICIS TO GO RESTAURANT

Type of Expenditure (Note 1)	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee (Note 2)	$15,000	Lump sum	On Execution	Us
Leasehold Improvements (Note 3)	$76,600 - $183,725	As arranged	As invoiced	Landlord / Suppliers
Impact Fees (Note 5)	$0 - $5,000	As arranged	As assessed	Local Authorities
Equipment Furniture and Fixtures (Note 6)	$87,586 - $114,473	Lump sum or as arranged	As invoiced	JMC / Suppliers
Signage and Graphics (Note 7)	$5,000 - $10,000	Lump sum	As invoiced	Third-Party Suppliers
Insurance (Note 8)	$375 - $2,000	As arranged	As invoiced	Third-Party Suppliers
Business Licenses (Note 9)	$1,000 - $3,000	As arranged	As invoiced	Third-Party Suppliers
Opening Inventory/ Supplies (Note 10)	$21,025 - $27,034	Lump sum	As incurred	JMC / Suppliers
Promotional Expenses (Note 11)	$10,000 - $15,000	As arranged	As incurred	Third-Party Suppliers
Training Costs (Note 12)	$7,500 - $29,000	As arranged	As incurred	Third-Party Suppliers / Employees /Us
Deposits and other Pre-Opening Costs (Note 13)	$8,000 - $19,000	As arranged	As invoiced	Third-Party Suppliers
Additional Funds (3 months) (Note 14)	$10,000 - $15,000	As arranged	As invoiced	Third-Party Suppliers
TOTALS	$242,086 - $438,232			

Notes to the 2 preceding charts:

1. All fees payable to us and our affiliates are not refundable. Whether any of the other payments are refundable will depend on the arrangement between you and the supplier.

2. If a Franchise Agreement is signed pursuant to an Area Development Agreement, we will apply the development fee, in increments of $15,000 ($10,000 if you participate in the Development Incentive Program), toward the payment of initial franchise fees. Your initial

franchise fee will be reduced to (i) $5,000 under the Franchise Agreements executed pursuant to the Reopen Incentive Program; (ii) $10,000 under the Franchise Agreements executed pursuant to the Development Incentive Program; and (iii) $0 under the Franchise Agreements executed pursuant to the Veteran's Incentive Program.

3. Cicis Restaurants are typically located in commercially zoned shopping areas. Due to the cost of land acquisition and new construction, the premises are normally leased. These amounts assume that you will lease the premises for the Location and do not include costs of land acquisition and construction of a building. If you purchase land and construct the Location, the initial cost will be significantly greater than these estimates. Due to the highly variable nature of these costs, we cannot provide an estimate of the cost to acquire land and construct a new building. The estimates provided are based on the cost of adapting our prototypical architectural plans for the finish-out of a Cicis Buffet Restaurant containing approximately 3,000 to 6,000 square feet and a Cicis To Go Restaurant containing approximately 1,000 to 1,500 square feet. The leasehold improvement ranges will be affected by various factors like the location of the Cicis Restaurant and local market conditions. The estimates assume that the landlord will provide connections to adequate electrical, gas, water, and sewage service. Your actual costs may or may not include site preparation, demising walls, and utility extensions, depending on the arrangements you negotiate with your landlord. Some landlords are willing to contribute toward the cost of finish-out, which may reduce the overall leasehold improvement costs, but is not included in the chart above because, if offered, the terms will vary widely. This range includes (i) fee for second or subsequent on-site inspection of proposed site for your Cicis Restaurant, which will be in the range of $200 to $1,500; (ii) fee for the on-site construction inspection fee, which will be in range of $200 to $1,500; (iii) reimbursement to us of an estimated amount of $1,500 to $3,025 in cost that we may incur to conduct an on-site inspection of your Cicis Restaurant location before we approve it, (iv) reimbursement to us of an estimated amount of 1,500 to $3,025 in cost should we conduct an on-site inspection of the construction of your Cicis Restaurant, (iii) reimbursement to us of an estimated amount of 1,500 to $3,025 in cost that we may incur if we provide on-site training assistance for your third and subsequent restaurant. (See items 5 and 6).

4. This is the estimated cost of buying all the equipment and supplies for setting up a game room, including, the software licenses for the video games. The initial cost of setting up a game room could be lower than this estimate if you lease the equipment and supplies; however, we strongly recommend buying the equipment and supplies, and not leasing them. Regardless of whether you purchase or lease the equipment and supplies for the game room, all the revenue generated from the operation of the game room (without any deduction for amounts that you may to third-parties as license fee, lease rental, or otherwise) will be added to the Net Sales of your Cicis Restaurant for the purpose of calculating the Royalty Fee.

5. The impact fees in some areas may substantially exceed $10,000 for a Cicis Buffet Restaurant ($5,000 for a Cicis To Go Restaurant). Impact fees are assessed by certain jurisdictions based on a predetermined formula established by the jurisdiction. Impact fees are generally based on the expected impact of the Location on the infrastructure around the Location, including traffic infrastructure and water and sewer systems.

6. The amounts for Cicis Buffet Restaurants include the cost of the furniture, fixtures, equipment, including 2 ovens; decor items; and the cost of the Cicis Approved POS System, including training, installation, and payment of the Cicis System and Services Fee. The amounts for Cicis To Go Restaurants include the cost of the furniture, fixtures, equipment, including 2 ovens (this estimate is based on new equipment only); and decor items, and the cost of the Cicis

Approved POS System, including training, installation, and payment of the Cicis System and Services Fee. Of the amount shown, $162,752 to $217,000 for a Cicis Buffet Restaurant and $87,586 to $114,473 for a Cicis To Go Restaurant will be paid to our affiliate, JMC (See Item 5).

7. These amounts represent your cost for interior and exterior signage. The actual cost of signage will depend on the size and number of signs, the location of the Cicis Restaurant, and market conditions.

8. This amount represents an estimate of your insurance premiums for 3 months. You must obtain the insurance coverage described in the Franchise Agreement. Your cost of insurance may depend on the insurer, the location of the Cicis Restaurant, the value of the equipment and improvements, and your claims history. See Item 11 for a description of our current insurance requirement.

9. This amount represents estimated health and various operating licenses required at the local, regional, and state level.

10. This includes the cost of smallwares package (for Cicis Buffet Restaurants) and food, beverages, condiments, and supplies for approximately the first 7 to 10 days of operations. This range includes (i) $16,000 that is payable to our affiliate, JMC, for smallwares, and (ii) $9,031 to $15,040 that is payable to our affiliate, JMC, for initial inventory (See Item 5).

11. You must carry out a grand opening promotion for your Cicis Restaurant in compliance with our written specifications. You may be reimbursed for expenses you incurred and paid in executing the grand opening promotion (less salaries and benefits paid to your owners or employees), if any, up to the amount of the Renewal Fee you paid, if you sign and satisfy the conditions under the Underperforming Incentive Program Addendum, attached as Exhibit D-4 to this Disclosure Document

12. This includes $2,500 of training fee you may be required to pay us (See Item 5).

13. This includes the costs of legal fees and architectural and/or engineering plans as well as the costs of prepaid rent, a lease deposit, utility deposits, and up to $4,000 in expense reimbursement to us for lease review (See Item 5). The prepaid rent and the lease deposit are estimated to be one month of rent charges.

14. In addition to the initial franchise fee and other initial costs, you will need additional funds to operate your Location during the start-up phase of the business. These funds will be used, among other things, to train your crew, compensate for higher than normal food and labor costs during the start-up phase, and provide general working capital. These amounts do not include any estimates for debt service and related closing costs or for payment of a Managing Owner's or Operator's salary during pre-opening. We estimate the start-up phase to be 3 months from the date the Location opens for business. You may also have to pay the Royalty Fee, advertising, and other related fees described in Item 6 of this Disclosure Document. These figures are estimates, and we cannot assure you that you will not have additional expenses starting the Location. You should calculate your estimated expenses for these items based on the anticipated costs in your market and consider whether you will need additional cash reserves.

We relied on our affiliates' experience in developing and operating Cicis Restaurants to compile these estimates. Neither we nor our affiliates offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing depend on the availability of financing generally, your creditworthiness and collateral, and lending policies of financial

institutions. The estimate does not include any finance charge, interest, or debt service obligation. We encourage you to review the estimates with your business advisors.

YOUR ESTIMATED INITIAL INVESTMENT

(AREA DEVELOPMENT AGREEMENT)

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Development Fee for Multiple Restaurants [1]	$30,000 - $45,000	Lump Sum	On Execution	Us
TOTAL ESTIMATED INITIAL INVESTMENT	$30,000 - $45,000			

NOTES:

1. The actual amount of the development fee will depend on the number of Cicis Restaurants you agree to develop under the Area Development Agreement. For a typical opening commitment of 2 or 3 Cicis Restaurants, the Development Fee will be $15,000 multiplied by the number of Cicis Restaurants you agree to open (i.e. $30,000 to $45,000). We will apply the development fee, in increments of $15,000 toward the payment of initial franchise fees due as Franchise Agreements are executed.

2. Under the current incentive programs described in Item 5 above, if you enter into a new 5-unit Area Development Agreement and remain in good standing under all agreements with us, the Development Fee will be $10,000 multiplied by the number of Cicis Restaurants you agree to open i.e. $10,000 x 5 = $50,00. We will apply the development fee, in increments of $10,000 toward the payment of initial franchise fees due as Franchise Agreements are executed.

3. For each Restaurant that you develop pursuant to the terms of an Area Development Agreement, you must execute an individual Franchise Agreement, and incur the costs associated with developing a Restaurant under the terms of that Franchise Agreement, as shown in the 1st chart in this Item 7.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Standards and Specifications: In order to maintain the quality and uniformity of all food products, menu items, ingredients, services, products, materials, forms, items, supplies, fixtures, furnishings and equipment utilized in or by Cicis Restaurants, we may, at our discretion, issue certain mandatory standards, specifications, operating procedures and rules (the "System Standards"). You must strictly comply with all System Standards. In constructing and operating the Restaurant, you must use only those types of food and beverage items, condiments, construction and decorative materials, fixtures, equipment, furniture and signs and other products and services ("Operating Assets") that we have approved according to our System Standards for appearance, function and performance. We will not issue to you or to our approved suppliers (except as we deem necessary for purposes of production) the System Standards for proprietary Operating Assets. We will otherwise communicate our System Standards and the approved Operating Assets to you in the

prototype architectural plans for a Cicis Restaurant, in the Operations Manual and otherwise in writing.

Approved or Designated Suppliers; Restricted Purchases: To further facilitate consistency and quality among Cicis Restaurants and our ability to leverage volume purchasing power, we may approve or designate vendors and suppliers for some or all the Operating Assets. We are not approved suppliers of any Operating Asset but as noted in Item 5 above, our affiliate, JMC, is the sole approved supplier of certain items that you will use in the development and operation of your Cicis Restaurant. You will be required to participate in our gift and loyalty card programs that are currently conducted by and through our affiliate, CiCi Services. We will provide a list of approved and designated suppliers in the Operations Manuals or otherwise in writing.

We have designated third-party suppliers for the following Operating Assets and you must purchase such goods and services from those suppliers: food and beverage products; the initial restaurant equipment, furniture, fixture, supplies & décor package; smallwares; branded merchandise; the point-of-sale system; digital menu boards; game room card readers; computer system and other technology infrastructure requirements; vehicles for delivery; third-party delivery service providers; construction contractor; marketing materials; and insurance.

The total amount of required purchases of goods and services by franchisees constitute 90% to 95% of the total cost incurred by you in establishing your Cicis Restaurant and 90% to 95% of the total cost incurred by you in operating your Cicis Restaurant.

Insurance: Before your Cicis Restaurant opens for business and throughout its operation, you must secure and maintain the insurance coverage required by us, which includes the following:

(1) Commercial General Liability Insurance, personal injury, advertising injury, completed operations, products liability, and fire damage coverage, in the amount of $1,000,000 per occurrence limit with a $2,000,000 general aggregate and a $2,000,000 product aggregate limit; fire legal liability of $50,000, and a premises medical limit of $2,500.

(2) "All Risks" coverage for the full cost of replacement of your Cicis Restaurant premises and all other property in which we may have an interest and business income insurance in an amount sufficient to cover continuing obligations to us in the event of a covered loss.

(3) Automobile liability coverage, including coverage of owned, non-owned, and hired vehicles, with coverage in amounts not less than $1,000,000 combined single limit.

(4) An "umbrella" policy providing excess coverage of the automobile liability, general liability, and employers liability policies with limits of not less than $1,000,000.

(5) Worker's compensation insurance to provide statutory coverage in the applicable state, and employers liability coverage with limits of $500,000/$500,000/$500,000 or, if permissible under applicable law, any legally appropriate alternative, provided that you (i) maintain an excess indemnity or "umbrella" policy covering employer's liability and a medical/disability policy covering medical expenses for on-the-job accidents, which policy or policies will be written by a responsible carrier meeting the requirements set forth above and which will contain such coverage amounts as you and we mutually agree upon and (ii) conduct

and maintain a risk management and safety program for your employees that you and we mutually agree is appropriate.

(6) Cyber insurance policy with a coverage of $500,000 per occurrence and $500,000 in aggregate.

(7) Liquor liability/dram shop insurance policy with a coverage of $1,000,000 per occurrence and $2,000,000 in aggregate, if you sell alcoholic beverages.

(8) Such other insurance as may be required by the landlord of the premises and by the state or locality in which the Restaurant is located and operated.

You must obtain coverage from responsible carriers rated "A VII" or better by the A.M. Best Company, Inc. and who are reasonably acceptable to us. You must keep this coverage in effect during the term of the Franchise Agreement. You may elect reasonable deductibles. All of the policies must name us, our affiliates and the officers, directors, shareholders, partners, agents, representatives, and employees of each of them, as additional insureds and must include a waiver of subrogation in favor of all those parties. Policies must provide the additional insureds a 30-day advance notice in the event of policy cancellation. We may change the types of insurance and coverage amounts you are required to obtain in our sole discretion.

Supplier Approval Procedure

We must approve any supplier in writing before you purchase any Operating Asset from such supplier. Our grant or denial of approval to use a particular supplier is based in part on our determination of whether the supplier and its products meet or exceed our strict specifications and standards for reliability. We will not be required to consider an alternative to any supplier that we have designated as the sole supplier of a particular product or service. With that exception, if you wish to purchase, lease, or use any Operating Asset from a supplier we have not approved, you must submit a written request for approval, or must ask the supplier to do so. You must permit our representatives to inspect the supplier's facilities and that samples from the supplier be delivered to us or to an independent laboratory for testing. You or the supplier must pay the cost of the inspection and the cost of the test. This procedure does not obligate us to approve any particular supplier. We will notify you of our approval or disapproval of any proposed supplier within 15 days after we complete our inspection and evaluation process. We reserve the right to re-inspect the facilities and products of any approved supplier and to revoke our approval if the supplier fails to continue to meet our standards. We may revoke our approval of any supplier at any time and may designate ourselves, our affiliate, or a third party as the exclusive source for any particular item. We do not provide our criteria for approving the suppliers to our franchisees.

Our affiliate, JMC, supplies certain products and services to our franchisees. Some of our officers have an indirect ownership interest in JMC because of their ownership interest in our common parent company. Otherwise, none of our officers owns an interest in any privately held suppliers or a material interest in any publicly held supplier to the franchise system. Our officers may own non-material interests in publicly held companies that may be suppliers to our franchise system.

Purchasing Arrangements & Rebates

We and our affiliates may profit or derive revenue or other benefits from your purchases from approved or designated suppliers, and we and/or our affiliates may receive payments, fees, commissions, or reimbursements from approved or designated suppliers in respect of your purchases. If we do, neither we nor our affiliates will be obligated to spend funds received from approved suppliers nor will we or they be bound to spend such funds in any particular manner or for any particular purpose (unless provided in the agreement with the approved supplier). We receive vendor rebates in the range of $0.10 to $26 per unit purchased from food and supplies vendors based on franchisee purchases of Operating Assets. We or our affiliates may negotiate purchase arrangements, including prices and terms, with designated and approved suppliers on behalf of Cicis Restaurants.

During the 2024 fiscal year, we did not receive any revenue from the sale or lease of goods and services to our franchisees; however, (i) we received rebates amounting to $9,752,184 from our designated suppliers, representing 22.92% of our total revenue of $42,546,700 for that fiscal year; and (ii) JMC received $108,660,523 from the sale or lease of products or services to franchisees.

As of the date of this Disclosure Document, you do not have to participate in any purchasing or distribution cooperative. We do not provide material benefits to franchisees based on their purchase of particular products or services or use of particular suppliers.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement, Development Agreement, and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in Agreement	Disclosure Document item
a. Site selection and acquisition/lease	Franchise Agreement – Section 1.B.	Items 8 and 11
	Area Development Agreement – Section 2.D.	
b. Pre-opening purchases/leases	Franchise Agreement – Section 6	Items 5, 6, 7, 8, 9, and 11
	Area Development Agreement – N/A	
c. Site development and other pre-opening requirements	Franchise Agreement - Sections 2, 5.D., 5.E., and 5.F.	Items 7, 8, and 11
	Area Development Agreement – N/A	

Obligation	Section in Agreement	Disclosure Document item
d. Initial and ongoing training	Franchise Agreement - Sections 4.B. and 5.F. Area Development Agreement – N/A	Items 6 and 11
e. Opening	Franchise Agreement - Section 2.C. Area Development Agreement – Section 2	Items 7 and 11
f. Fees	Franchise Agreement – Section 4 and Reopen Incentive Addendum, Underperforming Incentive Addendum, Development Incentive Addendum, and Veteran's Incentive Addendum Area Development Agreement – Section 3, Development Incentive Addendum, and Veteran's Incentive Addendum	Items 5, 6, 7, 8, and 11
g. Compliance with standards and policies/Operating Manual	Franchise Agreement - Section 6 Area Development Agreement – N/A	Items 8, 11, 14, and 16
h. Trademarks and proprietary information	Franchise Agreement - Section 8 Area Development Agreement – N/A	Items 11, 13, and 14
i. Restrictions on products/services offered	Franchise Agreement - Sections 6.D, 6.E., and 6.F. Area Development Agreement – N/A	Items 8 and 16
j. Warranty and customer service requirements	Franchise Agreement - Section 6.D. and 6.F. Area Development Agreement – N/A	Item 8
k. Territorial development and sales quotas	Franchise Agreement – N/A Area Development Agreement - Section 2	Item 12
l. Ongoing product/service purchases	Franchise Agreement – Section 6 Area Development Agreement – N/A	Item 8
m. Maintenance, appearance and remodeling requirements	Franchise Agreement - Sections 2, 6.A. and 6.B., and Reopen Incentive Addendum Area Development Agreement – N/A	Items 8, 11, 16, and 17
n. Insurance	Franchise Agreement – Section 11	Items 7 and 8

Obligation	Section in Agreement	Disclosure Document item
	Area Development Agreement – N/A	
o. Advertising	Franchise Agreement – Section 7	Items 6, 8, and 11
	Area Development Agreement – N/A	
p. Indemnification	Franchise Agreement – Section 14	Item 6
	Area Development Agreement – Section 8.B.	
q. Owner's participation/management/staffing	Franchise Agreement – Sections 5.C., 5.D. and 5.E.	Items 1, 11, and 15
	Area Development Agreement – Section 1.B.	
r. Records and reports	Franchise Agreement – Section 10	Item 6
	Area Development Agreement – Section 4	
s. Inspections and audits	Franchise Agreement –Sections 1.B., 2.B., 6.F., and 10.C.	Items 6, 8, and 11
	Area Development Agreement – N/A	
t. Transfer	Franchise Agreement – Section 13	Items 6 and 17
	Area Development Agreement – Section 5	
u. Renewal (or Extension of Rights)	Franchise Agreement – Section 3.B. of Franchise Agreement	Items 6 and 17
	Area Development Agreement – N/A	
v. Post-termination obligations	Franchise Agreement - Section 16	Items 6 and 17
	Area Development Agreement – Section 7	
w. Noncompetition covenants	Franchise Agreement - Sections 9.C. and 16.H.	Item 17
	Area Development Agreement -N/A	
x. Dispute resolution	Franchise Agreement - Section 17.E., 17.F., and 17.G.	Items 6 and 17
	Area Development Agreement – Section 9	
y. Guarantee	Franchise Agreement – Attachment B	

Obligation	Section in Agreement	Disclosure Document item
	Area Development Agreement – Attachment B	Special Risk sheet, Items 1 and 15

ITEM 10
FINANCING

We do not offer direct or indirect financing, and we do not guarantee your notes, leases, or other obligations.

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

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Obligations under the Franchise Agreement

Before you open your Cicis Restaurant, we will:

1. Review and, at our discretion, accept the proposed site for your Cicis Restaurant. Our determination to accept or not accept a site may be based on various criteria (such as demographics, proposed rental rates, neighborhood and nearby business counts and characteristics, nearby residential populations, traffic count, accessibility, parking, visibility, signage, and competition) which may change in our discretion. We typically accept or reject the proposed site within 30 days of your providing us all required information. It is your responsibility to secure our approval of the proposed site for your Cicis Restaurant within 120 days following the execution of the Franchise Agreement, and if you fail to do so we may terminate the Franchise Agreement. We do not lease Cicis Restaurant premises to our franchisees. (Franchise Agreement, Section 1.B.)

2. Provide one on-site evaluation at your request or additional on-site evaluations we believe are necessary for site approval. (Franchise Agreement, Section 2.B.)

3. Review and accept, in our discretion, any proposed modification to the lease rider for the location of your Cicis Restaurant (Franchise Agreement, Section 2.A.)

4. Loan you a set of prototypical architectural and design plans and specifications for your Location. You must adapt these plans at your expense for construction of the Location. (Franchise Agreement, Section 2.B.)

5. Provide on-site inspections we believe are necessary to evaluate progress of construction or remodeling, and we have the right to require you to pay us a reasonable fee for such on-site inspections and to pay or reimburse us for expenses we incur, such as the cost of travel, lodging, and meals. (Franchise Agreement, Section 2.B.)

6. Provide the names of our designated suppliers and a list of all Operating Assets. We do not directly provide, deliver, or install any Operating Assets to our franchisees. (Franchise Agreement, Sections 6.C., 6.D., 6.E.)

7. Provide you access to the Manuals. We have the right to revise the contents of the Manuals at any time. (Franchise Agreement, Section 6.C)

8. Provide marketing and promotional materials we develop for local marketing at a reasonable cost to you. We have the right to review and approve all marketing and promotional materials that you propose to use. (Franchise Agreement, Section 6.D.)

9. Provide an initial training program for your Managing Owner, Operator, General Manager, and Assistant Managers. (Franchise Agreement, Sections 5.E. and 5.F.**)**

Our Pre-Opening Obligations – Area Development Agreement

After you sign an Area Development Agreement, but before you open a Cicis Restaurant, we or our affiliates will provide you the following assistance:

1. Grant you a Development Area. (Area Development Agreement, Sections 2.A)

Typical Length of Time Before You Open Your Location

Under the Franchise Agreement, you must open your Cicis Restaurant and commence business within 365 days following the date on which you sign the Franchise Agreement. The typical length of time to open (i) a Cicis Buffet Restaurant is 9 – 10 months after execution of the Franchise Agreement, and (ii) a Cicis To Go Restaurant is 8 – 10 months after execution of the Franchise Agreement. The length of time to open your Cicis Restaurant will depend on factors such as your ability to obtain a lease, building permits, weather conditions, shortages or delayed installation of equipment, signs or other fixtures, labor shortage, etc.

You must commence your business under the Area Development Agreement immediately upon its execution.

Continuing Obligations – Under Franchise Agreement

During the operation of your Location, we will:

1. Provide marketing and promotional materials we develop for local marketing, at a reasonable cost to you. We have the right to review and approve all marketing and promotional materials that you propose to use. (Franchise Agreement, Section 6.D.)

2. Provide you our System Standards and other suggested standards, specifications and procedures for operating the Restaurants. (Franchise Agreement, Section 6)

3. Provide additional training programs, seminars and other related activities (Franchise Agreement, Sections 5.F.)

4. Administer the Cicis marketing fund. (Franchise Agreement, Section 7.C.)

We may designate minimum or maximum prices at which you must sell your products if we elect, and are permitted by applicable law, to do so. (Franchise Agreement, Section 7.H)

Continuing Obligations – Under Area Development Agreement

1. Review sites you propose for the development of the Restaurant and, at our discretion, accept the proposed site and execute our then-current form of Franchise Agreement with you and your approved affiliate (Area Development Agreement, Sections 2.D and Section 2.E.)

Marketing

Our Marketing Obligations

Except as described in this Item 11, we have no obligation to conduct any marketing for the System.

Marketing and Promotional Programs

You must participate in all marketing and sales promotion programs that we establish, at your expense. We may auto ship to you all products required for any mandatory limited time offer ("LTO") promotional program. Cicis To Go Restaurants may not be required to participate in certain national promotions as determined by us. We maintain a website that provides information about the System and the products that Cicis Restaurants provide ("Cicis Website").

Marketing Fund

You will be required to contribute 5% of your Cicis Restaurant's Net Sales to a marketing fund for the purpose of promoting the Cicis Restaurants, the System (and any aspect thereof), and the Marks generally and to develop tools and technology to advance that objective (the "**Fund**"). Cicis Restaurants owed by our affiliates also contribute to the Fund at the same rate as our franchisees.

Prior to the date of this Disclosure Document, the Fund was administered by our affiliate, CiCi Enterprises. We currently administer the Fund and have sole discretion to approve the creative concepts, advertising, marketing materials and media used in the programs and their creation, development, placement and allocation. We may use the Fund to satisfy the costs of planning, maintaining, administering, directing, preparing and placing marketing. This includes all associated costs of development, production and placement of marketing, which may include but are not limited to traditional and non-traditional advertising and media placement, product innovation, consumer research, consumer and operational testing for the purpose of marketing programs and other departmental costs, including personnel and associated compensation for marketing that we administer, incur, or prepare on behalf of the Fund, including Cicis Website-related costs. We may, in our discretion, keep your contributions to the Fund in a separate account but will, in any event, account for them separately from our general operating funds. We will not use the Fund to pay any of our general operating expenses, except for reasonable administrative costs and overhead (if any) that we incur in administering or directing the Fund. We will operate the Fund solely as a conduit for collecting and spending the contributions to the Fund.

We will prepare an annual statement of the Fund's collections and expenses and will make this statement available to you, on your written request, within 120 days after our fiscal year end. We are not required to have the Fund statements audited.

Contributions to the Fund that are not spent in the year in which they are contributed are carried over to succeeding years. Historically, our affiliate has spent virtually all Fund contributions in the year in which they were contributed. Although the Fund is intended to be perpetual, we may

terminate the Fund. We will not terminate the Fund, however, until all Fund monies have been spent for marketing or promotional purposes or returned to the contributors, without interest, based on their respective contributions.

The following is a percentage breakdown of the usage of the Fund during the 2024 fiscal year:

Media	87%
Production	5%
General & Administrative Expense	8%
Total:	100%

We are not required to make any expenditure that is equivalent or proportionate to your contribution to the Fund or to ensure that any particular franchisee benefits pro rata from the placement of marketing. Less than 1% of the Fund contributions were spent to principally solicit the sale of franchises.

Local Marketing Spend

In addition to your required Fund contributions, we require you to spend at least 1% of monthly Net Sales on local marketing in your Protected Area (your "Local Marketing Spend"). Your Local Marketing Spend must satisfy our standards and be approved by us. You must give us a Local Marketing Spend report at the same time as the Net Sales report.

You must conduct a grand opening promotion for your Cicis Restaurant. We must approve the timing and all marketing items and methods (including the media) that you use for the grand opening promotion. You must spend at least $10,000 on marketing expenditure for the grand opening of your Cicis Restaurant. The expenses you incur for the grand opening promotion will not be credited toward your required Local Marketing Spend or any of your other marketing obligations and must be provided prior to the opening of your Cicis Restaurant. You may be reimbursed the expenses you incurred and paid in executing a grand opening promotion for your Cicis Restaurant (less salaries and benefits paid to your owners or employees), up to the amount of the Renewal Fee you paid, if any, if you sign and satisfy the conditions under the Underperforming Incentive Program Addendum, attached as Exhibit D-4 to this Disclosure Document.

You must also place any business listings we require in your local market area. You may not apply any amount you pay for business listings toward your other marketing contribution requirements.

We are not required to spend any amount on advertising in your local market area.

Marketing Cooperatives

We can designate any geographic area in which 2 or more Cicis Restaurants are situated for purposes of establishing a marketing Cooperative. If a Cooperative is established, the members of the Cooperative will be all Cicis Restaurants in that area, whether company-owned or franchised. We will determine in advance how each Cooperative will be organized and governed. Each Cicis Restaurant in the Cooperative shall have 1 vote, regardless of whether it is company-owned or franchised. Each Cooperative will be organized for the exclusive purposes of administering marketing programs and developing (subject to our approval) promotional materials for use by its members in local marketing. If a Cooperative has been established for a geographic area where

your Cicis Restaurant is located when you sign the Franchise Agreement, or if any Cooperative is established during the term of your Franchise Agreement, you must sign all documents we require and become a member of the Cooperative.

You must make contributions to the Cooperative in the amounts required by the Cooperative's governing documents ("Minimum Cooperative Contribution"). We will apply your Minimum Cooperative Contribution to offset your required Local Marketing Spend. You must also contribute to the Cooperative any additional amounts authorized by a vote of the Cooperative's members and approved by us ("Excess Cooperative Contribution"). The Excess Cooperative Contribution will not be applied to offset your required Local Marketing Spend.

All Cooperative Contributions will be maintained and administered under the Cooperative's governing documents. Cooperatives will be operated solely as a conduit for the collection and expenditure of the Cooperative Contributions in the designated market area. No marketing or promotional plans or materials may be used by the Cooperative or furnished to its members without our prior approval.

We have not implemented mandatory marketing cooperatives at this time.

Allocation of Marketing Dollars

We may, at our discretion, reallocate all or any portion of your required marketing contributions and expenditures to the Fund, to Local Marketing, or to a Cooperative by giving you written notice. While we cannot increase the total amount you must pay for national, regional and local marketing, we may adjust how those marketing dollars are allocated among the Fund, Local Marketing, and any Cooperative established by us. There are no other limits on the frequency or amounts of those adjustments, and we may require you to contribute up to 100% to the Fund or a Cooperative or spend up to 100% for Local Marketing.

Marketing Approvals

We must approve all marketing (including Internet and digital marketing) before you use it. You may not advertise, promote, post, or list information relating to the Restaurants on the Internet (through the creation of a Website or on Facebook, Twitter, Instagram, LinkedIn, or on any blog or other social media site). You must comply with our social media policy for franchisees, and we may change our policy over time.

Franchise Advisory Council

We currently have a Franchise Advisory Council ("FAC") that is typically comprised of 8 members, 6 of which are elected by franchisees, 2 of which are appointed by us. All members are appointed with the intent to represent Franchisee organizations of different sizes and regional locations. We retain the right and power to change this arrangement, as well as all other aspects of the FAC, and to dissolve the FAC at our sole discretion.

Point of Sale and Technology Infrastructure

You must purchase, install, and use only (1) the point of sale and computer system and all ancillary and peripheral equipment and components and software we require and (2) all other hardware and software we require in connection with your Cicis Restaurant's operations (e.g. kitchen display systems, customer service platforms, delivery platforms); any or all of which may be upgraded,

substituted, and/or changed at our sole discretion at any time (each component and collectively, "Cicis Approved POS System"). The cost to obtain the Cicis Approved POS System and back office PC is approximately $7,500 to $15,000, which includes all hardware, installation, and initial training. Your annual cost to update and maintain the Cicis Approved POS System will be approximately $4,000 to $6,000. We will have independent access to the information that will be generated or stored in the Cicis Approved POS System, which includes all transactional data, summary level data, and point of sale reports. There is no contractual limitation on our right to access this information. Neither we, our affiliates, nor any third parties are required to provide ongoing maintenance, repairs, upgrades, or updates to the Cicis Approved POS System or any other hardware or software.

Manuals

We will provide you access to our confidential Operations Manual (collectively, "Manuals") after you execute the Franchise Agreement. Our Manuals may be provided online only. Before you sign the Franchise Agreement, we offer you the opportunity to review the Manual upon your execution of our confidentiality agreement. We consider the contents of the Manuals to be proprietary and you must treat them as confidential. You may not make any copies of the Manuals. The current Operations Manual consists of 133 pages and its table of contents is attached to this Disclosure Document as Exhibit J.

Training

Your Managing Owner, the initial Operator, General Manager and Assistant General Manager must successfully complete our initial training program (the duration and scope of which may vary, depending upon such person's prior restaurant operating experience) within a reasonable period of time after the execution of the Franchise Agreement and at least 15 days prior to the opening date of your Cicis Restaurant. If your Managing Owner or Operator fails, in our sole judgment, to satisfactorily complete such program, then we will give you an opportunity to designate a new Managing Owner and/or Operator, who must be approved by us. If such newly designated Managing Owner or Operator fails to complete the initial training program to our satisfaction prior to the scheduled Opening Date, we may terminate the Franchise Agreement.

We offer initial training throughout the year on an as-need basis. We do not charge any initial training fee for the first and second Cicis Restaurant developed by you or your affiliates. However, for your or your affiliates'' third and each subsequent Cicis Restaurant we reserve the right to charge a reasonable initial training fee. All or any portion of our training programs may, in our discretion, be conducted virtually instead of in-person.

TRAINING PROGRAM
For Cicis Buffet Restaurant

Subject	Hours of Classroom Training	Hours of On the Job Training	Location
Station Training and Execution	6	90	Dallas/Ft. Worth Area, TX
Leadership and Motivation	1	12	Dallas/Ft. Worth Area, TX
Reaching Labor Goals	1	18	Dallas/Ft. Worth Area, TX

Subject	Hours of Classroom Training	Hours of On the Job Training	Location
Open/Mid/Closing Checklists, Weekly/Monthly Cleaning Chart	1	40	Dallas/Ft. Worth Area, TX
Food Safety Certification	7	1	Dallas/Ft. Worth Area, TX
Restaurant Operations Training	1	90	Dallas/Ft. Worth Area, TX
POS & Basic Business Skills	4	18	Dallas/Ft. Worth Area, TX
Certification	2	8	Dallas/Ft. Worth Area, TX
TOTAL HOURS: 300	23	277	

TRAINING PROGRAM
for Cicis To Go Restaurants

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Station Training and Execution	5	66	Dallas/Ft. Worth Area, TX
Leadership and Motivation	1	12	Dallas/Ft. Worth Area, TX
Reaching Labor Goals	1	12	Dallas/Ft. Worth Area, TX
Open/Mid/Closing Checklists, Weekly/Monthly Cleaning Chart	1	30	Dallas/Ft. Worth Area, TX
Food Safety	7	0	Dallas/Ft. Worth Area, TX
Restaurant Operations Training	0	75	Dallas/Ft. Worth Area, TX
POS & Basic Business Skills	1	8	Dallas/Ft. Worth Area, TX
Certification	1	14	Dallas/Ft. Worth Area, TX
TOTAL HOURS: 234	17	217	

Our training program is subject to change without notice to reflect updates in the materials, methods and manuals and changes in personnel. The subjects taught and the time allocated for each subject may vary based on the experience of the people being trained. Any Operator you later designate must also satisfactorily complete the management training program.

The materials used in training include a Learning Management System, manuals, workbooks, Certification Forms, as well as other presentation materials, including eLearning courses and required reading handouts. Our training programs are currently administered and directed by our Vice President of Learning and Development, Walter Rosales, who has 17 years of experience in the subject taught and 22 years of experience with the Cicis Restaurant System. Our certified restaurant managers and our learning manager will assist the Vice President of Learning and

Development. All learning managers have served as General Managers of company-owned Cicis Restaurants or similar brands and typically have over 3 years' experience in a Cicis Restaurant or 5+ years of training experience in other brands before joining our training staff. We also draw upon the substantial experience of our Franchise Business Directors and other management personnel in conducting training.

Unless otherwise agreed, you are responsible for all expenses you and your personnel incur for any training program, whether initial or additional. Expenses may include costs of travel, lodging, meals and wages. We have the right to charge a fee for additional training (including seminars), not to exceed $250 per day for each day of training that we determine is necessary.

For your Cicis Restaurant opening, we may provide you with on-site opening assistance. We will decide the number of trained representatives and the period for which we may provide assistance based on our assessment of your operational requirements. You do not have to pay any fee for opening assistance, although, for your second Location, as well as any other additional Locations you establish, you may have to reimburse us for any expenses our representatives incur, like the costs of travel, lodging, and meals.

ITEM 12
TERRITORY

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

Franchise Agreement

The Franchise Agreement gives you the right to operate your Cicis Restaurant at a single location that you select and we accept. You must select your site from within a geographic area that we call your Designated Area and that is described in the Franchise Agreement. As long as you are in compliance with the Franchise Agreement, we will not, during the term of your Franchise Agreement, operate or grant others the right to operate any other Restaurant within a specified geographic area described in the Franchise Agreement (the "**Protected Area**"). We determine the size of the Protected Area based on various market and economic factors, such as an evaluation of market demographics, the market penetration of similar businesses, the availability of appropriate sites, and the growth trends in the market. The Protected Area generally consists of a portion of a city, county or designated market area.

The Franchise Agreement does not permit you to relocate your Cicis Restaurant. If, at any time during the term of the Franchise Agreement, you request us to consider a relocation, we will do so, but we will not be required to apply any particular standards or guidelines to our consideration. Our decision on whether to grant your request will be made in our sole discretion. You have no right of first refusal or similar rights to acquire additional franchises or establish additional Restaurants.

Other Restaurants, food aggregators, and/or third-party delivery service providers may deliver to customers located in your Protected Area and vice-versa. You may not sell any products or services sold at your Cicis Restaurant through any alternate distribution channels, including, the Internet, catalogue sales, supermarkets, convenience stores, or grocery stores.

We and our affiliates have and retain all rights within and outside the Protected Area that are not expressly and exclusively granted to you under the Franchise Agreement, without any obligation to compensate you and without regard to whether it competes with your Cicis Restaurant, including the right to do and to authorize others to do the following: (i) establish and operate Cicis Restaurants identified by the Marks at any location outside the Protected Area, including locations that are adjacent or proximate to the Protected Area and in any Reserved Area (defined below) whether within or outside the Protected Area, (ii) establish and operate restaurants under other trade names, service marks, and trademarks at any location within or outside of the Protected Area, (iii) establish and operate Cicis To Go Restaurants anywhere in world, including within the Protected Area, (iv) offer and sell, anywhere in the world (including within the Protected Area) any similar or dissimilar products and services, whether identified by the Marks or by other trademarks, trade names or service marks, through any channel or by any method of distribution other than a full-service Cicis Restaurant (including by or through a Cicis To Go Restaurant, the Internet or similar electronic, virtual, or digital medium), on any terms and conditions we deem appropriate, and (v) acquire, be acquired by, merge with, affiliate with or engage in any transaction with other businesses (whether competitive or not) located anywhere and, even if such businesses are located in the Protected Area, (x) convert the other businesses to the Cici's brand and allow them to operate as part of the System, and/or (y) permit the other businesses to continue to operate under another name and incorporate one or more elements of the System. A "Reserved Area" is any enclosed area of retail sales establishments in excess of 250,000 square feet, food courts, airports, hospitals, cafeterias, commissaries, schools, hotels, office buildings and stadiums, arenas, ballparks, festivals, fairs, military bases and other mass gathering locations or events. Without limiting the foregoing, we and our affiliates may, among other things, offer and sell, and authorize others to offer and sell: (a) collateral products, such as pre-packaged food products, t-shirts and other Cicis memorabilia, under the Marks at or from any location or through any channel of distribution; (b) food and beverage services under the Marks at or through any permanent, temporary or seasonal food service facility or through any channel of distribution except a full-service Cicis Restaurant located within the Protected Area, which facilities may provide in whole or in part the products and services offered by a Cicis Restaurant; and (c) any products or services (including any food or beverage services) under any other names and marks at any location or through any channel of distribution.

Development Agreement

Under the Area Development Agreement, you will acquire franchises to develop, open and operate multiple Restaurants within a defined geographic area known as the "Development Area." We determine the size of the Development Area based on various market and economic factors, such as an evaluation of market demographics, the market penetration of similar businesses, the availability of appropriate sites, and the growth trends in the market. The size of the Development Area will depend on factors such as the numbers of Cicis Restaurants you undertake to open, demographics, and the existence of other Cicis Restaurants. The Development Area generally consists of a portion of a city, county or designated market area. Your Development Area will be described in the Area Development Agreement before you sign the Area Development Agreement. Under the Area Development Agreement we will, in accordance with our then-current System Standards, approve or reject your proposed locations for new Cicis Restaurants that you undertake to develop, and the Franchise Agreement for such Cicis Restaurants will set forth their Protected Area, if any, which we determine based on factors described above in this Item 12.

As long as you remain in compliance with the Area Development Agreement and all Franchise Agreements, we will not develop or operate, or grant anyone else a franchise or other rights to develop and operate, a Restaurant, in the Development Area except for Special Venues. A "Special Venue" is any (1) location in which foodservice is or may be provided by a master concessionaire, (2) location which is situated within or as part of a larger venue or facility (other than a mall or shopping center) and, as a result, is likely to draw the predominance of its customers from those persons who are using or attending events in the larger venue or facility (for example, colleges/universities, convention centers, airports, hotels, sports facilities and stadiums, theme parks, hospitals, transportation facilities, convenience stores, and other similar captive market locations), or (3) distribution channel other than a Restaurant through which products and services are or may be sold.

Notwithstanding the foregoing, we reserve for ourselves and our affiliates all rights not expressly granted to you in the Area Development Agreement without any obligation to compensate you, including the right to do and to authorize others to do the following: (i) use and license others to use the System and any elements of the System in any business located or operated anywhere in the world; (ii) own and operate, and license others to own and operate, or otherwise become associated with, any business, anywhere in the world, that uses or is identified by any names, symbols or trademarks, except, as described above, in a restaurant that is located in the Development Area and is identified by the Marks; (iii) acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not) located anywhere and, even if such businesses are located in the Development Area, (a) convert the other businesses to the Cicis brand, (b) allow such other businesses to operate as part of the System, whether or not converted to the Cicis, and/or (c) permit the other businesses to continue to operate under another name; (iv) solicit customers, advertise, and authorize others to advertise, and promote sales of and from Restaurants, and fill customer orders by providing catering and delivery services anywhere, including within the Development Area; and (v) market and sell, and grant to others the right to market and sell, within and outside of the Development Area, products and services authorized for sale at Restaurants through alternative channels of distribution such as Internet, catalog sales, telemarketing, grocery stores, kiosks, mail order, or through Cicis To Go) using the Marks or other trademarks and commercial symbols.

Upon expiration or termination of the Area Development Agreement, we and our affiliates will be entitled to develop and operate, and to franchise others to develop and operate, Restaurants within the former Development Area, but not within the Protected Area granted to you under any effective Franchise Agreement between us and you.

You have no right of first refusal or similar rights to acquire additional franchises or establish additional Restaurants. We do not have the right to modify your Protected Area or Development Area during the term of the Franchise Agreement or Development Agreement, as applicable. The exclusivity granted to you is not dependent on achieving a certain sales volume, market penetration, or other contingency other that being in compliance with the applicable Franchise Agreement or Development Agreement.

ITEM 13
TRADEMARKS

The Development Agreement does not give you any rights to operate under the Marks. Under the Franchise Agreement, we grant you a license to operate a Cicis Restaurant under the primary trademark "CICIS" or "CICIS PIZZA" and to use any Marks we authorize.

The following Marks are registered on the Principal Register with the U.S. Patent and Trademark Office ("USPTO").

MARK	REGISTRATION DATE	U.S. TRADEMARK REGISTRATION NUMBER
CICI'S	9/1/1992	1,712,523
CICI'S	1/28/2003	2,680,694
CICIS	11/1/2016	5,073,041
	4/4/2017	5,177,284
	6/12/2018	5,492,555
	6/12/2018	5,492,556
	5/14/2019	5,751,377

The following language applies to the Mark shown on the cover page of this Disclosure Document: While we have trademark registrations for the circular symbol and the word "CICIS," we do not have a federal registration for the Mark as shown on the cover page with the combination of those two elements and the word "pizza." Therefore, that trademark in that form does not have as many legal benefits and rights as a federally registered trademark. If our right to use the trademark in that form is challenged, you may have to change to an alternative trademark, which may increase your expenses.

The service mark "CiCi's" is registered in the State of Texas under Registration Number 051349. The date of that registration is October 25, 1991.

There are no presently effective determinations of the USPTO, the trademark trial and appeal board, the trademark administrator of any state or any court, nor any pending infringement, opposition, or cancellation proceeding, nor any pending litigation involving the Marks which is relevant to its ownership, use or licensing. CiCi Enterprises has filed all required affidavits with the USPTO.

Pursuant to the Trademark Assignment Agreement dated March 10, 2021, CiCi Enterprises assigned its ownership interest in the Marks to Yes Caps. Under the Trademark License

Agreement, dated March 10, 2021 (the "License Agreement"), Yes Caps has granted us a license to use and sublicense the use of the Marks. The License Agreement has a perpetual term and can be terminated on 60 days' notice (resulting in the loss of our right to use and to sublicense the use of the Marks). Your rights to use the Marks during the current term of your Franchise Agreement will not be affected by the termination or expiration of our license. We would not be able to grant additional licenses of the Marks after expiration or termination of our license.

We will indemnify you against all damages for which you are held liable in any proceeding resulting from your use of any of the Marks, so long as your conduct and the conduct of your Controlling Principals in the proceeding and in the use of the Marks is in full compliance with the terms of the Franchise Agreement. Other than this, we are not obligated to protect your rights to use the Marks or to protect you against claims of infringement or unfair competition.

You must immediately notify us of any infringement of the Marks or of any challenge to the use of any of the Marks or claim by any person of any rights in any of the Marks. You and your Controlling Principals must agree not to communicate with any person other than us and our counsel about any such infringement, challenge or claim. We have sole discretion to take any action we deem appropriate and the right to exclusively control any litigation or USPTO (or other) proceeding arising out of any infringement, challenge, or claim concerning any of the Marks. You must execute all instruments and documents and give us any assistance that in our counsel's opinion may be necessary or advisable to protect and maintain our interests in any such litigation or proceeding or to otherwise protect and maintain our interest in the Marks.

You may not use any of the Marks as part of your corporate or other legal name. You must also follow our instructions for identifying yourself as a franchisee and for filing and maintaining the requisite trade name or fictitious name registrations. You must execute any documents we or our counsel determine are necessary to obtain protection for the Marks or to maintain their continued validity and enforceability. Neither you nor your Controlling Principals may take any action that would prejudice or interfere with the validity of our rights in the Marks. You may not contest the validity of our interest in the Marks or assist anyone else to do so.

We reserve the right to substitute different trade names, service marks, trademarks and indicia of origin for the Marks if the Marks can no longer be used, or if we determine, in our sole discretion, that the substitution will be beneficial to the System. You will be responsible for all expenses related to the substitution of different Marks.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not own any patents that are material to the franchise. We do claim copyright protection and proprietary rights in the original materials used in the System, including our Manuals, recipes, bulletins, correspondence and communications with our franchisees, training, advertising and promotional materials, and other written materials relating to the operation of the Restaurants and the System.

You and your Owners and personnel may from time to time be provided with or otherwise be exposed to certain non-public information about the System and the operation of Cicis Restaurants, including your Cicis Restaurant (some, but not all of which may be "trade secrets" under applicable law), that we consider and protect as confidential (regardless of whether they are marked as such),

including the following (collectively, the "**Confidential Information**"): (i) growth and development plans, strategies, and forecasts related to the System; (ii) site selection criteria; (iii) initial or additional training and operations materials, including recipes and the Manuals; (iv) the System Standards and other methods, formats, specifications, standards, systems, procedures, techniques, market research, customer data, knowledge, and experience used in developing, promoting and operating the Restaurants; (v) knowledge of specifications for, and vendors of, assets and other products and supplies; (vi) any software or other technology which is proprietary to us, our affiliates, or the System, including digital passwords and identifications and any source code of, and data, reports, and other materials generated by, the software or other technology; (vii) data pertaining to customer of your Cicis Restaurant; and (viii) knowledge of the operating results and financial performance of your Cicis Restaurant.

You and your owners will not acquire any interest in the Confidential Information other than the right to use it in operating the Restaurant. You must maintain the absolute confidentiality of the Confidential Information during and after the expiration or termination of the Franchise Agreement. You and your Owners, your employees and independent contractors must adopt and implement reasonable procedures to prevent unauthorized use or disclosure of the Confidential Information. You and your owners can divulge this Confidential Information only to individuals or entities specifically authorized by us in advance, or to your employees or contractors who must have access to it to operate the Restaurant, however, such individuals or entities must be under a duty of confidentiality no less restrictive than your obligations to us under the Franchise Agreement. We may require you to have your employees and contractors execute individual undertakings and shall have the right to regulate the form of and be a party to or third-party beneficiary under any such agreements. Neither you nor your owners are permitted to make unauthorized copies, record or otherwise reproduce the materials or information or make them available to any unauthorized person.

There are no presently effective determinations of the U.S. Copyright Office (Library of Congress) or any court affecting our copyrights. There is no currently effective agreement that limits our right to use and/or license our copyrights. We may freely require you to modify or discontinue the use of any materials in which we claim a patent or copyright, without any compensation to you. We are not obligated to protect any rights you have to use the copyrights. We have no actual knowledge of any infringements that could materially affect the ownership, use or licensing of the copyrights.

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

You must identify 1 natural person with at least a 25% ownership interest and 25% voting power in you and who will have the authority of a chief executive officer (the "Managing Owner"). In addition to exercising general supervisory responsibility for your activities under this Agreement, the Managing Owner shall directly oversee your Cicis Restaurant's operations, unless you designate another natural person whom we approve to serve as your "Operator". Your Operator must successfully complete our initial training program and all other mandatory trainings that we offer.

Each of your direct and indirect owners and your and their spouses will execute a guaranty in the form we prescribe undertaking personally to be bound, jointly and severally, by all provisions of the Franchise Agreement, the Area Development Agreement and any ancillary agreements

between you and us. A spouse who signs the guaranty solely in his or her capacity as a spouse (and not as an owner) is signing merely to acknowledge and consent to the execution of the guaranty by his or her spouse and to bind the assets of the marital estate as described and for no other purpose. You may disclose the Confidential Information to your employees who need to know its contents provided they are themselves bound by written obligations of confidentiality.

During the term of the Franchise Agreement, neither your direct and indirect owners and Operator (and members of their immediate family) shall (i) divert, or attempt to divert, any business or customer of your Cicis Restaurant to any competitor, by direct or indirect inducement or otherwise; (ii) except with respect to other Restaurants operated under valid Franchise Agreements with us, own, maintain, operate, engage in, be employed by, or have any financial or beneficial interest in, advise, assist, aid, make loans to, act as landlord to, or otherwise support, anywhere in the world, any Competing Business (defined below); or (iii) interfere with our relationships with any supplier to Cicis Restaurants or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

A "Competing Business" is a business that (i) derives more than 50% of its revenue from selling pizza (including fresh, frozen, or unbaked pizza) using the distribution methods (including dine-in, carry-out, catering, or delivery) we authorize, (ii) functions as a commissary to sell or lease to or supply any such business, or (iii) grants franchises or licenses for or provides services to any of the foregoing.

For a continuous uninterrupted period 2 years after the termination or expiration of the Franchise Agreement, neither you nor any of your Owners and Operator (and members of their immediate family) will, directly or indirectly, engage in Competing Business (i) at the location of your Cicis Restaurant; (ii) within the Protected Area; (iii) if this Agreement is executed pursuant to a development agreement, within the development area described therein; or (iii) within a 10-mile radius of (a) the location of your Cicis Restaurant, (b) the Protected Area, (c) the Development Area, if applicable, or (iv) any Cicis-branded food service facility.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Under the Area Development Agreement, you are not authorized to sell anything. Under the Franchise Agreement, you agree that you will: (1) offer and sell from your Cicis Restaurant all of the products and services that we specify at our discretion; (2) not offer or sell at your Cicis Restaurant, the Restaurant premises or any other location any products or services we have not authorized; and (3) discontinue selling and offering for sale any products or services that we at any time disapprove. We have the right to change the authorized menu items and other goods or services that you may offer, and there is no limit to our right to make such changes.

We may, at our discretion, set a maximum or minimum price that you may charge for products and services offered by your Cicis Restaurant. If we impose such a maximum or minimum price for any product or service, you may charge any price for the product or service up to and including our designated maximum price or down to and including our designated minimum price. The designated maximum and minimum prices for the same product or service may, at our option, be the same. For any product or service for which we do not impose a maximum or minimum price, we may require you to comply with an advertising policy adopted by us which will prohibit you from advertising any price for a product or service that is different than our suggested retail

price. Although you must comply with any advertising policy we adopt, you will not be prohibited from selling any product or service at a price above or below the suggested retail price unless we impose a maximum price or minimum price for such product or service.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise or other Agreement	Summary
a. Length of the franchise term	Franchise Agreement – Section 3.A.	10-year initial term
	Area Development Agreement – Section 2.A	Until development schedule is satisfied or the last day of the last development period in the development schedule
b. Renewal or extension of the term	Franchise Agreement - Section 3.B	If you satisfy the required pre-conditions to renewal, you may, at your option, renew your rights under the Franchise Agreement for one additional consecutive 10-year renewal term.
	Area Development Agreement	Not applicable
c. Requirements for franchisee to renew or extend	Franchise Agreement - Section 3.B.	In order to renew the term you must (i) provide written notice; (ii) comply with then-current system standards; (iii) not be in default; (iv) satisfy monetary obligation to us or our affiliates; (v) retain possession of premises or obtain consent for new site for Restaurant; (vi) execute then-current form of franchise agreement; (vii) pay renewal fee; (viii) execute general release; and (ix) comply with then-current qualification and training requirements. When renewing, you may be asked to sign a contract with materially different terms and conditions than your original contract.
	Area Development Agreement	Not applicable
d. Termination by franchisee	Franchise Agreement	Not applicable

Provision	Section in Franchise or other Agreement	Summary
	Area Development Agreement – Section 6.A	You may terminate the Area Development Agreement if we materially breach the agreement and do not cure default after notice from you.
e. Termination by franchisor without cause	Franchise Agreement – Section 15.A	Under cross-default provision, we can terminate the Franchise Agreement (including the Area Development Agreement, if any, or any other Franchise Agreements) if you, your guarantors, or your affiliates fail to comply with any provision of any agreement with us, our affiliates, or our designated suppliers, and do not cure such failure within the applicable cure period, if any.
	Area Development Agreement – Section 6.B	Under cross-default provision, we can terminate the Area Development Agreement (including each or any Franchise Agreement) if you, your guarantors, or your affiliates fail to comply with any provision of any agreement with us or our affiliates, and do not cure such failure within the applicable cure period, if any.
f. Termination by franchisor with "cause"	Franchise Agreement – Section 15	We may terminate only if you or your owners commit one of several violations listed in Item 17(g) and 17(h).
	Area Development Agreement – Section 6.B.	We may terminate only if you or your owners commit one of several violations listed in Item 17(g) and 17(h).
g. "Cause" defined – curable defaults	Franchise Agreement – Sections 15.A. and 15.B.	You may cure some defaults by: (i) procuring the prescribed insurance policies within 7 days from our notice of such default; (ii) ceasing your misuse or make any unauthorized use of the Marks within 24 hours following notice from us; (iii) making all outstanding payments within 5 days from your receipt of notice of outstanding dues; and (iv) curing defaults under any other agreement with between you (or your affiliates or guarantors) and us (or our affiliates) within the applicable cure period, if any. You may avoid termination by immediately initiating a remedy to cure such default and curing it to our satisfaction within the 30-day period and by promptly providing us proof of such cure. If any such default is not cured within the specified time, or such longer period the applicable may require, we may terminate the Franchise Agreement effective immediately on written notice to you.

Provision	Section in Franchise or other Agreement	Summary
	Area Development Agreement - Section 6.	Under the Area Development Agreement, you have 30 days to cure defaults not listed in (h) below. You may also cure defaults under any other agreement with between you (or your affiliates or guarantors) and us (or our affiliates) within the applicable cure period, if any.
h. "Cause" defined – non-curable defaults	Franchise Agreement – Section 15.A.	If you (or any of your owners, as applicable) (i) become insolvent; (ii) operate your Cicis Restaurant at a location we have not approved or sell any products or services authorized by us; (iii) fail to acquire the right to possess the location or to develop and open your Cicis Restaurant for business within the prescribed timeframe; (iv) fail to construct or remodel your Cicis Restaurant in accordance with the approved plans and specifications; (v) lose the right to possess the premises of your Cicis Restaurant; (vi) close your Cicis Restaurant for business or inform us of your intention to permanently cease operation of your Cicis Restaurant (except as permitted under the Reopen Incentive Addendum), (vii) fail to actively operate your Cicis Restaurant for 3 or more consecutive days, (viii) otherwise abandon or appear to have abandoned your rights; (ix) are convicted of or plead guilty to felony or any other crime or offense that we believe is reasonably likely to have an adverse effect on the System, the Marks, or our goodwill; (x) endanger or threaten public health or safety from the construction, maintenance, or operation of your Cicis Restaurant; (xi) fail to ensure that you and your required personnel complete our initial training; (xii) make or attempt an unauthorized transfer; (xiii) fail, refuse, or neglect promptly to pay (or cause your affiliates to pay) any monies owing to us, any of our affiliates, or the designated suppliers or to submit the financial or other information required by us; (xiv) are in default of any other agreement with us, our affiliate or our designated suppliers (including the Area Development Agreement); (xv) engage in Competing Businesses; (xvi) fail to comply with the confidentiality obligations; (xvii) falsify records; or (xviii) are in breach of your (or their) obligations.

Provision	Section in Franchise or other Agreement	Summary
	Area Development Agreement – Section 6.B.	If you (or any of your owners, as applicable) (i) have made or make any material misrepresentation or omission in the application materials; (ii) you fail to comply with the Development Schedule; (iii) make or attempt to make an unpermitted transfer; (iv) fail to comply with 3 or more of your or their obligations during any 12 consecutive month period or on 2 or more separate occasions within any 6 consecutive month period fail to comply with the same obligation under the Area Development Agreement; (v) become insolvent; (vi) fail to comply with anti-terrorism laws, ordinances, regulations and Executive Orders; (vii) fail to comply with any other provision of this Agreement and do not correct the failure within 30 days after we deliver written notice of the failure to you; (viii) or an affiliate fails to comply with any other agreement with us or our affiliate, including any Franchise Agreement, unless the failure is timely and completely cured within any cure period provided under the applicable agreement); or (ix) you (or any of your owners) engage in any conduct which, in our opinion, adversely affects the reputation of Cicis Restaurants or the goodwill associated with the Marks.
i. Franchisee's obligations on termination/ non-renewal	Franchise Agreement – Section 16	You must immediately (i) cease operating the applicable Cicis Restaurant; (ii) cease using the Marks and the Confidential Information; (iii) cancel any assumed name or equivalent registrations which contain any Mark; (iv) stop identifying yourself and your business as associated with the Cicis brand; (v) pay all outstanding amounts due to us and our affiliates, including enforcement cost; (vi) return the Manual and other Confidential Information to us without retaining a copy of it; and (vii) comply with the non-compete covenants.
	Area Development Agreement – Section 7.	You and your owners must immediately (i) cease to exercise or attempt to exercise any of the rights granted under the Area Development Agreement; (ii) comply with all obligations that either expressly survive or by their nature are intended to survive the expiration or termination; and (iii) refrain from interfering or attempting to interfere with our or our affiliates' relationships with any vendors, franchisees or consultants or engage in any other activity which might injure the goodwill of the Marks or the System.

Provision	Section in Franchise or other Agreement	Summary
j. Assignment of contract by franchisor	Franchise Agreement - Section 13.A.	We may transfer our rights without restriction.
	Area Development Agreement - Section 5.A.	We may transfer our rights without restriction.
k. "Transfer" by franchisee – defined	Franchise Agreement - Sections 13.B.	Includes transfer, assignment, sale, conveyance, gift, pledge, mortgage, or other forms of disposal of the rights under the Franchise Agreement or ownership interest in you, and/or the transfer, surrender, or loss of the possession, control, or management of your Restaurant.
	Area Development Agreement - Sections 5.B.	Includes transfer, assignment, sale, conveyance, gift, pledge, mortgage, or other forms of disposal of the rights under the Area Development Agreement or ownership interest in you, and/or the transfer, surrender, or loss of the possession, control, or management of any Restaurant developed pursuant to the Area Development Agreement.
l. Franchisor approval of transfer by franchisee	Franchise Agreement - Section 13.B.(1)	We have the right to approve all transfers by you or your owners but will not unreasonably withhold or delay approval.
	Area Development Agreement Section 5.C	You cannot assign or transfer without first obtaining our written consent.
m. Conditions for franchisor approval of transfer	Franchise Agreement - Section 13.B.	You must (i) pay all amounts due our affiliates, us or third-party vendors; (ii) not be in default; (iii) execute a general release; (iv) remain liable for pre-transfer obligations; (v) pay or cause us to be paid a transfer fee; (vi) comply and cause your other owners and their family members to comply with the post-termination non-compete covenants; and (vii) provide us all information and documents we reasonably request including copies of all agreements executed in relation to proposed transfer. Transferee must (i) meet our criteria; (ii) upgrade the Restaurant to then-current standards; (iii) execute a current Franchise Agreement and other agreements; and (iv) complete our then-current training program.

Provision	Section in Franchise or other Agreement	Summary
	Area Development Agreement – Section 5.C.	You must (i) pay all amounts due us and our affiliates and third-party vendors; (ii) not be in default; (iii) provide us all information and documents we reasonably request including copies of all agreements executed in relation to transfer; (iv) execute a general release; (v) remain liable for pre-transfer obligations; (vi) pay or caused to be paid a transfer fee; and (vii) execute a non-compete agreement. Transferee must (i) meet our criteria; (ii) assume post-transfer obligations; and (iii) execute our then-standard Area Development Agreement.
n. Franchisor's right of first refusal to acquire franchisee's business	Franchise Agreement – Section 13.C.	Within 30 days after notice, we have the option to purchase the transferred interest on the same terms and conditions offered by a third party.
	Area Development Agreement – Section 5.F.	Within 30 days after notice, we have the option to purchase the transferred interest on the same terms and conditions offered by a third party.

Provision	Section in Franchise or other Agreement	Summary
o. Franchisor's option to purchase franchisee's business	Franchise Agreement – Section 13.D.(3) and Section 16.J	Upon your or your Managing Owner's death or permanent disability, we (or our designee) will have the option, to be exercised in writing within 20 days from the date we receive notice of the death or permanent disability pursuant to elect to purchase your interest and/or the Managing Owner's interest in your Cicis Restaurant. If the triggering death or permanent disability occurs within (i) 6 months following the opening date of your Cicis Restaurant, then the purchase price will be an amount equal to your Original Cost (defined in the Franchise Agreement), plus 10%; (ii) 6 to 12 months following the opening date of your Cicis Restaurant, then the purchase price will be an amount equal to the Net Sales of your Cicis Restaurant for the 5-month period immediately preceding the month in which the death or permanent disability occurs, annualized, then divided by 2; and (iii) 12 months following the opening date of your Cicis Restaurant, then the purchase price will be an amount equal to the total Net Sales of your Cicis Restaurant for the 12-month period immediately preceding the month in which the death or permanent disability occurs, divided by 2. On expiration (without renewal) or termination of your Franchise Agreement, we will have the option to purchase the assets of your Cicis Restaurant at fair market value by providing you with written notice of our election within 30 days following expiration or termination of this Agreement and will pay 10% of the purchase price upon the closing of the purchase transaction and the remainder purchase price in 60 equal monthly installments of principal plus interest at a rate of interest per annum equal to the prime lending rate charged by Wells Fargo National Association or its successors in interest, determined as of the closing date with annual adjustments based on the prime rate charged on each anniversary date.
	Area Development Agreement	Not applicable
p. Death or disability of franchisee	Franchise Agreement - Section 13.D.	In case of your or your Managing Owner's death, your or their interests, in your Cicis Restaurant must be transferred to a third party we approve within 12 months after the date of death or permanent disability. If you or, as applicable, any of your Managing Owner should become permanently disabled, we may, in our sole discretion, require such interests to be transferred to a third party within 6 months after notice to you. We may assume management of your Cicis Restaurant pending the transfer.

Provision	Section in Franchise or other Agreement	Summary
	Area Development Agreement	Not applicable
q. Non-competition covenants during the term of the franchise	Franchise Agreement - Section 9.C(1) and 9.C.(3)	Except as we otherwise approve in writing, neither you nor any of your direct or indirect owners and Operator (and members of their immediate family) may: (i) divert, or attempt to divert, any business or customer of your Cicis Restaurant; (ii) operate a Competing Business except with respect to other Cicis Restaurants operated under valid franchise agreements with us; or (iii) interfere with our relationships with any supplier to Cicis Restaurants or injure the goodwill associated with the Marks and the System. A "Competing Business" is a business that (i) derives more than 50% of its revenue from selling pizza (including fresh, frozen, or unbaked pizza) using the distribution methods (including dine-in, carry-out, catering, or delivery) we authorize, (ii) functions as a commissary to sell or lease to or supply any such business, or (iii) grants franchises or licenses for or provides services to any of the foregoing.
	Area Development Agreement	Not applicable
r. Non-competition covenants after the franchise is terminated or expires	Franchise Agreement - Section 9.C.(2), 9.C.(3), and 16.H	For a period of 2 years neither you nor any of your direct or indirect owners and Operator (and members of their immediate family) may engage in any of the activities described in Item 17(q) above, for any Competing Business: (i) at the Location; (ii) within the Protected Area; (iii) within the Development Area (if applicable); or (iv) within a 10-mile radius of the above or any Cicis branded food service facility in existence or under construction.
	Area Development Agreement	Not applicable
s. Modification of the agreement	Franchise Agreement – Sections 6.C. and 17.B.	May not be amended or modified except in a writing signed by parties. However, we may amend the System Standards and Manuals from time to time (subject to applicable laws).
	Area Development Agreement - Section 10.A	May not be amended or modified except in a writing signed by parties. However, we may amend the System Standards and Manuals from time to time (subject to applicable laws).

Provision	Section in Franchise or other Agreement	Summary
t. Integration/ merger clause	Franchise Agreement - Section 17.B.	Only the terms of the Franchise Agreement, including its exhibits, schedules and attachments (including System Standards in the Manual, which we may revise at our discretion) are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and franchise agreement may not be enforceable.
	Area Development Agreement - Section 10.F	Only the terms of the Area Development Agreement, including its exhibits, schedules and attachments (including System Standards in the Manual, which we may revise at our discretion) are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Franchise Agreement	Not applicable
	Area Development Agreement	Not applicable
v. Choice of forum	Franchise Agreement - Section 17.E	Subject to applicable state law, the state or federal district courts located in the state, county, or judicial district where our or our successor's or assign's primary headquarters (currently, Dallas, Texas)
	Area Development Agreement - Section 9.A	Subject to applicable state law, the state or federal district courts located in the state, county, or judicial district where our or our successor's or assign's primary headquarters (currently, Dallas, Texas)
w. Choice of law	Franchise Agreement - Section 17.E.	Texas law (subject to applicable federal and state law)
	Area Development Agreement - Section 9.B	Texas law (subject to applicable federal and state law)

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a

franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about performance at a particular location or under particular circumstances.

Data Set and Methodology

The information contained in this Item 19 is based on the historical results of the franchised Cicis Buffet Restaurants that make up the Data Set (as defined below) for the period from January 1, 2024 through December 31, 2024, which coincides with our 2024 fiscal year (the "Measurement Period"). The Data Set does not include any Cicis To-Go Restaurants because their operations vary significantly depending on their size and location.

There were 245 franchised Cicis Buffet Restaurants in operation as of the end of the Measurement Period. For purposes of this Item 19, we have excluded 3 Cicis Buffet Restaurants because despite our repeated requests, they did not provide us with, and for which we are not able to obtain, profit and loss information or an income statement and 2 Cicis Buffet Restaurants that are owned or controlled by our President, Jeff Hetsel. The information below is based on the results of the remaining 240 franchised Cicis Buffet Restaurants (the "Data Set").

In the Tables below, we show, for the Data Set, certain average financial metrics on a monthly basis (Table 1) and for the full Measurement Period (Table 2). To calculate the averages, we added the particular data point for each Cicis Buffet Restaurant in the Data Set, then divided that number by 240. The "median" is the middle date point in the Data Set for the particular item. For 37 Cicis Buffet Restaurants in the Data Set, where data was missing, we annualized the franchisee's information by multiplying the average monthly value of the available data by 12. Otherwise, we have calculated the results shown in the Tables below based entirely on the information provided to us by the applicable franchisees. We have not independently verified the information, but we have no reason to believe what the franchisees reported to us is not correct.

Definitions

As used in the following Tables:

"Fee Based Net Sales" means all sales, revenues, charges and receipts received by the restaurants in the Data Set including all business insurance proceeds, whether from cash, check, credit or debit card, gift cards, barter exchange, trade credit or other credit transactions, but excludes (i) sales tax and other related taxes collected from the customers and paid to the applicable federal, state, municipal, or local authority, (ii) any refunds made to customers, (iii) receipts from the sale of products from vending machines, and (iv) revenue that is generated from the operation of video game machines (including bulk machines). Except for the exclusion of revenue generated from the operation of video game machines, this is the same definition as "Net Sales" in the Franchise Agreement. In the Franchise Agreement, revenue generated from the operation of video game machines is included as part of your Net Sales, but we have historically not required, and do not currently require, that you include that revenue when calculating your Royalty, Fund Contributions, and other fee-based payments to us, although we reserve the right to do so in the future.

"Game Room Sales" means aggregate revenue derived by the restaurants in the Data Set from the operation of the game room and video game machines.

"Net Company Sales" is the sum of Fee Based Net Sales plus Game Room Sales.

"COGS" means the aggregate delivered cost of food and beverage sold at the restaurant and related paper supplies.

"Payroll Costs" is the total cost of salaries, wages, payroll taxes, and general liability insurance premium paid by the franchisees of the restaurants in the Data Set. It does not include any distributions of profits to owners or other non-employee related distributions.

"Controllable Expenses" means the aggregate expenses for utilities, repairs & maintenance, smallwares, other store supplies, cleaning supplies, linen, uniforms, game room expenses, office supplies, trash removal, security, bank/credit card fees, sales tax adjustments, online delivery fees, and Local Marketing Spend incurred by the restaurants in the Data Set.

"Advertising National" means the amount contributed to the Fund.

"Non-Controllable Expenses" means the aggregate occupancy costs, property tax, and other taxes and related expenses incurred in the operation of the restaurants.

"Restaurant EBITDA Before" means Net Company Sales minus COGS, Payroll Costs, Controllable Expenses, Advertising National, and Non-Controllable Expenses before deductions for the Royalty and the Technology and Support Fees actually paid by the restaurant.

"Royalty Expenses" means the aggregate amount of royalty paid by the franchisee.

"Technology and Support Fee" means the aggregate amount of technology fees actually paid to us by the franchisee.

"Restaurant EBITDA After" means Restaurant EBITDA Before after deductions for the Royalty and the Technology and Support Fees actually paid by the restaurant.

"Royalty Adjustment" is the difference between the average amount paid by the franchisees in the Data Set for Royalty Expense and the amount franchisees are required to pay under the current form Franchise Agreement (5%). The reason for the difference is that some franchisees in the Data Set are subject to older forms of Franchise Agreement that provided for a lower royalty rate than is provided for under the current form Franchise Agreement.

"Technology and Support Fee" is the difference between the average amount paid by the franchisees in the Data Set for Technology and Support Fee and the amount franchisees are required to pay under the current form Franchise Agreement ($100/month).

"Advertising National Adjustment" is the difference between the average contributions paid by the franchisees in the Data Set to the Brand Fund and the amount franchisees are required to contribute under the current form Franchise Agreement (5% of Net Sales).

"Adjusted EBITDA" means Restaurant EBITDA After minus the Royalty Adjustment, Technology and Support Fee Adjustment, and the Advertising National Adjustment necessary to bring those amounts to the current amounts required under the current form of Franchise Agreement.

The Results

Table 1 - 2024 Average Monthly Metrics for Restaurants in Data Set

Financial Metrics	Average Amount	Average Percentage
Fee Based Net Sales [1]	$110,664	94.6%
Game Room Sales	$6,362	5.4%
Net Company Sales [3]	$117,025	100.0%
COGS	$32,080	27.4%
Payroll Costs	$37,058	31.7%
Controllable Expenses	$13,775	11.8%
Advertising National [5]	$5,396	4.9%
Non-Controllable Expenses	$9,735	8.3%
RESTAURANT EBITDA BEFORE	$18,982	16.2%
Royalty Expenses [5]	$4,947	4.5%
Technology and Support Fee	$37	0.0%
RESTAURANT EBITDA AFTER	$13,998	12.0%
Royalty Adjustment [5]	$586	0.5%
Technology and Support Fee Adjustment	$63	0.1%
Advertising National Adjustment	$137	0.1%
ADJUSTED EBITDA [6]	$13,211	11.3%

Table 2 - 2024 Average Annual Metrics for Restaurants in Data Set

Financial Metrics	Average Amount	Average Percentage
Fee Based Net Sales [2]	$1,327,963	94.6%
Game Room Sales	$76,342	5.4%
Net Company Sales [4]	$1,404,304	100.0%
COGS	$384,960	27.4%
Payroll Costs	$444,691	31.7%
Controllable Expenses	$165,305	11.8%
Advertising National [5]	$64,751	4.9%
Non-Controllable Expenses	$116,818	8.3%
RESTAURANT EBITDA BEFORE	$227,779	16.2%
Royalty Expenses [5]	$59,367	4.5%
Technology and Support Fee	$439	0.0%
RESTAURANT EBITDA AFTER	$167,972	12.0%
Royalty Adjustment [5]	$7,031	0.5%
Technology and Support Fee Adjustment	$761	0.1%
Advertising National Adjustment	$1,648	0.1%
ADJUSTED EBITDA[6]	$158,533	11.3%

Notes to the above Tables:

(1) The highest monthly Fee Based Net Sales was $263,252, the lowest monthly Fee Based Net Sales was $53,581, and median monthly Fee Based Net Sales was $107,425. Of the Restaurants in the Data Set, 110 (i.e., 46%) Cicis Buffet Restaurants met or exceeded the average monthly Fee Based Net Sales.

(2) The highest annual Fee Based Net Sales was $3,159,023, the lowest annual Fee Based Net Sales was $642,972, and median annual Fee Based Net Sales was $1,289,099. Of the Restaurants in the Data Set, 110 (i.e., 46%) Cicis Buffet Restaurants met or exceeded the average monthly Fee Based Net Sales.

(3) The highest monthly Net Company Sales was $277,428, the lowest monthly Net Company Sales was $54,894, and median monthly Net Company Sales was $113,562. Of the Restaurants in the Data Set, 111 (i.e., 46%) Cicis Buffet Restaurants met or exceeded the average monthly Net Company Sales.

(4) The highest annual Net Company Sales was $3,329,140, the lowest annual Net Company Sales was $658,727, and median annual Net Company Sales was $1,362,750. Of the Restaurants in the Data Set, 111 (i.e., 46%) Cicis Buffet Restaurants met or exceeded the average monthly Net Company Sales.

(5) In the Tables above, Advertising National, Royalty Expenses, and the corresponding adjustments for each are shown as a dollar amount and a percentage of Fee Based Net Sales to correspond with our current practice of not requiring franchisees to pay Royalty and Fund contributions on Game Room Sales (defined below). All other amounts are shown as dollar amounts and a percentage of Net Company Sales.

(6) Some franchisees in the Data Set are subject to older forms of Franchise Agreement that provide for lower payment amounts than those provided in the current form of Franchise Agreement. To account for those differences, we have included adjustments in the Tables below as necessary to bring them to the Royalty and Technology and Support Fee required to be paid under the current Franchise Agreement. There are no other differences between the Cicis Buffet Restaurants that are in the Data Set and the Cicis Buffet Restaurant that you will be required to develop and operate if you sign a Franchise Agreement pursuant to this Disclosure Document.

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

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

Other than the preceding financial performance representation, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections or your future income, you should report it to the

franchisor's management by contacting our Legal Department at 13355 Noel Road, Suite 1645, Dallas, TX 75240, 972-745-4200, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1A

System-wide Outlet Summary
(Cicis Buffet Restaurants)
As of December 31, 2022, December 31, 2023, December 31, 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Cicis Buffet Restaurants	2022	278	259	-19
	2023	259	255	-4
	2024	255	245	-10
Company Owned Cicis Buffet Restaurants	2022	7	14	+7
	2023	14	18	+4
	2024	18	19	+1
Total Outlets	2022	285	273	-12
	2023	273	273	0
	2024	273	264	-9

Table 1B

System-wide Outlet Summary
(Cicis To Go Restaurants)
As of December 31, 2022, December 31, 2023, December 31, 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Cicis To Go Restaurants	2022	6	6	0
	2023	6	6	0
	2024	6	6	0
Company Owned Cicis To Go Restaurants	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	2022	6	6	0
	2023	6	6	0
	2024	6	6	0

Table No. 2A
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
(Cicis Buffet Restaurants)
As of December 31, 2022, December 31, 2023, December 31, 2024

State	Year	Number of Transfers
Alabama	2022	0
	2023	0
	2024	1
Arkansas	2022	1
	2023	0
	2024	0
Florida	2022	0
	2023	3
	2024	2
Georgia	2022	2
	2023	2
	2024	1
Kansas	2022	1
	2023	0
	2024	0
Louisiana	2022	2
	2023	0
	2024	0
Missouri	2022	1
	2023	0
	2024	0
Mississippi	2022	1
	2023	0
	2024	0
Oklahoma	2022	1
	2023	1
	2024	0
Tennessee	2022	1
	2023	0
	2024	0
Texas	2022	19
	2023	15
	2024	3
Virginia	2022	0
	2023	0
	2024	2
TOTAL	2022	29
	2023	21
	2024	9

Table No. 2B
Transfers of Outlets from Franchisees to New Owners
(Cicis To Go Restaurants)
For fiscal years ended December 31, 2022, December 31, 2023, December 31, 2024

State	Year	Number of Transfers
Texas	2022	1
	2023	0
	2024	0
TOTAL	2022	1
	2023	0
	2024	0

Table 3A
Status of Franchised Outlets
(Cicis Buffet Restaurants)
For fiscal years ended December 31, 2022, December 31, 2023, December 31, 2024

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewal	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
AL	2022	11	0	0	0	0	1	10
	2023	10	0	0	0	1	0	9
	2024	9	0	0	0	0	0	9
AR	2022	7	0	0	0	0	1	6
	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
CO	2022	2	1	0	0	0	1	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
FL	2022	27	0	0	1	0	1	25
	2023	25	0	0	0	0	1	24
	2024	24	0	1	0	0	0	23
GA	2022	11	0	0	0	0	0	11
	2023	11	0	0	0	0	0	11
	2024	11	0	0	0	0	1	10
IL	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
IN	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	1	0	0	0	1
KS	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewal	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
	2024	3	0	0	0	0	0	3
KY	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
LA	2022	8	0	0	0	0	0	8
	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	1	7
MD	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
MO	2022	7	0	1	0	0	0	6
	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
MS	2022	3	0	0	0	0	1	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
NE	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	1	0	0	0
NM	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
NC	2022	14	0	0	0	4	1	9
	2023	9	0	0	0	0	1	8
	2024	8	0	0	0	0	0	8
OH	2022	3	0	0	0	0	1	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
OK	2022	11	0	0	0	0	0	11
	2023	11	0	0	0	0	0	11
	2024	11	0	0	0	0	0	11
PA	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
SC	2022	10	0	0	0	1	0	9
	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	0	9
TN	2022	17	0	0	0	0	1	16
	2023	16	0	0	0	0	0	16
	2024	16	0	0	0	0	1	15
TX	2022	125	1	0	0	2	3	121

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewal	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
	2023	121	1	0	0	0	1	121
	2024	121	0	1	0	0	1	119
VA	2022	9	0	0	1	0	0	8
	2023	8	0	0	0	0	1	7
	2024	7	0	1	0	1	0	5
TOTAL	2022	278	2	1	2	7	11	259
	2023	259	1	0	0	1	4	255
	2024	255	0	4	1	1	4	245

Table 3B
Status of Franchised Outlets
(Cicis To Go Restaurants)
For fiscal years ended December 31, 2022, December 31, 2023, December 31, 2024

State	Year	Outlets at Start of Year	Outlets Opened	Termin ations	Non-Renewal	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
OK	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
TX	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
TOTAL	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6

Table 4A
Status of Company-Owned Outlets
(Cicis Buffet Restaurants)
For fiscal years ended December 31, 2022, December 31, 2023, December 31, 2024

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
AL	2022	2	0	0	0	0	2
	2023	2	1	1	0	0	4
	2024	4	0	0	0	0	4
NC	2022	0	0	4	0	0	4

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
	2023	4	1	0	0	0	5
	2024	5	0	0	0	0	5
SC	2022	0	0	1	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
TX	2022	5	0	2	0	0	7
	2023	7	1	0	0	0	8
	2024	8	0	0	0	0	8
VA	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	1	0	0	1
TOTAL	2022	7	0	7	0	0	14
	2023	14	3	1	0	0	18
	2024	18	0	1	0	0	19

Table 4B
Status of Company-Owned Outlets
(Cicis To Go Restaurants)
For fiscal years ended December 31, 2022, December 31, 2023, December 31, 2024

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
ALL STATES	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
TOTAL	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0

Table 5
Projected Openings as of December 31, 2024 (Cicis Restaurants)

State	Franchise Agreement Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in Next Fiscal Year
Georgia	2	2	0
North Carolina	0	2	0
Texas	2	1	1
Virginia	0	1	0
TOTAL	4	6	1

Note to tables 1 to 5: As described in Item 1, as of the issuance date of this Disclosure Document, Cicis Enterprises continues to act as the franchisor under certain franchise agreements for Cicis Restaurants that were signed prior to the date of this Disclosure Document, but we expect that it will, at some time after the date of this Disclosure Document, assign those agreements to us.

Disclosures Applicable to Both Cicis Restaurant and Cicis To Go Restaurants

The names, addresses and telephone numbers of our franchises and their outlets as of December 31, 2024 are attached as Exhibit E.

Attached as Exhibit F is a list of the names, city and state and current business telephone number, or, if unknown, the last known home telephone number of franchisees who had an outlet terminated, canceled, or not renewed, or otherwise voluntarily or involuntarily ceased to do business under their agreements during the most recently completed fiscal year end or who has not communicated with us within 10 weeks of this Disclosure Document's issuance date.

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

We have no current or former franchisees who have signed provisions during the last three fiscal years restricting their ability to speak openly to you about their experience with the Cicis franchise system.

At this time there are no trademark specific franchisee organizations representing Cicis franchisees, and no such trademark specific franchisee organization has asked us to be included in this Disclosure Document.

ITEM 21
FINANCIAL STATEMENTS

Attached as Exhibit G are (i) the combined audit report for us and our affiliate, CiCi Services Company, LLC, which includes our and CiCi Services Company, LLC's combined balance sheet as of December 31, 2024 and 2023, and the related combined statements of income, changes in members' capital and cash flows for the years then ended on December 31, 2024 December 31, 2023, December 31, 2022, and (ii) the Guaranty of Performance issued by our affiliate, CiCi Services. Our and CiCi Services' fiscal year ends on December 31.

ITEM 22
CONTRACTS

Attached as Exhibits to this Disclosure Document are the following contracts and their attachments:

Exhibit B	Form of Franchise Agreement
Exhibit C	Form of Area Development Agreement
Exhibit D	Form of Incentive Program Addenda
Exhibit D-1	Development Incentive Program Addendum
Exhibit D-2	Veteran's Incentive Program Addendum
Exhibit D-3	Reopen Incentive Program Addendum

Exhibit D-4	Underperforming Incentive Program Addendum
Exhibit H	State Addenda and Agreement Riders
Exhibit I	Form of Renewal Addendum
Exhibit K	Sample General Release

ITEM 23
RECEIPTS

Attached as Exhibit L to this Disclosure Document are 2 Receipts. When you receive this Disclosure Document, you must sign and date (as of the date of your receipt) both Receipts and return 1 to us, retaining the other for your records.

EXHIBIT A

STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

CALIFORNIA

Department of Financial Protection & Innovation:
Toll Free: 1 (866) 275-2677

Los Angeles

Suite 750
320 West 4th Street
Los Angeles, California 90013
(213) 576-7505

Sacramento

2101 Arena Blvd.
Sacramento, California 95834
(916) 445-7205

San Diego

1455 Frazee Road, Suite 315
San Diego, California 92108
(619) 610-2093

San Francisco

One Sansome Street, Suite 600
San Francisco, California 94104
(415) 972-8559

HAWAII

(state administrator)

Business Registration Division
Securities Compliance Branch
Department of Commerce
and Consumer Affairs
P.O. Box 40
Honolulu, Hawaii 96810
(808) 586-2722

ILLINOIS

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

INDIANA

(state administrator)

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

(agent for service of process)

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

MARYLAND

(state administrator)

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6300

(agent for service of process)

Maryland Securities Commissioner
at the Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

MICHIGAN

(state administrator)

Michigan Attorney General's Office
Consumer Protection Division
Attn: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48909
(517) 373-7117

MINNESOTA

(state administrator)

Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

NEW YORK

(state administrator)

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8236 Phone
(212) 416-6042 Fax

NORTH DAKOTA

(state administrator)

North Dakota Securities Department
600 East Boulevard Avenue
State Capitol - Fourteenth Floor - Dept 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

OREGON

Department of Business Services
Division of Finance & Corporate Securities
350 Winter Street, NE, Room 410
Salem, Oregon 97310-3881
(503) 378-4387

RHODE ISLAND

Department of Business Regulation
Division of Securities
John O. Pastore Complex
Building 69-1
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9645

SOUTH DAKOTA

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

VIRGINIA

(state administrator)

State Corporation Commission
Division of Securities
and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9051

(agent for service of process)

Clerk, State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
(804) 371-9733

WASHINGTON

(state administrator)

Department of Financial Institutions
Securities Division
P.O. Box 41200
Olympia, Washington 98504-1200
(360) 902-8760

WISCONSIN

(state administrator)

Securities and Franchise Registration
Wisconsin Department of Financial Institutions
4022 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-1064

EXHIBIT B

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

Franchisee: _____
Location: _____
_____
Store No.: _____

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FRANCHISE AGREEMENT

This Franchise Agreement ("**Agreement**") is made as of the Effective Date identified on Attachment A hereto by and between **On Smile LLC**, a Delaware limited liability company whose address is 13355 Noel Road, Suite 1645, Dallas, TX 75240 ("**us**"), and the Person (as defined below) identified as the "Franchisee" on Attachment A ("**you**").

RECITALS

A. We grant franchises for the development, ownership, and operation of restaurants (each, a "**Cicis Restaurants**") that are identified by and use names, trademarks, service marks, commercial symbols, and trade dress (including exterior and interior designs, décor, and color schemes) that we authorize, from time to time (collectively, the "**Marks**"), and that feature foods (currently pizza, pastas, salads, desserts, and other food items) and related items. Cicis Restaurants are developed and operated using specified systems, operating platforms, service methods, products and services, we and our affiliates may, at our and their option, change, delete, improve, and further develop from time to time (the "**System**"). There are two types of Cicis Restaurants: (i) dine-in buffet restaurants ("**Cicis Buffet Restaurants**"), and (ii) take-out/delivery only restaurants ("**Cicis To Go Restaurants**").

B. You and, if applicable, your Owners have requested that we grant you a license to use the System to develop and own a Cicis Restaurant and, in support of your request, have provided us with certain supporting materials (the "**Application Materials**"). We are willing to grant your request on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of their respective undertakings and commitments set forth herein, the receipt and sufficiency of which are acknowledged, you and we agree as follows:

AGREEMENT

1. GRANT

A. Grant of Rights. In reliance on the Application Materials, we hereby grant you the right and license, and you hereby accept the right and obligation, to use the System (including the Marks) to develop, own and operate a Cicis Restaurant, of the type indicated on Attachment A or Attachment A-1 hereto, during the Term (defined below), at the Location (defined below), and strictly and solely in accordance with this Agreement. Your right and obligation to develop, own and operate a Cicis Restaurant is referred to herein as the "**Franchise**," and the Cicis Restaurant you develop and own under this Agreement is referred to herein as your "**Restaurant**."

B. Location; Protected Area and Reserved Rights.

(1) Your Restaurant may be developed and operated only at a location upon which you and we agree, in writing (the "**Location**"). If you and we have agreed upon the Location when this Agreement is executed, it is identified on Attachment A hereto. If you and we have not yet agreed upon the Location, it is your responsibility to secure our agreement as to your Location within 120 days following the Effective Date. You must, at your expense, find and propose to us a location within the geographic area described on Attachment A ("**Designated Area**") that you believe meets our then-current site criteria and to submit any information about the location that we request in order to assess your proposal. We may, but will not be required to, conduct an on-site inspection of your proposed location. Should we elect to do so, we will not charge you a fee for conducting the inspection, but you must reimburse all costs and expenses we incur in connection with the

inspection. If you choose to continue to pursue a proposed location and we determine that it is appropriate to conduct another on-site inspection, we reserve the right to charge a fee for, and you will reimburse us the costs and expenses associated with, each such inspection.

(2) If you and we agree after the Effective Date that your proposed location will be the Location, you and we will identify it on Attachment A-1 hereto and will indicate on that attachment (a) whether your Restaurant will be operated as a Cicis Buffet Restaurant or as a Cicis To Go Restaurant, and (b) your Restaurant's Protected Area (defined below). You must sign and deliver to us Attachment A-1 within five (5) days of its delivery to you, failing which, we may revoke our acceptance of the proposed location. If you and we are unable to agree upon the proposed location, the type of Cicis Restaurant that will be developed, and the Protected Area, you must locate and propose to us a different location within the Designated Area. This Agreement does not grant you any exclusivity with respect to the Designated Area. Our willingness to agree to your proposed Location means only that it meets the criteria that we have established solely for our own purposes, which may be different than your own. Even if we have suggested or assisted you in finding the Location, you may not rely upon our agreement regarding the Location as our representation, promise, warranty, or guarantee that your Restaurant will be profitable or otherwise successful, that the Location satisfies your own requirements, or for any other purpose whatsoever.

(3) We agree that, except as provided in this Agreement and subject to your full compliance with this Agreement and any other agreement between you or your affiliates and us or our affiliates, we and our affiliates will not, during the Term, establish, or authorize any Person other than you to establish, a Cicis Restaurant identified by the Marks within the area identified on Attachment A or Attachment A-1, as applicable (the "**Protected Area**").

(4) We and our affiliates have and retain all rights within and outside the Protected Area that are not expressly and exclusively granted to you under this Agreement and the right to do anything that we have not, in this Agreement, expressly agreed not to do, including the right to do and to authorize others to do the following: (i) establish and operate Cicis Restaurants identified by the Marks at any location outside the Protected Area, including locations that are adjacent or proximate to the Protected Area, (ii) establish and operate Cicis Restaurants identified by the Marks in any Reserved Area (defined below) whether within or outside the Protected Area, (iii) establish and operate restaurants under other trade names, service marks, and trademarks at any location within or outside of the Protected Area, (iv) establish and operate Cicis To Go Restaurants anywhere in world, including within the Protected Area, (v) offer and sell, anywhere in the world (including within the Protected Area) any similar or dissimilar products and services, whether identified by the Marks or by other trademarks, trade names or service marks, through any channel or by any method of distribution other than a full-service Cicis Restaurant (including by or through a Cicis To Go Restaurant, the Internet or similar electronic media), on any terms and conditions we deem appropriate, and (vi) acquire, be acquired by, merge with, affiliate with or engage in any transaction with other businesses (whether competitive or not) located anywhere and, even if such businesses are located in the Protected Area, (x) convert the other businesses to the Cicis brand and allow them to operate as part of the System, and/or (y) permit the other businesses to continue to operate under another name and incorporate one or more elements of the System. A "**Reserved Area**" is any enclosed area of retail sales establishments in excess of 250,000 square feet, food courts, airports, hospitals, cafeterias, commissaries, schools, hotels, office buildings and stadiums, arenas, ballparks, festivals, fairs, military bases and other mass gathering locations or events. Without limiting the foregoing, we and our affiliates may, among other things, offer and sell, and authorize others to offer and sell: (a) collateral products, such as pre-packaged food products, t-shirts and other Cicis memorabilia, under the Marks at or from any location or through any channel of distribution; (b) food and beverage services under the Marks at or through any permanent,

temporary or seasonal food service facility or through any channel of distribution except a Cicis Restaurant located within the Protected Area, which facilities may provide in whole or in part the products and services offered by a Cicis Restaurant; and (c) any products or services (including any food or beverage services) under any other names and marks at any location or through any channel of distribution.

2. LEASE, DEVELOPMENT, AND OPENING DATE

A. Lease; Contract of Sale. You must secure possession of the Location within 120 days following the Effective Date or, if applicable, the date on which Attachment A-1 is executed. You agree not to sign a proposed lease or contract of sale pursuant to which you will acquire possession of the Location without first providing us with a copy of the proposed contract and obtaining our approval. We will have a reasonable time after we receive the proposed lease or contract of sale to review and approve it. We will not approve any lease unless a rider to the lease, in substantially the form attached as Attachment C hereto, is attached to the lease and incorporated therein. If the Location is owned by a related party, you and the owner must enter into a formal lease containing arms-length terms. You must have a lease compliance review by an attorney we approve or designate, and you will be responsible for the reasonable attorneys' fees incurred by us in connection with the compliance review of the proposed lease. You must provide us a fully executed copy of the lease or sale agreement within ten (10) days of its execution. You expressly agree (i) to furnish us, promptly upon receipt, copies of any and all letters and notices sent to you as tenant under the lease for the Location, including any notices of default; and (ii) not to amend or modify the lease, or assign, renew, or extend the term of the lease, without our prior written consent. Any proposed lease modification, amendment, or renewal must be presented to us prior to execution by the parties for a compliance review by our approved real estate counsel. You will be responsible for the reasonable attorneys' fees incurred by us in connection with the compliance review of the proposed lease modification, amendment, or renewal. You must provide a fully executed copy of any lease modification, amendment, or renewal to us within 10 days after execution. Neither any suggestions we make regarding the terms of the lease, the compliance review, nor our approval of the lease constitutes our representation, promise, warranty, or guarantee that the lease is in your best interests, satisfies your own requirements, or for any other purpose whatsoever.

B. Development of Your Restaurant. You are responsible, at your expense, for doing all things necessary to construct, develop, equip, and open your Restaurant in accordance with this Agreement and all applicable federal, state, local, municipal, or other governmental laws, ordinances and regulations (the "**Laws**"), including the following:

(1) obtaining all necessary zoning classifications and clearances,

(2) obtaining all permits, licenses, and certifications required by the Laws;

(3) certifying in writing to us that the insurance coverage specified in Section 11 is in full force and effect and that all required approvals, clearances, permits, and certifications have been obtained and, upon our request, providing us additional copies of your insurance policies or certificates of insurance and copies of all such approvals, clearances, permits, and certifications.

(4) obtaining any architectural, engineering, design, and construction services you deem necessary for the construction of your Restaurant;

(5) adapting the prototypical architectural and design plans and specifications for construction of your Restaurant that we provide you as necessary for the construction of your Restaurant and submit such adapted plans to us for review and approval. If we object to any such plans, then we

will provide you with a reasonably detailed list of changes necessary to make the plans acceptable, and you must submit revised plans. You may not use any plans until we have approved them in writing. Our silence with respect to approval or rejection of the plans will not be deemed to be approval of the plans;

(6) engaging the services of a contractor who has demonstrated the ability to comply with our standards and who meets our then-current requirements. Prior to signing an agreement with a contractor, you must submit to us such information pertaining to the contractor as we may reasonably request. Within 15 days following receipt of all information we request, we will approve or disapprove the proposed contractor in writing;

(7) providing us with such periodic reports regarding the progress of the construction or remodeling as we require;

(8) completing all exterior and interior preparations for your Restaurant, including installation of equipment, fixtures, furnishings, signs, and game room equipment, pursuant to the plans and specifications we approve; and

(9) complying with all other of your pre-opening obligations set forth in this Agreement.

We will make such on-site inspections as we deem necessary to evaluate the progress of the development of your Restaurant, and we have the right to require you to pay us a reasonable fee for such on-site inspections and to pay or reimburse us for the expenses we incur, such as the cost of travel, lodging, and meals, in connection with such on-site inspections. You must notify us of the scheduled date for completion of construction or remodeling no later than 45 days prior to such date. Within a reasonable time after the date of completion of construction or remodeling, we will, at our option, conduct an inspection of the completed Restaurant.

You acknowledge that our reviews and approvals under this Section are only to monitor compliance with the System for our own purposes. Our acceptance or approval does not constitute a representation, warranty, or guaranty, express or implied, by us as to the accuracy, completeness, compliance with this Agreement or Laws of any document that is the subject of our review or approval, or as to the qualifications of any Person. We are not responsible for architecture or engineering, or for code, zoning, or other requirements of the Law, ordinances, or regulations of any federal, state, local, or municipal governmental body, including any requirement relating to accessibility by disabled persons or others, nor are responsible for any errors, omissions, or discrepancies of any nature in the plans.

C. Opening Date. Time is of the essence. Subject to your compliance with the conditions stated below, unless you obtain an extension of the following time periods from us in writing, you must open your Restaurant and commence business no later than the first anniversary of the Effective Date. The date your Restaurant opens for business to the public as provided herein ("**Opening Date**") will be set forth in Attachment A. You will not open your Restaurant for business without our written authorization.

3. TERM AND RENEWAL

A. Term. Unless sooner terminated as provided in Section 15, the term of this Agreement will begin on the Effective Date and end at the close of regular business on the 10th anniversary thereof ("**Term**").

B. Renewal. You may, at your option, renew your right to own and operate your Restaurant for (1) one term of 10 years to commence immediately following expiration of the Term, subject to your compliance with the following conditions:

(1) You must give us written notice of your election to renew not less than six (6) months and not more than nine (9) months before the end of the Term;

(2) You must, at your expense, do all things necessary to ensure that the interior and exterior premises of your Restaurant and all assets used in the operation of your Restaurant comply with all System Standards (defined below) and reflect the then-current standards and image of Cicis Restaurants;

(3) You and your affiliates must not be in default of any provision of this Agreement or of any other agreement with us or any of our affiliates, and you and your affiliates must have substantially and timely complied with the terms and conditions of such agreements during their respective terms;

(4) You must satisfy all monetary obligations owed to us and our affiliates under this Agreement and any other agreement between you or any of your affiliates and us or any of our affiliates;

(5) You must present to us satisfactory evidence that you have the right to remain in possession of the premises of your Restaurant during the renewal term or obtain our consent to a new site for your Restaurant. Any proposed lease modification, amendment, or renewal must be presented to us prior to execution by the parties for a compliance review by our real estate counsel we approve. You will be responsible for the reasonable attorneys' fees incurred in connection with the compliance review of the proposed lease modification, amendment, or renewal;

(6) You must execute our then-current form of franchise agreement, which agreement will supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement, including a different Royalty Fee and rate of Fund Contribution;

(7) You must pay us a renewal fee of $7,500, plus all amounts necessary to reimburse us for our reasonable out-of-pocket costs and expenses associated with renewing your right to own and operate your Restaurant, including legal and accounting fees.

(8) You and your Owners must execute a general release of any and all claims, however and whenever arising, against us, our affiliates, and our and their related parties; and

(9) You must comply with our then-current qualification and training requirements.

4. FEES

A. Initial Franchise Fee. You will pay us, on your execution of this Agreement, an initial franchise fee in the amount shown on Attachment A or Attachment A-1, as applicable. The initial franchise fee, when paid, will be deemed fully earned and nonrefundable in consideration of the administrative and other expenses we incurred in granting the license hereunder and for our lost or deferred opportunity to grant such license to any other party.

B. Initial Training Fee. You will pay us, on your execution of this Agreement, a fully earned, nonrefundable training fee in the amount shown on Attachment A in consideration of our allowing you and your designees to participate in our initial training program as described in this Agreement.

C. Royalty Fee; Royalty Report. During the Term of this Agreement, you will pay us, as partial consideration for the rights herein granted, a continuing weekly Royalty Fee (the "**Royalty Fee**") of 5% of

your Restaurant's Net Sales if your Restaurant is a Cicis Buffet Restaurant. However, if your Restaurant is a Cicis To Go Restaurant, you will pay us, as partial consideration for the rights herein granted, a continuing weekly Royalty Fee of 6% of your Restaurant's Net Sales. The Royalty Fee will be due and payable each week based on your Restaurant's Net Sales for the preceding week and will be paid to us via EFT (defined below) or such other means we specify from time to time. We will determine from time to time the start and end day of the week for purposes of calculating the Royalty Fee and the day of the week on which payment of the Royalty Fee is due. If the date on which such payments would otherwise be due is not a business day, then payment will be due on the next business day.

D. Technology and Support Fee. During the Term of this Agreement, you will pay us, or a service-provider we designate (which may be us or our affiliate) a fee in the amount of $100 per month for your right to use certain technology that we mandate and make available for use in the operation of your Restaurant from time to time ("**Technology and Support Fee**"). The Technology and Support Fee is in addition to all direct out-of-pocket costs you must otherwise incur to acquire and maintain the required computer system and other technology to operate your Restaurant in compliance with the terms of this Agreement and the Manual. You must pay the Technology and Support Fee at the times, and in the manner, designated by us or the provider of such services. We may require you to enter into a written agreement with a third-party provider under terms and conditions we approve or require.

E. Net Sales. "**Net Sales**" means all sales, revenues, charges and receipts received by you from your Restaurant or attributed to your Restaurant, including all revenue that is generated from the operation of any video game machines (including bulk machines) located at your Restaurant, whether from cash, check, credit or debit card, gift cards, barter exchange, trade credit or other credit transactions, or any other forms of payment, but excludes (i) Sales Tax (as defined below), (ii) any refunds made for your customers, and (iii) receipts from the sale of products from vending machines located at your Restaurant. Net Sales includes all insurance proceeds you receive to replace revenue that you lose from the interruption of your Restaurant due to a casualty or other event covered by business interruption or similar insurance coverage. "**Sales Tax**" means all taxes collected directly from customers, based upon present or future Law, collected by you in the operation of your Restaurant, and any other tax, excise, or duty which is levied or assessed against you by any federal, state, municipal, or local authority, based on sales of specific merchandise sold at or from your Restaurant, provided that such taxes are actually transmitted to the appropriate taxing authority. We may, from time to time, authorize certain other items to be excluded from Net Sales. We may, in our discretion, revoke or withdraw any such permission at any time.

F. Other Fees.

(1) If you request that we (i) amend this Agreement or (ii) consent to, prepare any other documentation for, or review documentation for any transaction for which no specific fee is imposed under any other provision of this Agreement, you must pay us the applicable administrative fee we determine from time to time, which, in no event, will exceed $1,000 per document.

(2) If you fail to submit when due any information or report required by this Agreement or the Manuals (defined below), including data warehouse reports and information, certificates of insurance, and financial statements, we may, after first providing written notice and a reasonable opportunity to cure assess a reasonable data collection fee for as long as the information or report remains outstanding. Our assessment of the data collection fee will be in addition to our other rights and remedies. If you do not submit when due the Net Sales report, then we will have the right to assess the data collection fee immediately without notice or an opportunity to cure. Our assessment of the data collection fee will be in addition to our other rights and remedies.

(3) The Royalty Fee we charge under this Agreement was determined based on the assumption that you will comply with your obligations hereunder. If you do not comply with your obligations, we will incur additional costs and expenses. Therefore, if we determine that you are not in compliance with your obligations under this Agreement, we may charge you a non-compliance fee of $250 for each violation thereof, and your Royalty Fee will be increased by one (1) percentage point until we determine that you have cured all deficiencies and are compliant with all terms of this Agreement, at which time it will revert to the rate shown in Section 4.C above. Payment of the non-compliance fee is not a cure of the non-compliance that triggered its payment. The non-compliance fee is intended to compensate us for certain expenses or losses we will incur as a result of the non-compliance and is not a penalty or an expression of the total amount of such damages. Nothing in this paragraph limits any of our other rights and remedies available under the terms of this Agreement.

(4) If you serve alcohol products in your Restaurant, and a Law is enacted during the Term which prohibits or restricts in any way your ability to pay and our ability to collect Royalty Fees or other amounts based on Net Sales derived from the sale of such products, then we reserve the right to modify your payment obligations to us under this Agreement and revise the applicable provisions hereunder in order to provide the same basic economic effect to both us and you as currently provided in this Agreement. In such event, you agree to execute the appropriate document(s) in the form we prescribe to give effect to or take account of such revisions.

G. Past Due Amounts. You are not entitled to withhold payments due under this Agreement on grounds of our or our affiliates' alleged or actual nonperformance under this Agreement. Any payment or report not actually received by us on or before such date will be deemed overdue. Time is of the essence with respect to all payments you are obligated hereunder. All unpaid obligations under this Agreement will bear interest from the date due until paid at the rate of five percent (5%) per month or the maximum rate allowed by applicable law, whichever is less.

H. Electronic Fund Transfers. Unless we notify you otherwise from time to time, all payments due to us under this Agreement will be paid via electronic funds transfer ("**EFT**"). You agree to sign all documents necessary to permit us to withdraw funds from your designated bank account by EFT in the amounts due under this Agreement from time to time, at the time or times that such amounts become due and payable under the terms of this Agreement. If you fail to timely provide us with a Net Sales Report, then we may process an EFT for the subject week based on the most recent Net Sales Report you provided to us; provided that if it is subsequently determined (i) that the actual amount of the fee due was more than the amount of the EFT, then we will be entitled to withdraw additional funds through EFT from your designated bank account for the difference; or (ii) that the actual amount of the fee due was less than the amount of the EFT, then we will credit the excess amount to the payment of your future obligations. Should any EFT not be honored by your bank for any reason, you will be responsible for the payment that was the subject of the EFT, plus our then-current service charge, which may include any service charge due to the bank. If any payments are not received when due, we may charge interest in accordance with Section 4.F above.

5. YOUR REPRESENTATIONS, WARRANTIES, AND COVENANTS

You, for yourself and each of your Owners, represent, warrant, covenant and agree that:

A. Restaurant Operations. Once, you commence the operations of your Restaurant in accordance with this Agreement, you agree to continuously operate your Restaurant throughout the Term. The menu items, products, and services offered at or from your Restaurant, and the manner and style in which they are distributed, will at all times conform to our requirements, as we authorize in writing, as further described

in this Agreement. You will not institute or engage in delivery of the menu items, products, or services offered at or from your Restaurant without our prior express written authorization.

B. Application Materials. All information provided in the Application Materials (including any financial statements of you or your Owners) was at the time made and is as of the Effective Date of this Agreement true and correct.

C. Your Organization and Ownership. If you are not a natural person:

(1) you are duly organized and validly existing under the Laws of the state of your formation and are duly qualified and authorized to do business in each jurisdiction in which your business activities or the nature of the properties owned by you require such qualification;

(2) your governing documents will at all times provide that your activities are confined exclusively to operating your Restaurant, unless otherwise consented to by us in writing;

(3) the execution and performance of this Agreement are within your power as provided for in your governing documents and have been duly authorized;

(4) you have provided us with copies of your formation and governing documents and any other documents we reasonably request and will provide us with copies of any modifications thereto;

(5) the ownership interests in you are accurately and completely described in Attachment A, and you will maintain at all times a current list of all Owners of record and all beneficial Owners of any class of voting securities or ownership in you, which you will make available to us upon request;

(6) if, after the execution of this Agreement, any Person ceases to qualify as one of the your Owners (defined in Section 17.O.), or if any individual succeeds to or otherwise comes to occupy a position which would, upon designation by us, qualify him as one of your Owners, then you will notify us within 10 days after any such change and, upon designation of such Person by us as one of your Owners or as a Managing Owner, as the case may be, such Person must execute such documents and instruments (including, as applicable, this Agreement) as we require;

(7) your governing documents must provide that ownership interests in you are subject to all restrictions imposed upon assignments or transfers by this Agreement;

(8) any agreements among your Owners must require such Owners to consent to the transfer of ownership interests in you to us or our designee upon the exercise of any rights of first refusal or purchase options we have under this Agreement;

(9) you will maintain at all times, during the Term, sufficient working capital to fulfill your obligations under this Agreement;

(10) all your Owners will execute the Guaranty and Assumption Agreement ("**Guaranty**") attached as Attachment B hereto;

(11) you will provide us with any and all loan documents or other documentation regarding the financing of your Restaurant or its operations that we request; and

(12) at our request, you will guarantee the obligations of each of your affiliates or subsidiaries that sign a franchise agreement with us and will cause each such affiliate and subsidiary to guarantee your obligations hereunder. Further, in the event of any uncured default of its franchise agreement(s) by any such affiliate or subsidiary whose obligations you have guaranteed, you hereby authorize us to withdraw by EFT from your designated bank account any funds necessary to cure such default.

D. Managing Owner; Operator.

(1) Prior to the execution of this Agreement, you must designate and at all times maintain an Owner who is a natural person approved by us to serve as your Managing Owner ("**Managing Owner**"), with primary responsibility for the supervision of your activities under this Agreement. Your initial Managing Owner is identified on Attachment A. Unless otherwise approved by us, the Managing Owner will be the same for all franchise agreements executed pursuant to any Development Agreement between you (or your affiliate) and us and the same as the Managing Owner designated under any such Development Agreement. The Managing Owner must own and maintain at least 25% of the direct ownership interests in you. Except as may otherwise be provided in this Agreement, the Managing Owner's interest in you will be and will remain free of any pledge, mortgage, hypothecation, lien, charge, encumbrance, voting agreement, proxy, security interest, or purchase right or options.

(2) In addition to exercising general supervisory responsibility for your activities under this Agreement, the Managing Owner shall directly oversee your Restaurant's operations, unless you designate another natural person whom we approve to serve as your "**Operator**". Your initial Operator, if applicable, is identified on Attachment A. An Operator may, but need not, be an owner and will be responsible for overseeing your Restaurant's operations.

(3) Your Managing Owner and/or Operator must be approved by us, as we determine in our sole discretion. Once approved, your Managing Owner and Operator must, during the entire period they serve in such capacities, continue to meet our qualifications and such other standards as may be set forth in the Manuals or otherwise conveyed to you in writing. Your Managing Owner and the initial Operator must successfully complete our initial training program (the duration and scope of which may vary, depending upon such person's prior restaurant operating experience) within a reasonable period of time after the execution of this Agreement and prior to the Opening Date. If your Managing Owner or Operator fails, in our sole judgment, to satisfactorily complete such program, then we will give you an opportunity to designate a new Managing Owner and/or Operator, who must be approved by us. If such newly designated Managing Owner or Operator fails to complete the initial training program to our satisfaction prior to the scheduled Opening Date, we may terminate this Agreement in accordance with Section 15.A.(2)(e).

(4) You must vest the Managing Owner and any Operator with sufficient decision-making authority to expedite the determinations and decisions that are essential to effective and efficient operation of your Restaurant. Your Operator (and your Managing Owner if your Managing Owner is your Operator) must devote his or her full-time best efforts to the supervision of your Restaurant's operation and, with our consent, to the supervision of other Cicis Restaurants owned by you or your affiliate(s) and operated pursuant to franchise agreement(s) with us. Neither the Managing Owner nor the Operator will engage in any other business or activity that may conflict with your obligations under this Agreement or any other agreement with us or our affiliates.

(5) You must, at all times, keep us informed as to the identity of the persons serving as your Managing Owner and your Operator. If your relationship with the Managing Owner terminates or

materially changes, you must promptly designate a qualified replacement and must notify us within five (5) business days of any change. Any successor or replacement Managing Owner and Operator must complete our initial training program within a reasonable period of time after his or her appointment. If we, in our sole judgment, determine that your Restaurant is not supervised by a properly trained and qualified Managing Owner and/or Operator, we will notify you, and you must take appropriate corrective measures within a reasonable period of time, not to exceed 60 days from the date of the notice. Further, during such time period, you must provide interim supervision of your Restaurant in accordance with this Agreement and approved in writing by us.

E. Management Personnel. Not later than 45 days prior to the Opening Date, and at all times during the Term, you must designate a general manager who must direct the daily operation and management of your Restaurant ("**General Manager**") and the number of assistant managers we deem reasonably necessary for the daily operation and management of your Restaurant ("**Assistant Managers**") who, in each case, meet the qualifications set forth in this Section 5.E. You will at all times keep us informed as to the identity of the person serving as your General Manager. The General Manager must devote full time and best efforts to the supervision and management of your Restaurant. If we, in our sole judgment, determine that your Restaurant is not managed by a properly trained and qualified General Manager or Assistant Managers, we will notify you, and you will take appropriate corrective measures within a reasonable period of time, not to exceed 60 days from the date of the notice. Further, during such time period, you will provide interim management of your Restaurant in accordance with this Agreement and approved in writing by us. The General Manager and Assistant Managers must complete, to our satisfaction, our initial training program for managers not later than 15 days prior to the Opening Date (or, in the case of any successor or replacement General Manager or Assistant Manager, within a reasonable period of time after his or her appointment). We will determine, in our sole discretion, whether the General Manager and Assistant Manager candidates have satisfactorily completed initial training. If the initial training program is not satisfactorily completed by any such person, or if we, in our reasonable business judgment, based upon the performance of such person, determine that the training program cannot be satisfactorily completed by such person, we will notify you, and you must take appropriate corrective measures, within a reasonable period of time, not to exceed 30 days.

F. Training and Assistance. You agree that it is necessary to the continued operation of the System and your Restaurant that your personnel receive the training we require. Accordingly, in addition to the training requirements set forth in Sections 5.D and 5.E above, you agree as follows:

(1) We will conduct training at any Cicis Restaurants that we or our affiliates operate or at other Cicis Restaurants or other location(s) we designate, which may be operated by other Cicis franchisees. If this Agreement is for your or your affiliates' first or second Restaurant, we will provide instructors and training materials for the initial training program at no additional charge to you, other than the expenses described in Section 5.F(5) below. We reserve the right to charge a reasonable fee for any initial training provided to a replacement or successor personnel designated in Sections 5.D and 5.E above, and to any initial, replacement, or successor personnel of any additional Cicis Restaurant you establish.

(2) The persons identified in Sections 5.D and 5.E above and such other personnel at your Restaurant as we designate must attend such additional training programs and seminars as we may require from time to time. For all such programs and seminars, we will provide the instructors and training materials. However, we reserve the right to charge a reasonable fee for such additional training programs and seminars.

(3) In connection with the opening of your Restaurant, we may provide you with on-site opening assistance we deem necessary. The number of trained representatives providing such

assistance and the time period for which such assistance will be provided will be determined by us based on the number of Cicis Restaurants you and your affiliates operate and our assessment of your operational requirements. You will not be required to pay a fee or reimburse our expenses for on-site opening assistance if this Agreement is for your (or your affiliates') first or second Restaurant. If this Agreement is for your (or your affiliates') third or subsequent Restaurant, at our request, you must pay or reimburse us for the expenses we incur to provide such assistance, such as the cost of travel, lodging, and meals.

(4) Upon your reasonable request, or as we deem appropriate, we will, during the Term, and subject to the availability of personnel, provide on-site remedial training to your Restaurant personnel. You will pay the per diem fee then being charged to franchisees under the System for the services of such trained representatives, plus their costs of travel, lodging, and meals.

(5) Unless otherwise agreed in writing, you will be responsible for any and all expenses, including the costs of travel, lodging, meals, and wages, incurred by you or your personnel in connection with any training program (initial or subsequent) we provide.

(6) Notwithstanding anything to the contrary, for any training program (whether initial or additional) or national or regional conferences that we conduct, we may, in our discretion, supplement or replace in-person training with live or recorded online training modules.

G. Legal Compliance. You will comply with the Laws and will timely obtain any and all permits, certificates, and licenses necessary for the full and proper development and conduct of your Restaurant, including licenses to do business, fictitious name registrations, sales tax permits, fire clearances, health permits, certificates of occupancy, and any permits, certificates, or licenses required by any environmental law, rule, or regulation, and if we permit beer and/or wine sales, you will obtain any and all state, county, and/or local liquor licenses required for the on-premises sale and consumption of beer and/or wine at your Restaurant and will comply with the Laws relating to the sale of beer and/or wine at your Restaurant. You will also comply with all other requirements and obligations provided for in this Agreement.

H. Anti-Terrorist Activities. You certify that neither you nor any of your Owners, employees, or anyone associated with you is listed in connection with any Anti-Terrorism Law, and you will not hire or have any dealings with a person so listed. You further certify that you have no knowledge or information that, if generally known, would result in you or your Owners, employees, or anyone associated with you being so listed. You will comply with and/or assist us to the fullest extent possible in our efforts to comply with the Anti-Terrorism Laws and, in connection with such compliance, you represent and warrant that none of your property or interests are subject to being "**blocked**" under any of the Anti-Terrorism Laws and that you and your Owners are not otherwise in violation of any of the Anti-Terrorism Laws. You specifically acknowledge and agree that your indemnification responsibilities as provided in Section 14. of this Agreement pertain to your obligations under this Section 5.H. Any misrepresentation by you under this Section 5.H. or any violation of the Anti-Terrorism Laws by you, your Owners, or your employees will constitute grounds for immediate termination of this Agreement and any other agreement you have entered into with us or one of our affiliates in accordance with the terms of Sections 15.A(2) of this Agreement. "**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future Laws and any other requirements of any governmental authority (including the United States Department of Treasury Office of Foreign Assets Control) addressing or in any way relating to terrorist acts and acts of war.

I. Non-Disparagement. You agree not to (and to use your best efforts to cause your current and former shareholders, members, officers, directors, principals, agents, partners, employees, representatives, attorneys, spouses, affiliates, successors and assigns not to) (1) disparage or speak or write negatively, directly or indirectly, of us, our affiliates, any of our or our affiliates' directors, officers, employees, representatives or affiliates, our current and former franchisees, area directors, or developers, the Cicis brand, the System, any Cicis Restaurant (including your own), any business using the Marks, any other brand or service-marked or trademarked concept of us or our affiliates, or (2) undertake any act which would (a) subject the Cicis brand or such other brands to ridicule, scandal, reproach, scorn, or indignity, (b) which would negatively impact the goodwill of us, the Cicis brand, the System, or any other brands owned or controlled by us or any of our affiliates, or (c) constitute an act of moral turpitude.

6. RESTAURANT OPERATIONS

A. Maintenance. You will maintain your Restaurant in a high degree of sanitation, repair, and condition and otherwise comply with all requirements set forth in the Manuals with regard to such matters. Except as may be expressly provided in the Manuals, no alterations or improvements or changes of any kind in design, equipment, signs, interior or exterior decor items, fixtures, or furnishings will be made in or about your Restaurant or its premises without our prior written approval.

B. Improvements and Modernization. You will, upon our request, make other improvements to your Restaurant premises, equipment (including computer hardware and software), game room equipment, signs, interior and exterior decor items, fixtures, furnishings, supplies, and other products and materials required for the operation of your Restaurant, to our then current System Standards.

C. Manuals. During the Term, we will provide you with access to our manuals applicable to the development and operation of Cicis Restaurants (collectively, the "**Manuals**"). We will determine the content of the Manuals, the frequency in which it may be updated, and the manner and format in which it is delivered or made available to you. The Manuals may contain both mandatory specifications, standards, operating procedures and rules that we periodically prescribe for operating Cicis Restaurants and other specifications, standards and policies we may periodically suggest, and information on your other obligations under this Agreement (the "**System Standards**"), and other suggested specifications, standards and procedures. We may periodically modify the Manuals, including in the form of memoranda and newsletters, to reflect changes in System Standards. Our master copy of the Manuals is the controlling copy. The Manuals and any passwords and access credentials are part of our Confidential Information (defined below) and must be protected against improper use and disclosure. You may disclose the Manuals to your employees who need to know its contents provided they are themselves bound by written obligations of confidentiality. You may not at any time copy, duplicate, record, or otherwise reproduce, distribute or publish any part of the Manuals or use its contents in any other business.

D. System Standards and Specifications. You understand the importance of maintaining uniformity among all of the Cicis Restaurants and the importance of complying with all of our standards, specifications, policies, and procedures relating to the operation of your Restaurant and, therefore, agree to comply with all System Standards as they exist from time to time. Though we retain the right to establish and periodically modify System Standards, you retain the right and sole responsibility for the day-to-day management and operation of your Restaurant and the implementation and maintenance of System Standards at your Restaurant. System Standards may regulate any aspect of the operation and maintenance of your Restaurant, including, but not limited to, any one or more of the following:

(1) sales, marketing, advertising and promotional programs and materials and media used in these programs;

(2) staffing levels for your Restaurant and employee qualifications, dress, and appearance (although employee selection and promotion, hours worked, rates of pay and other benefits, work assigned and working conditions are your sole responsibility);

(3) use and display of the Marks;

(4) days and hours of operation;

(5) methods of payment that your Restaurant may accept from customers;

(6) policies for the registration, use, content, or management of online presences, or other technology systems, solutions, or products;

(7) participation in market research and product and service testing programs;

(8) participation in gift card programs;

(9) menus, including product offerings, appearance, and inclusion of nutrition information;

(10) bookkeeping, accounting, data processing and record keeping systems and forms; formats, content and frequency of reports to us of sales, revenue, and financial performance and condition;

(11) participation in quality assurance and customer satisfaction programs;

(12) use of any third-party food delivery services, online ordering services, or other food aggregation services;

(13) types, amounts, terms and conditions of insurance coverage required for your Restaurant, including criteria for your insurance carriers; and

(14) any other aspects of operating and maintaining your Restaurant that we determine to be useful to preserve or enhance the efficient operation, image or goodwill of the Marks and Cicis Restaurants.

The System Standards applicable to Cicis Buffet Restaurants may differ from those applicable to Cicis To Go Restaurants. Our periodic modification of the System Standards, which may accommodate regional or local variations, may obligate you to invest additional capital in your Restaurant and incur higher operating costs. At our discretion, we may require you to make certain modifications to the manner of operation of your Restaurant, including without limitation, modifying the hours of operation, changing the manner in which products or services shall be delivered to customers, limiting or changing the products or services that you shall provide to customers, and creating and displaying temporary signage, all of which may be required on a regional or local basis as necessary to address certain public health concerns. These modifications do not need to be implemented throughout the System, and in certain situations, could only affect your Restaurant, and could include requiring temporary closure. We will determine the scope and duration of such modifications.

E. Approved Suppliers. You will comply with all of the standards and specifications relating to the purchase of all food and beverage items (including the beverage brands that we require), ingredients, supplies, materials, fixtures, furnishings, exterior signage, equipment (including computer hardware and software) game room equipment, and other products used or offered for sale at your Restaurant. Except as provided in this Agreement, or as otherwise expressly approved by us in writing, if we have approved

suppliers for any such item (including manufacturers, distributors, and other sources), you must obtain these items from those suppliers. Our approved suppliers (which may include or be limited to us and our affiliates) are those who have been approved in writing by us prior to any purchases by you from any such supplier and who have not thereafter been disapproved by us. If you desire to purchase, lease, or use any products or other items from an unapproved supplier, you must submit to us a written request for such approval, or request the supplier itself to do so. You must not purchase or lease from any supplier until and unless such supplier has been approved by us in writing. We have the right to require that our representatives be permitted to inspect the supplier's facilities and that samples from the supplier be delivered, either to us or to an independent laboratory we designate for testing. A charge, not to exceed the cost of the inspection and of the test (including our administrative costs attributable to both), must be paid by you or the supplier. We reserve the right, at our option, to re-inspect from time to time the facilities and products of any such approved supplier and to revoke our approval upon the supplier's failure to continue to meet any of our then-current criteria. Nothing in the foregoing will be construed to require us to approve any particular supplier, and we may, in our sole discretion, require any item used or offered for sale at your Restaurant to be purchased exclusively from us, our affiliates, or from a single third-party supplier or distributor. You acknowledge and agree that (1) we may change the number of approved or designated suppliers at any time and may designate us, our affiliates, or a third-party as the exclusive source for any particular item; (2) we and/or our affiliates may receive payments, fees, commissions, reimbursements, and other benefits (each of which may result in profit to us) from such suppliers in respect of your purchases and leases; and (3) you hereby assign to us any marketing allowances and other payment and benefits paid or made available to you by approved vendors (including any beverage vendors) under any contracts that we execute with such vendors with respect to the terms and conditions under which they will supply products or services to you or the System and hereby authorize each such vendor to pay all such payments and benefits directly to us.

F. Operational Requirements. To ensure that the highest degree of quality and service is maintained, you will operate your Restaurant in strict conformity with our methods, standards, specifications, policies, and procedures or as are set forth in the Manuals (or otherwise provided in this Agreement) and as may from time to time otherwise be prescribed in writing. In particular, you also agree:

(1) To sell or offer for sale all, and only those, menu items, products, and services we require (including beer and/or wine, if permitted by applicable law) or expressly approve, in writing, from time to time, and removing those items that we subsequently disapprove, utilizing only the method, manner, and style of distribution we prescribe or approve, in writing, from time to time, including without limitation distribution through dine-in, carry-out, catering, and delivery using any platform and provider we require. Any change in distribution methods must be expressly authorized by us in writing, in the Manuals, or otherwise. You must comply with the terms of any such distribution program and, in connection therewith, execute such documents or instruments that we require.

(2) To maintain in sufficient supply and to use and sell at all times only such food and beverage items, ingredients, products, materials, supplies, and paper goods that conform to our System Standards; to prepare all menu items in accordance with our recipes and procedures for preparation contained in the Manuals or other written directives, including the prescribed measurements of ingredients; and to refrain from deviating from our standards and specifications by the use or offer of nonconforming items or differing amounts of any items, without our prior written consent.

(3) To permit us or our agents, at any reasonable time, to remove a reasonable number of samples of food and non-food items from your inventory, or from your Restaurant, without payment therefor, in amounts reasonably necessary for testing by us or an independent laboratory to determine whether such samples meet our then current standards and specifications. In addition to any other remedies we may have under this Agreement, we may require you to bear the cost of

such testing if we have not previously approved the supplier of the item or if the sample fails to conform with our specifications.

(4) To purchase or lease and install all fixtures, furnishings, equipment (including computer hardware and software), decor items, signs, delivery vehicles, and related items as we may reasonably direct from time to time in the Manuals or otherwise in writing; and to refrain from installing or permitting to be installed on or about your Restaurant premises, without our prior written consent, any fixtures, furnishings, equipment, delivery vehicles, decor items, signs, video or other games, vending machines, or other items not previously approved as meeting our standards and specifications, as set forth in the Manuals. If you lease from a third party any of the property described above, such lease must be approved by us, in writing, prior to execution. Our approval will be conditioned upon such lease containing a provision which permits any interest of yours in the lease to be assigned to us upon the termination or expiration of this Agreement and which prohibits the lessor from imposing an assignment or related fee upon us in connection with such assignment. Our specification, review, or approval of any fixtures, furnishings, equipment, or other items will not constitute a warranty, express or implied, as to such item, and we will not have any liability or responsibility with respect to the lack of suitability of, or defects in, any such item.

(5) To grant us and our agents the right to enter upon your Restaurant premises and any Restaurant motor vehicles at any time for the purpose of conducting inspections; to cooperate with our representatives in such inspections by rendering such assistance as they may reasonably request; and, upon notice from us or our agents, and without limiting ours other rights under this Agreement, to take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection, including any modification or alternation necessary to protect the System and/or the Marks. If you, for any reason, fail to correct such deficiencies within a reasonable time as we determine, then to protect our and our affiliates' interest in the Marks, we will have the right and authority (without, however, any obligation to do so) to correct such deficiencies and charge you a reasonable fee for correcting such deficiencies and our related expenses (including expenses related to any necessary re-inspection that we may deem fit), which you must pay immediately upon demand. Any inspection conducted by us will not constitute any express or implied undertaking, warranty, or representation by us that our inspections comply with any building, life safety, environmental, or other codes imposed by any governmental authority or that they comply with acceptable architectural or engineering standards.

(6) To maintain a competent, conscientious, trained staff and to take such steps as are necessary to ensure that your employees preserve good customer relations and comply with such dress code as we may prescribe.

(7) To open and maintain the buffet at the Cicis Buffet Restaurants in operation at all times we specify in the Manuals or otherwise in writing.

(8) To have on duty at your Restaurant during all hours of operation a Manager, certified by us as having satisfactorily completed our initial training program as described above.

(9) To participate, at your expense, in the conduct of any test marketing and mystery shopper or other customer satisfaction programs we authorize.

G. Point of Sale/Computer Systems. At our discretion, you must purchase, from a supplier that we designate, install, and maintain (1) the point of sale and computer system and all ancillary and peripheral equipment and components and software that we require and (2) all other hardware and software we require in connection with your Restaurant's operations (e.g. kitchen display systems, customer service platforms,

and delivery platforms); any or all of which may be upgraded, substituted, and/or changed at our sole discretion at any time (each component and collectively, "**Cicis Approved POS System**"). You must enter into, and pay for, all license or other agreements with us, our affiliates, or third parties which are necessary for you to obtain and maintain the right to use the software programs we require. You acknowledge and agree that we will have electronic access to the information compiled and managed by such software and hardware at the times and in the manner that we specify. You must maintain a secure technology infrastructure that meets our requirements from time to time. All technology used to support the Cicis Approved POS System must maintain the most current PCI DSS-compliance (compliance with the then-current regulations of the Payment Card Industry Data Security Standards council or its successor and other regulations and industry standards applicable to the protection of customer privacy and credit card information, including but not limited to the Fair and Accurate Credit Transaction Act (FACTA)) and must meet our requirements, which may change from time to time.

H. Proprietary Items. We have developed and may develop for use in the System certain products which are prepared from confidential recipes and which are our trade secrets. You must use our proprietary items as we require, and you must purchase such proprietary items from us or from a supplier we require. You must also purchase from us or from a source we designate for resale certain promotional and other merchandise identifying the System as we require, such as pre-packaged food products and Cicis-branded memorabilia in amounts sufficient to satisfy your customers' demand.

I. Complaints. You must process and handle all complaints connected with or relating to your Restaurant and must promptly notify us by telephone and in writing of all of complaints and governmental actions or inquiries related to your Restaurant. You must maintain for our inspection any reports affecting your Restaurant or equipment located in your Restaurant during the Term of this Agreement and for 30 days after the expiration or earlier termination hereof.

J. Vehicles. You must place such signs and decor items on the vehicle as we require and keep such vehicle clean and in good working order at all times. You must not engage or utilize any individual in the operation of a motor vehicle in connection with providing services hereunder who is under the age of 18 years or who does not possess a valid driver's license under the Laws of the state in which you provide such services. You must require each such individual to comply with all Laws and to use due care and caution in the operation and maintenance of motor vehicles. Except as noted above, we do not set forth any standards or exercise control over any motor vehicle utilized by you or your employees, agents, or independent contractors. The safe operation of any motor vehicle is your sole responsibility.

K. Information Security. You are responsible, at your expense, to comply with all Laws related to the collection (including with respect to permissions to do so), storage and processing of information that you collect, store or process and that can be used to identify an individual, including names, addresses, telephone numbers, e-mail addresses, employee identification numbers, signatures, passwords, financial information, credit card information, biometric or health data, government-issued identification numbers and credit report information ("**Personal Information**"). You must implement all administrative, physical and technical safeguards necessary to protect and appropriately dispose of any Personal Information that you have collected or stored in accordance with all applicable Laws and industry best practices. If you become aware of a suspected or actual breach of security or unauthorized access involving Personal Information, you will notify us immediately of the breach or unauthorized access and specify the extent to which Personal Information was compromised or disclosed, and your plans to correct and prevent any further breach or unauthorized access. You will follow our instructions regarding curative actions and public statements relating to any data breach.

L. Employees, Agents and Independent Contractors. You acknowledge and agree that you are solely responsible for all decisions relating to employees, agents, and independent contractors that you hire to

assist in the operation of your Restaurant. You agree that any employee, agent or independent contractor that you hire will be your – not our - employee, agent or independent contractor. You also agree that you are exclusively responsible for the terms and conditions of employment of your employees, including recruiting, hiring, firing, training, compensation, work hours and schedules, work assignments, safety and security, discipline, and supervision. You agree to manage the employment functions of your Restaurant in compliance with the Laws.

7. MARKETING AND RELATED FEES

A. Participation in Marketing and Promotional Programs. We may, from time to time, develop and administer marketing and sales promotion programs designed to promote and enhance the collective success of all Cicis Restaurants, including national, regional, or local programs and limited time offers (each an "**LTO**") that promote the brand, particular products, or gift cards and other loyalty programs (the "**Marketing Programs**"). You will participate in all such Marketing Programs, at your expense, in accordance with the terms and conditions we establish for each program.

(1) All products we require you to offer under any mandatory LTO (or the ingredients for such products) will be automatically shipped to you by our designated supplier within 10 days following the announcement of the LTO unless, within such 10-day period, you have placed an order for the required products (or the ingredients for such products) with our designated supplier in quantities sufficient to satisfy our requirements for the LTO. If you order less than the required amount, our designated supplier will automatically ship the balance to you. Notwithstanding anything to the contrary, you shall be responsible for cost and expenses associated with your purchase or automatic supply by our designated suppliers of the products (or the ingredients for such products) and services required by you to offer any LTO. You hereby authorize us to withdraw payment for all products automatically shipped to you by our designated suppliers on or before the payment date set forth in the supplier's invoice by EFT from your account in accordance with Section 4.H. of this Agreement.

(2) You will comply with all requirements and specifications we establish, and use all designated vendors, for each Marketing Program.

(3) We may, from time to time, provide you, without charge, certain marketing pieces regarding the Cicis® franchise opportunity. You must display those materials in your Restaurant in accordance with our direction.

B. Marketing Contributions and Expenditures. In addition to your participation in the Marketing Programs as described above, you agree to the following:

(1) You agree to contribute 5% of your Restaurant's Net Sales to the Fund (defined below) ("**Fund Contribution**"). The Fund Contribution is calculated in the same manner, and will be due and payable at the same time, as the Royalty Fee.

(2) In addition to the Fund Contribution, you must spend at least 1% of your Restaurant's Net Sales on approved marketing programs for your Restaurant in the Protected Area ("**Local Marketing Spend**"). We describe in the Manuals from time to time certain expenditures that will not satisfy the Local Marketing Spend unless you obtain our prior written agreement as to specific proposed expenditures.

(3) If your Restaurant is located within an area that is or becomes covered by a Cooperative (defined below), you must contribute to the Cooperative all amounts required by the Cooperative's

governing documents ("**Minimum Cooperative Contribution**") and any additional amounts authorized by a vote of the Cooperative's members and approved by us ("**Excess Cooperative Contribution**"). Your Minimum Cooperative Contribution may be applied toward your Local Marketing Spend except where and to the extent used by the Cooperative on programs that, as described above, do not satisfy the Local Marketing Spend. Excess Cooperative Contributions may not be applied to offset the Local Marketing Spend.

(4) From time to time, we may, in our discretion, aggregate or re-allocate any of your Fund Contributions, Local Marketing Spend, and Minimum Cooperative Contributions to one or more of those marketing vehicles as, and for such time as, we specify.

C. Marketing Fund. We have established and may, at our option, continue a marketing fund for the purpose of promoting Cicis Restaurants, the System (and any aspect thereof), and the Marks generally and to develop tools and technology to advance that objective (the "**Fund**"). While the Fund exists, it will be maintained and administered by us or our designee as follows:

(1) We will direct all programs conducted, sponsored, or funded by the Fund and will have sole discretion to approve or disapprove the creative concepts, materials, media, vendors and strategies used in and in connection with all such programs and activities.

(2) We may use the Fund to pay for any activities that we determine fall within the reasonable scope of the Fund's activities and responsibilities, including (a) to reimburse our and our affiliates' expenses in administering and operating the Fund (including a reasonable allocation of the salaries of our or our affiliates' employees who perform work for the Fund), (b) to pay for any and all costs of planning, maintaining, administering, directing, preparing, and placing marketing (including the costs of preparing and placing materials), traditional and non-traditional commercial development (including new restaurant development), and media placement, and (c) to pay for the costs of product innovation, guest research, product testing, and the development, licensing, maintenance and operation of technology tools (including internet websites, intranet, and applications) to facilitate the operation of the Fund, the conduct of any of its activities, and the customer experience.

(3) All Fund Contributions will be maintained in a separate account and will not be used to defray any of our general operating expenses except as described in Section 7.C(2) above. We will prepare an unaudited annual statement of the operations of the Fund and make the most recent statement available to you, on your written request, within 120 days after our fiscal year end.

(4) We do not undertake any obligation to make expenditures for you which are equivalent or proportionate to your Fund Contribution or to ensure that any you or any other franchisee benefits directly or pro rata from the Fund's activities.

(5) Although the Fund is intended to be of perpetual duration, we may terminate the Fund. The Fund will not be terminated, however, until all monies in the Fund have been expended for marketing or promotional purposes or returned to all contributors, without interest, on the basis of their respective contributions.

D. Cooperatives. We have the right, in our sole discretion, to designate any geographic area in which two or more Cicis Restaurants are located as a region for purposes of establishing a marketing cooperative ("**Cooperative**") to conduct marketing for the Cicis Restaurants located within the designated Cooperative area. You will be required to participate in any such Cooperative, in accordance with the rules established for the Cooperative, for the area in which your Restaurant is located. All contributions to the Cooperative will be maintained and administered in accordance with the Cooperative's governing documents, and the

Cooperative will be operated solely as a conduit for the collection and authorized expenditure of Cooperative contributions. Each Cooperative will be organized and governed in a form and manner, and will commence operation on a date, we determine in our sole discretion.

E. Grand Opening. In addition to any other amounts you are required to contribute or spend under this Agreement, you will carry out and fund a grand opening promotion relating to the opening of your Restaurant as we specify in the Manuals or otherwise in writing. Amounts paid by you for the initial grand opening promotion will not be credited toward any other of your obligations under this Agreement.

F. Business Listings. You must, at your expense, place in your Restaurant's local market area all business listings in such directories (including internet listings) and categories as we require from time to time. Any amount you pay for such business listings will be in addition to your other marketing requirements under this Agreement.

G. Marketing Approval. All marketing and promotion, in any medium, conducted by you or on your behalf (whether voluntarily or in satisfaction of your obligations under this Agreement) must be conducted in a dignified manner and must conform to our standards and requirements. You must obtain our prior written approval of all marketing and promotional plans and materials (including those that you are permitted under this Agreement to place on the Internet) before using them if we have not prepared or provided them to you or if we have not previously approved them (and not subsequently withdrawn our approval of them) prior to their proposed use. We will approve or disapprove such plans and materials within 14 days after our receipt thereof, but our failure to do so will not be deemed an approval. You must promptly discontinue use of any marketing or promotional plans or materials, whether or not previously approved by us, upon our written notice to do so.

H. Pricing. Unless prohibited by the Laws, we may periodically set a maximum or minimum price that you may charge for products and services offered by your Restaurant. If we do so, you may charge any price for the product or service up to and including our designated maximum price or down to and including our designated minimum price. The designated maximum and minimum prices for the same product or service may, at our option, be the same. For any product or service for which we do not impose a maximum or minimum price, we may require you to comply with an advertising policy adopted by us which will prohibit you from advertising any price for a product or service that is different than our suggested retail price. Although you must comply with any advertising policy we adopt, you will not be prohibited from selling any product or service at a price above or below the suggested retail price unless we impose a maximum price or minimum price for such product or service.

I. Internet Website. You have no authority to, and will not, advertise or promote your Restaurant on any website or other electronic, virtual, or digital medium (including, but not limited to Facebook, X (formerly known as Twitter), Instagram, LinkedIn, or any blog or other social media sites) without our prior written consent. We have established, or may establish, and maintain a website that provides information about the System and the products that Cicis Restaurants provide ("**Cicis Website**"). We have sole discretion and control over the Cicis Website (including timing, design, contents, and continuation). We may (but are not required to) include at the Cicis Website an interior page containing information about your Restaurant. You agree to provide us any current information we request in order to do so. We also have the sole right (but no obligation) to develop an internal communications network ("**Intranet**") through which we and our franchisees can communicate by e-mail or similar electronic means. If we develop an Intranet, you will use our Intranet in accordance with all applicable Laws and in strict compliance with the standards, protocols, and restrictions that we include in the Manuals (including standards, protocols, and restrictions relating to the encryption of Confidential Information and prohibitions against the transmission of libelous, derogatory, or defamatory statements).

J. Branded E-mail. We reserve the right to require you to obtain from us and use an e-mail address associated with our registered domain name. If we require you to obtain and use an e-mail address, you must do so according to our then-current System Standards. You acknowledge and agree that we will have unrestricted access to all such e-mail accounts, and all documents, data, materials, and messages shared from or by such accounts. We may deactivate any such account or limit your or your users' access to it at any time. You acknowledge and agree that you will use such e-mail address only in connection with the operation of your Restaurant and in compliance with all Laws.

8. MARKS

A. Agreements Regarding the Marks. You understand, acknowledge and agree that:

(1) The license to use the Marks is derived entirely from this Agreement and is non-exclusive except and only to the extent we expressly agree in this Agreement not to use or permit the use of the Marks.

(2) As between us and you, we or our affiliates are the owner of all right, title, and interest in and to the Marks and the goodwill associated with and symbolized by them. You agree that you and your Owners, officers, directors, employees, contractors, and other representatives will not take (or encourage or assist anyone else to take) any action that would challenge, prejudice or interfere with our and our affiliates' rights with respect to the Marks. Nothing in this Agreement gives you any right, title, or interest in or to any of the Marks or copyrights, or our or our affiliates' other proprietary and intellectual property, except the right to use them as and to the extent expressly granted in, and in strict compliance with the terms and conditions of, this Agreement. Any unauthorized use of any of the foregoing is a knowing infringement of our and our affiliates' rights therein and a breach of this Agreement.

(3) All goodwill arising from your use of the Marks and the System will inure solely to our and our affiliates' benefit, and on expiration or termination of this Agreement, no monetary amount will be attributable to any goodwill associated with your use of the Marks.

(4) You will provide us with all assignments, affidavits, documents, information, and assistance we reasonably request to fully vest in us all such rights, title, and interest in and to the Marks, including all such items as are reasonably requested by us to register, maintain, and enforce such rights.

(5) We reserve the right, in our discretion, to add to, modify, and discontinue any Marks that you use in or to identify your Restaurant or any goods or services offered therein, and you agree, at your expense, to comply with our directions in that regard.

B. Use of the Marks. With respect to your use of the Marks licensed pursuant to this Agreement:

(1) Unless we otherwise authorize or require, you will operate and advertise your Restaurant only under the name "Cicis" without prefix or suffix. However, you will not sign any legal documents or contracts referring to you simply as "Cicis." You will not use the Marks as part of your corporate or other legal name.

(2) You must, at all times, identify yourself as the independent owner of your Restaurant and not do anything to indicate that you are our affiliate, including uses on invoices, order forms, receipts, and contracts. At a minimum, you must display a notice to that effect, in such content and form and at such conspicuous locations as we may designate from time to time.

(3) You will not use the Marks to incur any obligation or indebtedness on our behalf.

(4) You will use the trade name we assign to your Restaurant and will comply with all applicable Laws related to the filing of trade name or fictitious name registrations. You will also execute any documents we deem necessary to obtain protection of the Marks or to maintain their continued validity and enforceability.

(5) We or our affiliates are the lawful, rightful, and sole owner of the Internet domains named "*www.cicispizza.com*," "*www.cicis.com*," and any other Internet domain names we register, and you hereby unconditionally disclaim any ownership interest in those or any colorably similar Internet domain name. You will not register any Internet domain name in any class or category that contains words used in or similar to any brand name we or our affiliates own or any abbreviation, acronym, phonetic variation, or visual variation of those words.

(6) You will not use the Marks or any abbreviation or other name associated with us or the System as part of any e-mail address, domain name, or other identification of you in any electronic medium. You will not transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without first obtaining our written consent as to the content of such e-mail advertisements or solicitations as well as your plan for transmitting such advertisements. In addition, you will be solely responsible for compliance with all Laws pertaining to sending e-mails including but not limited to the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM Act of 2003).

(7) You must obtain our prior written approval before using the Marks to advertise, support, or endorse any organizations, brands, products, or services.

C. Infringement. You must notify us immediately of any apparent infringement of, or challenge to, your use of any Mark or of any claim by any Person of any rights in any Mark. You and your Owners must not communicate with any Person other than us or our counsel, any affiliate we designate or their counsel, and your counsel in connection with any such infringement, challenge, or claim. We will have complete discretion to take such action as we deem appropriate in connection with the foregoing and the right to control exclusively, or to delegate control to any of our affiliates of, any settlement, litigation, or U.S. Patent and Trademark Office or other proceeding arising out of any such alleged infringement, challenge, or claim or otherwise relating to any Mark. You will execute any and all instruments and documents, render such assistance, and do such acts or things as may, in our opinion, reasonably be necessary or advisable to protect and maintain our or any of our affiliates' interests in any litigation or U.S. Patent and Trademark Office or other proceeding or to otherwise protect and maintain our interests or the interests of any other interested party in the Marks. We will indemnify you against and reimburse you for all damages for which you are held liable in any proceeding arising out of your use of any of the Marks (including settlement amounts), provided that your conduct and the conduct of each of your Owners with respect to such proceeding and use of the Marks is in full compliance with the terms of this Agreement.

9. CONFIDENTIALITY AND NONCOMPETITION COVENANTS

A. Manuals. To protect our reputation and goodwill and to maintain high standards of operation under our Marks, you will develop and operate your Restaurant in accordance with the Manuals, other written directives we may issue to you from time to time, whether or not such directives are included in the Manuals, and any other manuals and materials created or approved for use in the operation of your Restaurant (for the avoidance of doubt, references in this Agreement to the "**Manuals**" shall include all such written directives and such other manuals and materials that we provide you from time to time). The Manuals form part of our Confidential Information (defined below) and, as between us and you, will at all

times remain our sole property. Any physical copies of the Manuals that we provide to you must be kept in a secure place on your Restaurant premises. Both physical and electronic copies of the Manuals may be made accessible only to those of your Owners and employees who need to know their contents and only after they have signed a confidentiality agreement, in form and substance we approve, pursuant to which they agree to maintain the same level of confidence to which you are bound under this Agreement. We may, from time to time, revise the contents of the Manuals, and you hereby expressly agree to comply with each new or changed standard. In the event of any dispute as to the contents of the Manuals, the terms of the master copy of the Manuals that we maintain will control.

B. Confidentiality; Innovations. You and your Owners and personnel may from time to time be provided with or otherwise be exposed to certain information about the System and the development and operation of Cicis Restaurants, including your Restaurant (some, but not all of which may be "trade secrets" under applicable law), that we consider and protect as our confidential information (regardless of whether they are marked as such), including the following (collectively, the "**Confidential Information**"):

(1) growth and development plans, strategies, and forecasts related to the System;

(2) site selection criteria;

(3) initial or additional training and operations materials, including recipes and the Manuals;

(4) the System Standards and other methods, formats, specifications, standards, systems, procedures, techniques, market research, customer data, knowledge, and experience used in developing, promoting and operating Cicis Restaurants;

(5) knowledge of specifications for, and vendors of, assets and other products and supplies;

(6) any software or other technology which is proprietary to us, our affiliates, or the System, including digital passwords and identifications and any source code of, and data, reports, and other materials generated by, the software or other technology;

(7) customers of Cicis Restaurants (including your Restaurant); and

(8) knowledge of the operating results and financial performance of Cicis Restaurants (including your Restaurant).

Confidential Information does not include information, knowledge, or know-how, which is lawfully known to the public without violation of applicable law or an obligation to us or our affiliates.

You agree that you, your Owners, your employees and independent contractors will adopt and implement reasonable procedures to prevent unauthorized use or disclosure of the Confidential Information. Further, you and your Owners, and your employees, and independent contractors will not, during the Term or at any time thereafter, disclose any of our Confidential Information to any other Person or use any of our Confidential Information for any purposes other than the business you own and operate pursuant to this Agreement.

You may divulge such Confidential Information only to those of your Owners, employees and independent contractors who must have access to it in order to operate your Restaurant and then only if they are bound to the same obligations regarding confidentiality to which you are obligated under this Section. You may not, and you will ensure that your Owners, employees and independent contractors will not, without our prior written consent, copy, duplicate, record, or otherwise reproduce any Confidential Information, in

whole or in part, nor otherwise make the same available to any unauthorized Person. Prior to disclosing any Confidential Information to any Person that you are permitted under this Section to disclose such information, you will obtain the execution by such Person of covenants similar to those set forth in this Section 9.B, on our then-current form of agreement. The covenant in this Section 9.B. will survive the expiration, termination, or Transfer of this Agreement or any interest herein.

All improvements, developments, derivative works, enhancements, or modifications to your Restaurant, the System, and any Confidential Information (collectively, "**Innovations**") made or created by you, your Owners, you employees or your contractors, whether developed separately or in conjunction with us, shall be owned solely by us without any obligation to pay any compensation to you or them for such Innovations. You represent, warrant, and covenant that your Owners, employees and contractors are bound by written agreements assigning all rights in and to any Innovations developed or created by them to you. To the extent that you, your employees or your contractors are deemed to have any interest in such Innovations, you hereby agree to assign, and do assign, all right, title and interest in and to such Innovations to us. To that end, you shall execute, verify, and deliver such documents (including, without limitation, assignments) and perform such other acts (including appearances as a witness) as we may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining, and enforcing such ownership rights in and to the Innovations, and the assignment thereof. Your obligation to assist us with respect to such ownership rights shall continue beyond the expiration or termination of this Agreement. In the event we are unable for any reason, after reasonable effort, to secure your signature on any document needed in connection with the actions specified in this Section 9.B, you hereby irrevocably designate and appoint us and our duly authorized officers and agents as your agent and attorney in fact, which appointment is coupled with an interest and is irrevocable, to act for and on your behalf to execute, verify, and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 9.B with the same legal force and effect as if executed by you.

C. Noncompetition Covenants. You acknowledge that you, your Owners, your employees, and your other representatives will receive valuable training and access to Confidential Information during the Term which are beyond your and their present skills and experience, including information regarding our operational, sales, and promotional and marketing methods and techniques and those of the System. You acknowledge that (i) such specialized training and Confidential Information provide a competitive advantage and will be valuable to each of you in the development and operation of your Restaurant, and (ii) gaining access to such specialized training and Confidential Information is, therefore, a primary reason for entering into this Agreement. In consideration for such specialized training, Confidential Information and rights, you agree that:

(1) during the Term, except as we otherwise approve in writing, neither you nor any of your Owners and Operator (and members of their immediate family) will, either directly or indirectly, anywhere in the world, for yourself or themselves or through, on behalf of, or in conjunction with any other Person:

(a) divert, or attempt to divert, any business or customer of your Restaurant to any competitor, by direct or indirect inducement or otherwise;

(b) except with respect to other Cicis Restaurants operated under valid franchise agreements with us, own, maintain, operate, engage in, be employed by, or have any financial or beneficial interest in, advise, assist, aid, make loans to, act as landlord to, or otherwise support, anywhere in the world, any Competing Business (defined below); or

(c) interfere with our relationships with any supplier to Cicis Restaurants or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System; and

(2) for a continuous uninterrupted period commencing upon the expiration or termination of, or a Transfer (defined below) described in, this Agreement and continuing for two (2) years thereafter, except as we otherwise approve in writing, neither you nor any of your Owners and Operator (and members of their immediate family) will, directly or indirectly, for yourselves, or through, on behalf of, or in conjunction with any other Person, by direct inducement or otherwise, engage in any activities described in Section 9.C(1) above in respect of any Competing Business:

(a) at the Location; or

(b) within the Protected Area; or

(c) if this Agreement is executed pursuant to a development agreement, within the development area described therein; or

(d) within a 10-mile radius of (i) the Location, (ii) the Protected Area, (iii) the development area, if applicable, or (iv) any Cicis Restaurant or other Cicis-branded food service facility in existence or under construction as of the date of this Agreement or at the commencement of the obligation described in this Section 9.C(2).

If any person restricted by this Section 9C(2) fails to comply with the foregoing obligations as of the date of expiration, termination, or Transfer, the 2-year restricted period for that person will commence on the date the person begins to comply 9C(2), which may be the date a court order is entered enforcing this provision.

(3) A "**Competing Business**" is a business that (i) derives more than 50% of its revenue from selling pizza (including fresh, frozen, or unbaked pizza) using the distribution methods (including dine-in, carry-out, catering, or delivery) we authorize, (ii) functions as a commissary to sell or lease to or supply any such business, or (iii) grants franchises or licenses for or provides services to any of the foregoing.

(4) The parties acknowledge and agree that each of the covenants contained herein contain reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect our goodwill or other business interests. The parties agree that each of the covenants herein will be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 9 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which we are a party, then the Persons bound by this Section 9 shall be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 9.

(5) We have the right, in our sole discretion, to reduce the scope of any covenant set forth in this Section 9, effective immediately upon notice. The existence of any claims against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants in this Section 9.

D. Injunctive Relief. A failure by any Person bound by the obligations set forth in this Section 9 will constitute a material breach of this Agreement and will result in irreparable injury to us for which no adequate remedy at Law may be available. Therefore, on behalf of yourself and your Owners, you consent to the issuance of an injunction prohibiting any conduct by such bound Persons in violation of the terms of this Section 9. You and your Owners hereby agree to pay all court costs and reasonable attorneys' fees we incur in connection with the enforcement of this Section 9, including payment of all costs and expenses for obtaining injunctive relief or any other remedy available to us for any violation of the requirements of this Section 9.

10. BOOKS AND RECORDS

A. Maintenance Requirement. You must maintain during the Term and for five (5) years thereafter, full, complete, and accurate books, records, and accounts relating to your activities under this Agreement, including sales slips, coupons, purchase orders, payroll records, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, journals, and ledgers in accordance with generally accepted accounting principles and in the form and manner we prescribe from time to time.

B. Reporting. In addition to any other reporting requirements set forth in this Agreement, you will comply with the following obligations during the Term:

(1) you must provide us weekly (on the day we specify from time to time), in the form and manner we specify, a report itemizing the Net Sales for your Restaurant for the previous week;

(2) you will submit to us, in the form we prescribe, your monthly balance sheet and profit and loss statement (which may be unaudited) and your monthly sales tax return for your Restaurant within 20 days after the end of each month;

(3) you will provide to us your complete annual financial statement (which, at our request, must be audited), including a balance sheet, profit and loss statement, and statement of cash flows, prepared in accordance with generally accepted accounting principles by an independent certified public accountant satisfactory to us and showing the results of your operations during such fiscal year, within 60 days after the end of each of your fiscal years;

(4) within ten (10) days after our request, exact copies of federal and state income tax returns, sales tax returns, and any other forms, records, books, and other information we periodically require relating to your Restaurant;

(5) by January 15, April 15, July 15 and October 15 of each calendar year, reports on the status (including the outstanding balance, then-current payment amounts, and whether such loan is in good standing) of any loans outstanding as of the previous calendar quarter for which your Restaurant or any of your Restaurant's assets are used as collateral. You must also deliver to us, within five (5) days after your receipt, copies of any default notices you receive from any of such lenders. You agree that we or our affiliates may contact your banks, other lenders, and vendors to obtain information regarding the status of loans of the type described herein and your accounts (including payment histories and any defaults), and you hereby authorize your bank, other lenders, and vendors to provide such information to us and our affiliates; and

(6) you will submit to us or our designee, for review or auditing, such other forms, reports, records, information, and data as we reasonably designate, in the form and at the times and places we reasonably require, upon request and as specified from time to time in writing, including a monthly game room revenue report.

C. Audits. We or our designee have the right at all reasonable times to review, audit, examine, and copy your books and records as we may require without cause or prior notice you. If any payments required to be made to us under this Agreement are delinquent, or if an inspection reveals that such payments have been understated in any way, then you will immediately pay us the amount overdue or understated upon demand with interest determined in accordance with the provisions of Section 4.G. If we decided to conduct an audit because of your failure to provide any records or reports you are required to provide us or if an audit discloses an understatement in any way of 3% or more, then you will also reimburse us for all costs and expenses connected with the audit (including reasonable accounting and attorneys' fees). These remedies will be in addition to any other remedies we may have at Law or in equity.

D. No Waiver. You understand and agree that our receipt or acceptance of any of the statements you furnish or payments you make to us will not preclude us from questioning the correctness thereof at any time and, in the event that any inconsistencies or mistakes are discovered in such statements or payments, you will immediately rectify such inconsistencies or mistakes and make the appropriate payment.

E. Authorization to Release Information. You hereby authorize (and agree to execute any other documents deemed necessary to effect such authorization) all banks, financial institutions, businesses, suppliers, manufacturers, contractors, vendors, and other Persons (including the providers of data warehouse services) with which you do business to disclose to us any requested financial information in their possession relating to you or your Restaurant. You also hereby authorize us to disclose data from your reports, if we determine, in our sole discretion, that such disclosure is necessary or advisable, which disclosure may include disclosure to prospective or existing franchisees or other third parties.

11. INSURANCE

A. Procuring and Maintaining Insurance. During the Term you must, at your expense, maintain in force at least the following insurance coverages:

(1) Commercial General Liability Insurance, personal injury, advertising injury, completed operations, products liability, and fire damage coverage, in the amount of $1,000,000 per occurrence limit with a $2,000,000 general aggregate and a $2,000,000 product aggregate limit; fire legal liability of $50,000, and a premises medical limit of $2,500.

(2) "All Risks" coverage for the full cost of replacement of your Restaurant premises and all other property in which we may have an interest and business income insurance in an amount sufficient to cover continuing obligations to us in the event of a covered loss.

(3) Automobile liability coverage, including coverage of owned, non-owned, and hired vehicles, with coverage in amounts not less than $1,000,000 combined single limit.

(4) An "umbrella" policy providing excess coverage of the automobile liability, general liability, and employers liability policies with limits of not less than $1,000,000.

(5) Worker's compensation insurance to provide statutory coverage in the applicable state, and employers liability coverage with limits of $500,000/$500,000/$500,000 or, if permissible under applicable law, any legally appropriate alternative, provided that you **(i)** maintain an excess indemnity or "umbrella" policy covering employer's liability and a medical/disability policy covering medical expenses for on-the-job accidents, which policy or policies will be written by a responsible carrier meeting the requirements set forth above and which will contain such coverage amounts as you and we mutually agree upon and **(ii)** conduct and maintain a risk management and safety program for your employees that you and we mutually agree is appropriate.

(6) Cyber insurance policy with a coverage of $500,000 per occurrence and $500,000 in aggregate.

(7) Liquor liability/dram shop insurance policy with a coverage of $1,000,000 per occurrence and $2,000,000 in aggregate.

(8) Such other insurance as may be required by the landlord of the premises and by the state or locality in which the Restaurant is located and operated.

You acknowledge and agree that the above reflects our current requirement and we may periodically change the amounts of coverage required under these insurance policies or require different or additional insurance coverages (including reasonable excess liability insurance) at any time to reflect inflation, identification of new risks, changes in the Laws or liability, higher damage awards or other relevant changes in circumstances. All insurance policies for liability coverage must name us and any affiliates we designate as additional named insureds, using a form of endorsement that we have approved, and provide for 30 days' prior written notice to us of a policy's material modification, cancellation or expiration. You routinely must furnish us copies of your certificate of insurance or other evidence of your maintaining this insurance coverage and paying premiums. If you fail or refuse to obtain and maintain the insurance we specify, in addition to our other remedies, we may (but need not) obtain such insurance for you and your Restaurant on your behalf, in which event you shall cooperate with us and reimburse us for all premiums, costs and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for our time incurred in obtaining such insurance. Your obligation to maintain insurance coverage will not be limited in any respect by reason of insurance maintained by us or any other party. Additionally, no insurance coverage that you or any other party maintains will be deemed a substitute for your indemnification obligations to us or Affiliates under this Agreement or otherwise. All insurance policies must contain a "primary and non-contributory" provision in favor of additional insureds.

B. Additional Coverage. Our insurance requirements represent only the minimum coverage that we deem acceptable to protect our interests and are not representations or warranties of any kind that such coverage is sufficient to protect your or your Restaurant's interests or meet the requirements of the Applicable Laws. It is your sole responsibility to make that determination and to acquire any additional coverages you believe are necessary to protect your and your Restaurant's interests, based on your own independent investigation. We are not responsible if you sustain losses that exceed your insurance coverage under any circumstances.

12. DEBTS AND TAXES

A. Payment of Taxes and Other Obligations. You will promptly pay when due all Taxes (as defined below), levied or assessed, and all accounts and other indebtedness of every kind incurred by you in connection with your activities under this Agreement. Each payment to be made to use hereunder will be made free and clear and without deduction for any Taxes. "**Taxes**" means any present or future taxes, levies, imposts, duties or other charges of whatsoever nature, including any interest or penalties thereon, imposed by any government or political subdivision of such government on or relating to the conduct of your activities under this Agreement, the payment of monies, or the exercise of rights granted pursuant to this Agreement, except Taxes imposed on or measured by our net income.

B. Disputed Liability. In the event of any bona fide dispute as to your liability for Taxes assessed or other indebtedness, you may contest the validity or the amount of the Tax or indebtedness in accordance with the procedures of the taxing authority or applicable Law. However, in no event will you permit a tax sale or seizure by levy of execution or similar writ or warrant or attachment by a creditor to occur against the premises of your Restaurant or any improvements thereon.

C. Credit Standing. You recognize that your failure to make payments or repeated delays in making prompt payments under or in accordance with the terms of agreements, invoices, and other statements for purchases of products or services will result in a loss of credit rating or standing which will be detrimental

to the goodwill associated with the Marks and the System. Except for payments which are disputed by you in good faith, you will promptly pay when due all amounts you owe us, our affiliates, and other suppliers.

D. Notice of Adverse Orders. You must notify us in writing within five (5) days of (i) the commencement of any action, suit, proceeding or governmental investigation, and (ii) the issuance of any order, injunction, award, or decree, by any court, agency, or other governmental instrumentality that may adversely affect the operation or financial condition of you or your Restaurant.

13. TRANSFER OF INTEREST

A. By Franchisor. We and our affiliates have the right to transfer or assign our assets, the Marks, the System, this Agreement and all or any part of our and their rights, interests, or obligations herein or in us to any Person without having to get your consent. We have the right to delegate the performance of any portion or all of our rights and obligations under this Agreement to third-party designees, whether these designees are our agents or independent contractors with whom we have contracted to perform these obligations. We maintain a staff to manage and operate the System and that staff members can change as employees come and go. You represent that you have not signed this Agreement in reliance on any particular manager, owner, director, officer, or employee remaining with us in any capacity. You waive any claims, demands, or damages against us and our affiliates arising from or related to any of the foregoing. Nothing contained in this Agreement requires us to offer any services or products, whether or not bearing the Marks, to you if we assign our rights in this Agreement.

B. By You and Your Owners. The rights and duties set forth in this Agreement are personal to you, and we have entered into this Agreement in reliance on your representations as to your and, if applicable, your Owners' business skill, financial capacity, and personal character. Accordingly, neither you nor any of your Owners, nor any of your or their successors or assigns, will (i) sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise dispose of or encumber any direct or indirect rights under or interest in this Agreement, in your Restaurant (or its assets), in you, and/or (ii) transfer or surrender the possession, control, or management of your Restaurant (each a "**Transfer**") without our prior written consent. Any purported Transfer, by operation of Law or otherwise, made in violation of this Agreement will be null and void.

(1) We will not unreasonably withhold our consent to a Transfer, but we may require satisfaction of certain conditions and otherwise reasonably qualify our consent, including in respect of the following (each of which you agree is reasonable):

(a) all monies owed to us, our affiliates, and all suppliers to your Restaurant must be paid current and all other outstanding obligations to us and our affiliates arising under this Agreement or any other agreement will have been satisfied in a timely manner;

(b) there must not be an outstanding default of any provision of this Agreement or of any other agreement between you or any of your affiliates and us or any of our affiliates, and there must not have been any such defaults during the term of any such agreements;

(c) the transferor and its Owners (if applicable) must execute a general release, in form and substance satisfactory to us, of any and all claims, however arising, against us, our affiliates, and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, and employees of each from the beginning of time to the date of transfer;

(d) the transferee must enter into a written agreement, in form and substance satisfactory to us, assuming full, unconditional, joint and several liability for, and agreeing to perform from the date of the transfer, all obligations, covenants, and agreements contained in this Agreement; and, if the transferee is a legal entity, each of the transferee's owners as we designate must execute such agreement and jointly assume and guarantee the entity's performance of all such obligations, covenants, and agreements;

(e) the transferee must execute, for a term ending on the expiration date of this Agreement and with such renewal terms as may be provided by this Agreement, our then-current standard form of franchise agreement and all other ancillary agreements as we may require, which agreements will supersede this Agreement and its ancillary documents in all respects and the terms of which agreements may differ from the terms of this Agreement, including a higher percentage Royalty Fee and Fund Contribution or expenditure requirement; provided, however, that the transferee will not be required to pay any initial franchise fee; and, if the transferee is legal entity, such of transferee's owners as we may designate must execute such agreement and jointly assume and guarantee the entity's performance of all such obligations, covenants, and agreements;

(f) the transferee must demonstrate to our satisfaction that it meets the criteria we then consider when reviewing a prospective franchisee's application for a Franchise;

(g) the transferee, at its expense, will renovate, modernize, and otherwise upgrade your Restaurant and, if applicable, any Restaurant delivery vehicles to conform to the then current System Standards, and will complete the upgrading and other requirements within the time period we reasonably specify;

(h) the transferor will remain liable for all of its obligations to us in connection with this Agreement and your Restaurant incurred prior to the effective date of the transfer and will execute any and all instruments we reasonably request to evidence such liability;

(i) at the transferee's expense, the transferee and all Persons required under the applicable franchise agreement to have completed our training programs must complete any such training programs upon such terms and conditions as we may reasonably require;

(j) you will pay us a transfer fee of $7,500, plus such amount as is necessary to reimburse us for our reasonable out of pocket costs and expenses associated with the Transfer;

(k) you have provided us executed versions of any relevant documents to effect the Transfer, and all other information we request about the proposed Transfer, transferee, and its owners, and such Transfer meets all of our requirements. If the transferor offers the transferee financing for any part of the purchase price, you and your Owners hereby agree that all of the transferee's obligations under promissory notes, agreements, or security interests reserved in your Restaurant are subordinate to the transferee's obligation to pay fees and other amounts due to us, our affiliates, and third party vendors and otherwise to comply with this Agreement (or any applicable franchise agreement replacing this Agreement);

(l) the transferor agrees to comply with the provisions of this Agreement related to Competing Businesses and all such other obligations that survive expiration or termination of this Agreement; and

(m) you provide us the evidence we reasonably request to show that appropriate measures have been taken to effect the Transfer as it relates to your Restaurant's operations, including, by transferring all necessary and appropriate business licenses, insurance policies, and material agreements, or obtaining new business licenses, insurance policies and material agreements and that, if the Transfer is of any part of your rights under this Agreement or in your Restaurant, your Restaurant's assets, and the lease for the Location are all held by the transferee following the Transfer.

(2) You hereby acknowledge that we have the right to evaluate the qualifications of potential transferees and the terms of their purchase contracts with you for the purposes of protecting our legitimate business interests. You hereby expressly authorize us to communicate with any potential transferee and hereby waive any claim that any such action by us constitutes tortious interference with contractual or business relationships or improper or unlawful conduct.

C. Right of First Refusal. If you or an owner wishes to Transfer all or part of your or their interest in your Restaurant, this Agreement, or in you, pursuant to any bona fide offer received from a third party to purchase such interest, then such proposed seller must promptly notify us in writing of each such offer and must provide such information and documentation relating to the offer as we require. We will have the right and option, exercisable within 30 days after receipt of such written notification and copies of all required documentation describing the terms of such offer, to send written notice to the seller that we intend to purchase the seller's interest on the same terms and conditions offered by the third party. If we elect to purchase the seller's interest, closing on such purchase must occur within 60 days after the date of notice to the seller of our election to purchase, or such other date as the parties agree upon in writing. Any material change in the terms of any offer prior to closing will constitute a new offer subject to our same right of first refusal, as in the case of an initial offer. Our failure to exercise the option afforded by this Section 13.C will not constitute a waiver of any other provision of this Agreement, including all of the requirements of Section 13 with respect to a proposed Transfer.

If an offer from a third party provides for payment of consideration other than cash or involves certain intangible benefits, we may elect to purchase the interest proposed to be sold for the reasonable cash equivalent. If the parties cannot agree within a reasonable time on the reasonable cash equivalent of the non cash part of the offer, then such amount will be determined by two appraisers, with each party selecting one appraiser, and the average of their determinations will be binding. Each party will bear its own legal and other costs associated with the appraisal and will split the appraisal fees. If we exercise our right of first refusal herein provided, then we will have the right to set off against any payment (i) all fees for any such independent appraiser due from you hereunder; and (ii) all amounts due from you, your affiliates, and your or their owners to us or any of our affiliates.

D. Death or Permanent Disability.

(1) In case of your or your Managing Owner's death, your or their interests, as applicable, in you, this Agreement and your Restaurant must be transferred to a third party we approve within 12 months after the date of death or permanent disability. If you or, as applicable, your Managing Owner should become permanently disabled, we may, in our sole discretion, require such interests to be transferred to a third party in accordance with the conditions described in this Section 13.D within six (6) months after notice to you. "**Permanent disability**" means any physical, emotional, or mental injury, illness, or incapacity which would prevent a person from performing the obligations set forth in this Agreement or in the guaranty made part of this Agreement for at least 90 consecutive days and from which condition recovery within 90 days from the date of determination of disability is unlikely. Permanent disability will be determined by a licensed practicing physician we select (and at our costs), upon examination of the person; or if the person

refuses to submit to an examination, then such person automatically will be deemed permanently disabled as of the date of such refusal for the purpose of this Section 13.D.

(2) You or your representative must promptly notify, in writing, us of your or your Managing Owner's death or permanent disability. At our request, within a reasonable period of time not to exceed seven (7) days from the date of death or permanent disability, the executor, administrator, or other personal representative of the deceased or disabled person will provide for interim management of your Restaurant until such time as a transfer has been effected in accordance with the provisions of this Section 13.D. Such interim management must be approved by us and must be conducted in accordance with the terms of this Agreement. We may (but are not obligated to) assume such interim management of your Restaurant; provided that (i) our interim management of your Restaurant will not relieve you of your obligations under this Agreement; (ii) we will not be liable for any debts, losses, costs, or expenses incurred in the operation of your Restaurant during any such period of interim management; (iii) we will have the right to charge a reasonable fee for our management services, plus the direct out-of-pocket costs and expenses incurred in the operation of the Restaurant; and (iv) you will, and hereby do, indemnify and hold us harmless against any and all judgments, fines, losses, liabilities, costs, amounts paid in settlement, and reasonable expenses (including, but not limited to attorneys' fees) incurred in connection with our interim management of your Restaurant, except by reason of our gross negligence or willful misconduct. Any Transfer upon death or permanent disability will be subject to the same terms and conditions as described in this Section 13 for any inter vivos Transfer.

(3) Anything contained in this Section 13.D to the contrary notwithstanding, upon your or your Managing Owner's death or permanent disability, we (or our designee) will have the option, to be exercised in writing within 20 days from the date we receive notice of the death or permanent disability pursuant to Section 13.D.(2) ("**Option Period**"), to elect to purchase your interest and/or the Managing Owner's interest in this Agreement, your Restaurant, or you, as applicable, as well as the further option to elect to purchase the interest of any other of your Owners (individually, "**Interest**" and collectively, "**Interests**") at the price and upon the terms set forth below.

(a) During the Option Period, the purchase price for the Interests will be determined with reference to the agreed value of your Restaurant ("**Agreed Value**"), as set forth below. If you are a natural person, then the Agreed Value will be an amount equal to 100% of the Agreed Value. If you are a legal entity, then the purchase price for any Interest will be an amount which bears the same relationship to the Agreed Value as the interest of the Person whose interests are being purchased bears to the total ownership interests in you.

(b) The Agreed Value will be an amount equal to the Initial Value (defined below), less the total current and long-term liabilities we or our designee assume. The Initial Value will be equal to the following (the "**Initial Value**"):

(i) If the triggering death or permanent disability occurs prior to six (6) months following the Opening Date of your Restaurant, then the Initial Value will be an amount equal to your Original Cost (defined below), plus 10%. Your "**Original Cost**" will include all expenditures you incurred from and after the Effective Date directly related to the development and opening of your Restaurant ("**Start Up Expenditures**"), including the initial franchise fee paid pursuant to Section 4.A. of this Agreement, any local governmental impact fees, costs incurred for site location, leasehold improvements, equipment, inventory, smallwares, signage, the hiring and training of managers, and other miscellaneous Start Up Expenditures, provided that all

Start Up Expenditures are documented to our reasonable satisfaction, but excluding expenses such as lease deposits, utility deposits, and prepaid expenses to be refunded by third parties, and wages and related benefits paid by you prior to the Opening Date.

(ii) If the triggering death or permanent disability occurs on or after six (6) months following the Opening Date, but prior to 12 months following the Opening Date, then the Initial Value will be an amount equal to the Net Sales of your Restaurant for the five-month period immediately preceding the month in which the death or permanent disability occurs, annualized, then divided by two.

(iii) If the triggering death or permanent disability occurs on or after 12 months following the Opening Date, then the Initial Value will be an amount equal to the total Net Sales of your Restaurant for the 12-month period immediately preceding the month in which the death or permanent disability occurs, divided by two.

(c) If one or more of the options provided for in this Section 13.D(3) are exercised, closing of the purchase will occur on or before 30 days following the date on which we receive notice of the death or permanent disability, or, in the event additional time is required to document the Start Up Expenditures pursuant to Section 13.D(3)(b)(i) above, within 45 days after such date. Anything contained herein to the contrary notwithstanding, however, neither we nor our designee will have any obligation to close unless and until any and all third-party consents deemed necessary by us or our designee, including any consent of the landlord for your Restaurant premises to the assignment of the lease therefor, or to the transfer of the transferor's interest in a corporate or partnership lessee, have been secured. At the closing, the parties (or their authorized representatives) will execute and deliver any and all documents and instruments we or our counsel deem necessary to effect a valid and binding transfer of the Interest(s) to us or our designee and the assumption of any liabilities assumed by them.

(d) Anything contained in this Section 13.D(3) to the contrary notwithstanding, if we or our designee elect not to exercise the options described above during the Option Period, then subsequent to the expiration of such Option Period, we or our designee and the owner of any Interest (or such person's personal representative or distributee) may nevertheless mutually agree that we or our designee will purchase such Interest upon mutually satisfactory terms. In such event, the parties will not be bound by the price and terms applicable to the purchase of an Interest during the Option Period, as described above, but rather, may mutually agree to another price and other terms of purchase.

E. No Waiver. Our consent to a Transfer will not constitute a waiver of any claims which we may have against the transferring party, nor will it be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement by the transferee.

F. Securities Offerings. Ownership interests in you may not be offered to the public under the Securities Act of 1933, as amended, nor may they be registered under the Securities Exchange Act of 1934, as amended, or any comparable federal, state, or foreign law, rule, or regulation and may be offered by private offering or otherwise only with our prior written consent, which we may withhold or qualify in our sole discretion. No such offering will imply (by use of the Marks or otherwise) that we are participating in an underwriting, issuance, or offering of securities, and our review of any offering materials will be limited solely to the subject of the relationship between you and us and our affiliates. For each proposed offering, you will pay us a nonrefundable fee of $3,000, or such greater amount as is necessary to reimburse us for our reasonable costs and expenses associated with reviewing the proposed offering materials, including

legal and accounting fees. You must give us written notice at least 30 days prior to the date of commencement of any offering or other transaction covered by this Section 13.F.

14. INDEMNIFICATION

A. Indemnification. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS US, OUR AFFILIATES, AND OUR AND THEIR RESPECTIVE OWNERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNEES (THE "INDEMNIFIED PARTIES") AGAINST, AND TO REIMBURSE ANY ONE OR MORE OF THE INDEMNIFIED PARTIES FOR, ALL CLAIMS, OBLIGATIONS, AND DAMAGES DIRECTLY OR INDIRECTLY ARISING OUT OF: (I) THE DEVELOPMENT OR OPERATION OF YOUR RESTAURANT, (II) THE BUSINESS YOU CONDUCT UNDER THIS AGREEMENT, (III) YOUR BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE ALLEGED TO BE CAUSED BY THE INDEMNIFIED PARTY'S NEGLIGENCE, (IV) ANY ACTIVITY THAT OCCURS AT YOUR RESTAURANT LOCATION, AND/OR (V) INSTITUTED BY YOUR EMPLOYEES, OR BY OTHERS THAT ARISE FROM YOUR EMPLOYMENT PRACTICES, UNLESS (AND THEN ONLY TO THE EXTENT THAT) THE CLAIMS, OBLIGATIONS, OR DAMAGES ARE DETERMINED TO BE CAUSED SOLELY BY THE INDEMNIFIED PARTY'S INTENTIONAL MISCONDUCT IN A FINAL, UNAPPEALABLE RULING ISSUED BY A COURT WITH COMPETENT JURISDICTION. For purposes of this indemnification, "**claims**" include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation or alternative dispute resolution, regardless of whether litigation or alternative dispute resolution is commenced. Each Indemnified Party may defend any claim against it at your expense (including choosing and retaining its own legal counsel) and agree to settlements or take any other remedial, corrective, or other actions. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against you under this subparagraph. You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this subparagraph.

B. Indemnification Procedure. If a claim is commenced for which defense or indemnity is claimed to be due under Section 14.A or if an Indemnified Party becomes aware of facts which, if not corrected, might give rise to a right of defense or indemnification under that section, the Indemnified Party must give written notice thereof to you as soon as practicable but in no event more than 10 business days following the date on which the Indemnified Party becomes aware of such a claim. Failure to give prompt notice will not relieve you of your obligation to defend or indemnify except to the extent you are materially prejudiced by such failure. The Indemnified Party will reasonably cooperate with you and you counsel, at your expense, in the defense of the relevant claim. In all cases, the Indemnified Party will use commercially reasonable efforts to mitigate the controllable costs it incurs in connection with any claims that are subject to indemnification under this Section 14. The Indemnified Party may, at its expense, retain and be represented by its own counsel in respect of any claim for which an indemnity is owed under Section 14.A, and you will cooperate with the Indemnified Party's counsel should it choose to do so.

C. Relationship of the Parties. The parties acknowledge and agree that this Agreement does not create a fiduciary relationship between them, that you are an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, joint employer, or servant of the other for any purpose. You have no right to bind or obligate us in any way, and you will not, in any way, represent that you have any right to do so.

15. **TERMINATION**

A. Default and Termination.

(1) Each of your obligations under this Agreement is material and essential. Your or your Owners' nonperformance of such obligations will adversely and substantially affect us and the System, so our exercise of the rights and remedies set forth herein is appropriate and reasonable.

(2) You will be deemed to be in material default of this Agreement, and we may, at our option, terminate this Agreement and all rights granted hereunder, without affording you any opportunity to cure the default, effective immediately upon notice to you, upon the occurrence of any of the following events:

(a) you or any Person who guarantees your obligations under this Agreement (i) admits, in writing, your or its insolvency or inability to pay your or its debts as they become due, (ii) makes a general assignment for the benefit of creditors; (iii) files or has filed against you or it a petition under any bankruptcy law, receivership or custodian law, insolvency law, foreclosure law, or any similar Law or statute of the United States or any state thereof intended to protect the rights of your or its creditors; (iv) has a final judgment against you or it that remains unsatisfied or of record for 30 days or longer (unless supersedeas bond is filed); or (v) is dissolved or wound down;

(b) you operate your Restaurant at a location we have not approved or sell any products or services authorized by us;

(c) you fail to acquire the right to possess the Location or to develop and open your Restaurant for business within the periods set forth in Section 2 above;

(d) you fail to construct or remodel your Restaurant in accordance with the approved plans and specifications;

(e) after your initially designated Managing Owner or Operator failed to complete the initial training program to our satisfaction, your newly designated Managing Owner or Operator fails to complete the initial training program to our satisfaction prior to the scheduled Opening Date;

(f) you (i) lose the right to possess the Location, (ii) close your Restaurant for business or inform us of your intention to permanently cease operation of your Restaurant, (iii) fail to actively operate your Restaurant for three (3) or more consecutive days, or (iv) otherwise abandon or appear to have abandoned your rights under this Agreement;

(g) you or any of your Owners is convicted of, or has entered a plea of nolo contendere to, a felony, a crime involving moral turpitude, or any other crime or offense that we believe is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or our interests therein;

(h) a threat or danger to public health or safety results from the construction, maintenance, or operation of your Restaurant;

(i) you fail to timely designate, maintain and staff your Restaurant with a qualified, approved and trained (as required by this Agreement) Managing Owner, Operator, General Manager or Assistant Manager as required by this Agreement;

(j) you (or any of your Owners) make or attempt to make a Transfer without complying with the requirements of Section 13 above;

(k) you, any of your affiliates, or any of your Owners fail, refuse, or neglect promptly to pay any monies owing to us, any of our affiliates, or the designated suppliers when due under this Agreement or any other agreement (including any other development or franchise agreement with us for any type of facility), or to submit the financial or other information required by us under this Agreement and do not cure such default within five (5) days following notice from us;

(l) you or your affiliates are in default of any other agreement with us, our affiliate or our designated suppliers;

(m) you or any Person bound by the provisions of this Agreement regarding Competing Businesses fail to comply with those provisions;

(n) you or any Person bound by obligations regarding the use and confidentiality of Confidential Information fail to comply with those obligations;

(o) you knowingly maintain false books or records, or submit any false reports to us;

(p) you or your Owners breach in any material respect any of the covenants, representations or warranties set forth in Section 5 above;

(q) you fail to procure and maintain such insurance policies as required by this Agreement and fail to cure such default within seven (7) days following notice from us;

(r) you misuse or make any unauthorized use of the Marks or otherwise materially impair the goodwill associated therewith or our rights therein and fail to cure such default within 24 hours following notice from us; or

(s) you (or any of your Owners) (i) fail on three (3) or more separate occasions within any 12 consecutive month period to comply with any provision of this Agreement or (ii) fail on two (2) or more separate occasions within any six (6) consecutive month period to comply with the same obligation under this Agreement, in either case, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you.

B. Other Terminable Events. Except as provided in Section 15.A above, upon any default by you which is susceptible of being cured, we may terminate this Agreement by giving you written notice of termination, stating the nature of such default, at least thirty 30 days prior to the effective date of termination. However, you may avoid termination by immediately initiating a remedy to cure such default and curing it to our satisfaction within the 30-day period and by promptly providing us proof of such cure. If any such default is not cured within the specified time, or such longer period the Laws may require, we may terminate this Agreement effective immediately on written notice to you.

C. Alternative Remedies. Without limiting any of our rights set forth above, if at any time we have, but have not yet exercised, our right to terminate this Agreement for any reason, we may, in our sole discretion, in addition to other remedies we might have and without waiving any rights with respect to the default, require that you cease operating your Restaurant until the earlier of the default which serves as the basis for our right to terminate is cured or we exercise our right to terminate. You hereby waive all claims against us and our affiliates arising from any suspension provided for in this Section 15.C, and you hereby indemnify us against any claims brought by any third parties arising out of our exercise of our rights under this Section 15.C, in connection with your indemnity obligations set forth in Section 14 above.

16. POST TERMINATION

Upon the expiration or termination of this Agreement, all rights granted to you hereunder will immediately terminate, and:

A. Cease Operations. You must immediately cease to operate your Restaurant under this Agreement, and you must not thereafter, directly or indirectly, represent to the public or hold yourself out as our present or former franchisee.

B. Cease Use of the Marks and Confidential Information. You must immediately and permanently cease to use, in any manner whatsoever, and return to us (or, at our direction, destroy) any Confidential Information and cease to use the mark "Cicis" and all other Marks. If you fail to promptly de-identify your Restaurant in accordance with our then-current System Standards, then we will have the right to cure deficiency, and you must reimburse us for all costs we incur in curing such deficiency. If you fail or refuse to comply with the requirements of this Section 16.B, we will have the right to enter upon the premises of your Restaurant, without being guilty of trespass or any other crime or tort, to make or cause to be made such changes as may be required.

C. Cancel Assumed Name Registrations. You must cancel any assumed name or equivalent registrations which contain any Mark, and you must furnish us with evidence satisfactory to us of your compliance with this obligation within five (5) days after termination or expiration of this Agreement.

D. No Future Identification with Cicis. If you continue to operate or subsequently begin to operate any other business, then you must not use any reproduction, counterfeit, copy, or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake, or deception, or which is likely to dilute our or our affiliates' rights in and to the Marks, and you must not utilize any designation of origin, description, or representation which falsely suggests or represents an association or connection with us constituting unfair competition.

E. Pay Amounts Owed. You must promptly pay all sums owing to us and our subsidiaries or affiliates, including all damages, costs, and expenses, including reasonable attorneys' fees, we incur as a result of any default by you, which obligation will give rise to and remain, until paid in full, a lien in our favor against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by you and on the premises operated hereunder at the time of default.

F. Enforcement Costs. You must pay us all damages, costs, and expenses, including reasonable attorneys' fees, we incur in connection with obtaining any remedy available to us for any violation of this Agreement and subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Section 16.

G. Deliver Manuals and Other Materials. You must immediately deliver to us all Manuals, records, files, instructions, and correspondence related to operation of your Restaurant, including agreements,

invoices, and any and all other materials in your possession or control, and all copies thereof (all of which are acknowledged to be our property), and you must not retain any copy or record of any of the foregoing, except your copy of this Agreement and of any correspondence between the parties and any other documents you reasonably need for compliance with any provision of law.

H. Compliance with Noncompetition Covenants. You and all other Persons bound by the covenants regarding Competing Businesses must comply with all such covenants and restrictions.

I. Our Option to Purchase Materials Bearing the Marks. You must also immediately provide us an itemized list of all marketing and sales promotion materials bearing the Marks or any of our distinctive markings, designs, labels, or other marks thereon, whether located on your Restaurant premises or under your control at any other location. We have the right to inspect these materials. We have the option, exercisable within 30 days after such inspection, to purchase any or all of the materials at your cost. Materials that we do not purchase must not be used by you or any other party for any purpose without our prior written authorization.

J. Our Option to Acquire Leases and Other Assets.

(1) On expiration (without renewal) or termination of this Agreement, we have the option (the "**Option**") to acquire from you, free and clear of all liens, any or all of the following: (i) the right to possess the Location (including the right to purchase the land and/or building if you own them), (ii) any equipment leases, (iii) any or all transferrable permits and licenses pertaining to the operation of your Restaurant, and/or (iv) any or all of the physical assets used in or resulting from the operation of your Restaurant, including furnishings, equipment, signs, small wares, fixtures, motor vehicles, supplies, and inventory. We must exercise the Option by providing you with written notice of our election within 30 days following expiration or termination of this Agreement (the "**Option Notice**"). In the Option Notice, we will list the categories of items that we intend to purchase.

(2) The purchase price for the items we describe in our Option Notice (the "**Option Assets**") will be fair market value. We and you will first attempt to mutually agree on the fair market value of the Option Assets. If, at any time, either party decides that mutual agreement will not be reached, it (the "**First Side**") may give written notice ("**FMV Notice**") to the other side (the "**Second Side**") demanding that fair market value be determined through appraisal and including the name of a certified and independent appraiser selected by the First Side. Within 10 days after delivery of the FMV Notice, the Second Side will notify the First Side, in writing, of its selected certified and independent appraiser, failing which, the fair market value will be determined solely by the appraiser selected by the First Side. Within 15 days following timely delivery of the Second Side's notice of its selected appraiser, the two selected appraisers will each prepare and submit a proposed fair market value, and the average of the two submissions will be final and binding. Each party will bear the fees and expenses of the appraiser selected by it.

(3) Unless otherwise mutually agreed by us and you, the purchase price (minus customary pro ratas, including utilities and taxes, and minus the pay-off of any existing mortgage liens), if applicable, will be paid as follows: 10% at the time of closing and the remainder in 60 equal monthly installments of principal plus interest at a rate of interest per annum equal to the prime lending rate charged by Wells Fargo National Association or its successors in interest, determined as of the closing date with annual adjustments based on the prime rate charged on each anniversary date. The first payment will be due on the first day of the second calendar month following closing and the remaining payments on the first day of each month thereafter. On the first payment date,

interest from the date of closing will also be paid. The purchase price will be allocated among the Option Assets in the manner we prescribe.

(4) If you do not own, or we elect not to purchase, your Restaurant premises or building, then we will have the option to enter into a lease for them for a term of not more than 10 years, with an option to extend for an additional 10-year term. The lease will contain the terms and conditions contained in the form of lease then used by us in connection with Cicis Restaurants we or our affiliates own and operate. The rental under the lease for the initial 10-year term will be the fair rental value of the property as determined pursuant to agreement or the appraisal procedure described above. Such lease, and any renewals or extensions of such lease, will provide that we or our designee may terminate the lease on not less than 30 days written notice, at any time after the first 12 months of the lease term and that in such event, we or our designee, must pay a sum equal to three months' rent as the sole and exclusive compensation to the landlord.

(5) For each of the Option Assets, you will deliver to us in a form satisfactory to us, such warranties, deeds, releases of lien, bills of sale, assignments, and such other documents and instruments we deem necessary in order to perfect our title and possession of them and to meet the requirements of all tax and government authorities. If, at the time of closing, you have not obtained all of these certificates and other documents, we may, in our sole discretion, place the purchase price in escrow pending issuance of any required certificates or documents.

(6) The time for closing of the purchase of the Option Assets will be a date not later than 30 days after the purchase price is determined as described above unless the parties mutually agree to designate another date; provide, however, that if the Option Assets include only the premises lease and/or equipment leases, the time for closing on the assignment of those leases will be a date no later than 10 days after delivery of our Option Notice. Closing will take place at our corporate offices or at such other location as the parties may agree. We will have the right (but not the obligation) upon written notice to you to assume interim management of your Restaurant during the period between delivery of the Option Notice and closing of the purchase.

K. Our Option to Acquire Telephone Numbers and Other Business Listings. You agree that, as between us and you, we own and have superior rights to the telephone numbers and any related business listings for your Restaurant, including any Internet websites, listings, services, search engines, or systems. You agree to assign all such items to us and to execute and deliver to us all forms and documents required to effect the transfer of, and to authorize third parties to transfer, all such items.

L. Assignment of Option Rights. We have the right to assign to any other party, without your consent, any and all of our options under Sections 16.I, 16.J and 16.K.

M. Pay Damages Resulting from Our Lost Revenue. If we terminate this Agreement because of your breach or if you terminate this Agreement without cause, you and we agree that it would be difficult, if not impossible, to determine the amount of damages that we would suffer due to the loss or interruption of the revenue stream we otherwise would have derived from your continued payment of Royalty Fees, and that the Fund and Cooperatives would have otherwise derived from your continued contributions to those funds, through the remainder of the Term. Therefore, you and we agree that a reasonable estimate of such damages, less any cost savings we might have experienced (the "**Lost Revenue Damages**"), is an amount equal to the net present value of the Royalty Fees, Fund Contributions and Minimum Cooperative Contributions that would have become due had this Agreement not been terminated, from the last date of regular operations of your Restaurant in compliance with this Agreement to the earlier of: (a) 104 weeks following the termination of the Agreement, or (b) the originally scheduled expiration of the Term (the "**Measurement Period**"). For the purposes of this Section, Lost Revenue Damages shall be calculated as

follows: (1) the number of weeks in the Measurement Period, multiplied by (2) the aggregate of the Royalty Fee, Fund Contribution and Minimum Cooperative Contribution percentages, multiplied by (3) the average weekly Net Sales of your Restaurant during the 52 full weeks months immediately preceding the last date of regular operations of your Restaurant in compliance with this Agreement; provided, that if as of the last date of regular operations of your Restaurant, your Restaurant has not been operating for at least 52 calendar weeks, the average weekly Net Sales of all Cicis Restaurants operating under the Marks during the entirety of our fiscal year immediately preceding the termination date or, as applicable the closing date.

You agree to pay us Lost Revenue Damages, as calculated in accordance with this Section, within 15 days after this Agreement expires or is terminated, or on any later date that we determine. You and we agree that the calculation described in this Section is a calculation only of the Lost Revenue Damages and that nothing herein shall preclude or limit us from proving and recovering any other damages caused by your breach of the Agreement.

17. **MISCELLANEOUS**

A. Notices. During the Term, any notices we are required or permitted to send to you may be delivered, at our option, by hand delivery, mail or carrier, as described below, or by email to the official system email address we assign to you or your owners (currently, "@cicispizza.com"). It is your responsibility to check that email address frequently (at least daily). After expiration or termination of this Agreement, any notices we are required or permitted to send to you shall be delivered via hand delivery, mail or carrier, as described below, to your last known address and via email to your last known (non-Cicis system) email address.

Any notices you are required or permitted to send to us, whether during or after the Term of this Agreement, shall be sent via hand delivery, mail or carrier, as described below, to the address shown in the opening paragraph of this Agreement (or such other address we provide to you), to the attention of our Legal Department, and by email to notices@cicisspizza.com (or any substitute email address we provide to you).

Notices sent via email are deemed delivered when. Notices sent by hand delivery, mail or carrier shall be deemed delivered at the earlier of (i) actual delivery, (ii) the next business day after prepaid deposit with a nationally recognized carrier for overnight or express delivery, or (iii) three business days after prepaid deposit with the US postal service for registered or certified mail. Notices required to be sent both by email and by hand delivery, mail or carrier shall be considered delivered only when delivered by both methods.

B. Entire Agreement. This Agreement and the attachments hereto constitute the entire, full, and complete agreement between us and you concerning the subject matter hereof and will supersede all prior related agreements between us and you; provided, however, that nothing in this or any related agreement is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. Except for those permitted to be made unilaterally by us hereunder, no amendment, change, or variance from this Agreement will be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

C. No Waiver. The following provision applies if you or the franchise granted hereby are subject to the franchise registration or disclosure laws of Illinois, Indiana, Maryland or Virginia: No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor.

This provision supersedes any other term of any document executed in connection with the franchise. No delay, waiver, omission, or forbearance to exercise any right, option, duty, or power arising out of any breach or default by a party will constitute a waiver of the right to enforce any such right, option, duty, or power, or as to a subsequent breach or default. Acceptance by us of any payments after their due date will not be deemed a waiver of any preceding breach of your or your related parties' obligations however those obligations arise.

D. No Implied Warranties. We make no warranties, guarantees or promises upon which you or your related parties may rely and assume no liability or obligation to you or any such related party unless they are expressly stated in writing. You agree that no implied warranties may be used to vary the expressed terms of this or any other agreement.

E. Jurisdiction and Venue; Governing Law. You and we agree that all claims, controversies, or disputes arising under this Agreement or involving the relationships created by this Agreement will be resolved in the state or federal district courts located in the state, county, or judicial district where our or our successor's or assign's primary headquarters (currently, Dallas, Texas) is located at the time litigation is filed. You consent, and hereby waive all objections, to the jurisdiction of and venue in such courts. Notwithstanding the foregoing, we have the right and option to bring any action (1) for monies owed, (2) for injunctive or other extraordinary relief, or (3) involving possession or disposition of, or other relief relating to, real property, in any state or federal district court which would also have jurisdiction in the absence of this provision or which developer deems appropriate to obtain the relief sought. With respect to all claims, controversies, disputes, or actions, this Agreement will be interpreted and construed under Texas law (except for Texas choice of law rules). You acknowledge and agree that the foregoing agreements regarding applicable state law and forum provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising out of this Agreement or the parties' relationship created by this Agreement. You further acknowledge the receipt and sufficiency of mutual consideration for such benefit.

F. Internal Dispute Resolution Program. Without limiting any of the foregoing, we reserve the right, at any time, to create a dispute resolution program and related specifications, standards, procedures, and rules for the implementation thereof to be administered by use or our designees for the benefit of all franchisees and/or developers conducting business under the System. The standards, specifications, procedures, and rules for such dispute resolution program will be made part of the Manuals, and if made part of the Manuals, on either a voluntary or mandatory basis, you will comply with all such standards, specifications, procedures, and rules in seeking resolution of any claims, controversies, or disputes with or involving us or other franchisees or developers, if applicable under the program. You agree to comply with and participate in such program if implemented.

G. Waiver of Damages; Waiver of Jury Trial; Limitation of Liability.

(1) EXCEPT WITH RESPECT TO ANY CLAIMS, CONTROVERSIES, OR DISPUTES FOR WHICH YOU OWE AN INDEMNITY UNDER THIS AGREEMENT OR OTHERWISE, YOU HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM OR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES (INCLUDING LOSS OF PROFITS) AGAINST US AND OUR AFFILIATES, AND THE OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, AGENTS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, SERVANTS, AND EMPLOYEES OF EACH OF US AND THEM, IN THEIR CORPORATE AND INDIVIDUAL CAPACITIES, ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT, OR OTHERWISE) AND AGREE THAT IN THE EVENT OF A

DISPUTE, YOU WILL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES YOU SUSTAIN. IF ANY OTHER TERM OF THIS AGREEMENT IS FOUND OR DETERMINED TO BE UNCONSCIONABLE OR UNENFORCEABLE FOR ANY REASON, THE FOREGOING PROVISIONS OF WAIVER BY AGREEMENT OF PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES (INCLUDING LOSS OF PROFITS) WILL CONTINUE IN FULL FORCE AND EFFECT.

(2) WE AND YOU AND YOUR OWNERS HEREBY FURTHER IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENTS BETWEEN US AND YOU AND YOUR OWNERS AND OUR AND YOUR RESPECTIVE AFFILIATES.

(3) EXCEPT FOR CLAIMS, CONTROVERSIES, AND DISPUTES ARISING FROM YOUR NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS YOU OWE US, ANY AND ALL CLAIMS, CONTROVERSIES, OR DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OUR RELATIONSHIP WITH YOU WILL BE BARRED UNLESS A JUDICIAL PROCEEDING IS COMMENCED IN ACCORDANCE WITH THIS AGREEMENT WITHIN ONE (1) YEAR FROM THE DATE ON WHICH THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIMS. The parties understand that such time limit might be shorter than otherwise allowed by law. You and your owners agree that your and their sole recourse for claims arising between the parties shall be against us or our successors and assigns. You and your owners agree that our and our affiliates' members, managers, shareholders, directors, officers, employees, and agents shall not be personally liable nor named as a party in any action between us or our affiliates and you or your owners.

H. Judgment; Discretion. We and you and your Owners acknowledge that various provisions of this Agreement specify certain matters that are within our discretion or judgment or are otherwise to be determined unilaterally by us. If the exercise of our discretion or judgment as to any such matter is subsequently challenged, the parties to this Agreement expressly direct the trier of fact that our reliance on a business reason in the exercise of our discretion or judgment is to be viewed as a reasonable and proper exercise of such discretion or judgment, without regard to whether other reasons for our decision may exist and without regard to whether the trier of fact would independently accord the same weight to the business reason.

I. Counterpart Execution. This Agreement may be executed in multiple counterparts, each of which when so executed will be an original, and all of which will constitute one and the same instrument. Photocopies or electronic copies of this Agreement, and the signatures attached hereto, will have the same force and effect as originals.

J. Headings. The captions assigned to various sections of this Agreement are solely for reference and will not be used to govern, limit, modify, or in any other manner affect the scope, meaning, or intent of the provisions of this Agreement or any part thereof, nor will such captions otherwise be given any legal effect.

K. Survival. Any of your obligations that contemplate performance after termination or expiration of this Agreement or Transfer, will be deemed to survive such termination, expiration, or Transfer.

L. Severability. Unless otherwise expressly provided, each portion, section, part, term, and provision of this Agreement will be considered severable, and if, for any reason, is determined to be invalid and contrary to, or in conflict with, any existing or future Law by a court or agency having valid jurisdiction,

such invalidity, contradiction, or conflict will not impair the operation of, or have any other effect upon, the other portions, sections, parts, terms, or provisions of this Agreement; the invalid, contradictory, or conflicting portions, sections, parts, terms, or provisions will be deemed not to be part of this Agreement; and there will be automatically added such portion, section, part, term, or provision as similar as possible to that which was severed which will be valid and not contrary to or in conflict with any Law.

M. Remedies Cumulative. All rights and remedies of the parties to this Agreement will be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for herein or which may be available at Law or in equity in case of any breach, failure, or default or threatened breach, failure, or default of any term, provision, or condition of this Agreement or any other agreement between you and any of your affiliates, and us or any of our affiliates. The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration or earlier termination this Agreement shall not discharge or release you from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement.

N. Prevailing Party. The prevailing party in any judicial or arbitration proceeding shall be entitled to recover from the other party all damages, costs and expenses, including arbitration and court costs and reasonable attorneys' fees, incurred by the prevailing party in connection with such proceeding.

O. Definitions. References to "**Owne**r" mean any Person holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) or voting rights in you (or a transferee of this Agreement and your Restaurant or an ownership interest in you), this Agreement, or your Restaurant and any person who has any other legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights, or assets. The initial Owners will be listed in Attachment C to this Agreement. References to an "**ownership interest**" mean the percent of the voting shares or other voting rights that results from dividing 100% of the ownership interests by the number of owners. "P**erson**" means any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative, or other legal or functional entity. Unless otherwise specified, all references to a number of days shall mean calendar days and not business days. The term "**your Restaurant**" includes all of the assets of your Restaurant you operate under this Agreement, including its revenue and the Lease. An "**affiliate**" of any entity is an entity that controls, is controlled by, or is under common control with such entity. "**Including**" means "including, without limitation" unless otherwise noted where it appears. "**Business day**" means any day other than Sunday or any other day which is a national holiday or banking holiday. A "**controlling interest**" means the direct or indirect power to direct your management and policies, including those relating to the payment of financial obligations, whether through the ownership of voting securities or interests, by contract, or otherwise, each as we reasonably determine. An **"immediate family member**" means the spouse, the natural and adoptive parents, the natural and adopted siblings, and the natural and adopted children of such person and their spouses.

P. No Third-party Beneficiary. Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor will be deemed, to confer upon any Person who is not a party to this Agreement any rights or remedies under or as a result of this Agreement.

Q. Expenses. Except as otherwise expressly provided herein, any action or obligation that you are required to undertake or may be required to undertake in this Agreement, or any action or obligation that we perform on your behalf in accordance with the terms of this Agreement, will be at your sole expense. You will pay or reimburse us for any such expenses on demand.

R. Public Announcements. You hereby agree we may use your name and otherwise identify you in any public announcement regarding the existence or nature of this Agreement or any matters contemplated herein.

S. Safety. We will not be required to send any of our employees to your Restaurant to provide services if, in our sole determination, it is unsafe to do so. Such determination by us will not relieve you of your obligation to perform (including, without limitation, to pay monies owed) and will not serve as a basis for termination of this Agreement by you.

[Signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative on dates shown below and made effective as of the Effective Date.

FRANCHISEE:	**FRANCHISOR:**
[NAME OF FRANCHISEE]	**ON SMILE LLC**, a Delaware limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT A TO FRANCHISE AGREEMENT

(Data Sheet)

This Attachment A is attached to and made a part of the Franchise Agreement to which it is attached.

1. Franchisee:

   a. Name: _____

   b. If not a natural person, type of entity and state of formation: _____

   c. Address: _____

   d. E-mail address: _____

2. Effective Date of Franchise Agreement: _____

3. Section 1.B (Grant):

   a. Location address (if known): _____

   b. Type of Cicis Restaurant: ☐ Cicis Buffet Restaurant ☐ Cicis to Go

   c. Protected Area (if Location identified): [attach map]

   d. Designated Area (if Location not identified): [attach map]

4. Section 2.C (Development):

   a. Opening Date: _____

5. Section 4 (Fees):

   a. Initial Franchise Fee: ☐ $30,000 ☐ $15,000 ☐ $_____

   b. Initial Training Fee: ☐ $_____

6. Section 5.C (Ownership): The following lists the full name of each Person who is one of your Owners, and fully describes the nature of each owner's interest (attach additional pages if necessary).

Owner's Name	**Type / %-age of Interest**
_____	_____%
_____	_____%
_____	_____%

7. Section 5.D (Key Personnel):

   a. Managing Owner: _____

   b. Initial Operator (if applicable): _____

8. Other Terms and Additional Agreements (if any):

[NAME OF FRANCHISEE]	**ON SMILE LLC**, a Delaware limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT A-1 TO FRANCHISE AGREEMENT

(Data Sheet for Subsequently Identified Location)

This Attachment A-1 is attached to and made a part of the Franchise Agreement to which it is attached.

1. Franchisee Name: _____

2. Section 1.B (Grant):

   a. Location address: _____

   b. Type of Cicis Restaurant: ☐ Cicis Buffet Restaurant ☐ Cicis to Go

   c. Protected Area: [attach map]

3. Section 4 (Fees):

   Initial Franchise Fee: ☐ $30,000 ☐ $15,000 ☐ $_____

[NAME OF FRANCHISEE]

By: _____

Name: _____

Title: _____

Date: _____

ON SMILE LLC,

a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT B TO FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS ("GUARANTY")

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given by each of the undersigned persons indicated below who have executed this Guaranty (each a "**Guarantor**") to be effective as of the Effective Date of the Agreement (defined below).

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (as amended, modified, restated or supplemented from time to time, the "**Agreement**") on this date by **On Smile LLC** ("**us**," "**we**," or "**our**"), each Guarantor personally and unconditionally (a) guarantees to us and our successors and assigns, for the term of the Agreement and afterward as provided in the Agreement, that _____ ("**Franchisee**") will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the non-competition, confidentiality, and transfer requirements.

Each Guarantor consents and agrees that: (1) Guarantor's direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors; (2) Guarantor will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon our pursuit of any remedies against Franchisee or any other person; (4) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which we may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement; and (5) at our request, each Guarantor shall present updated financial information to us as reasonably necessary to demonstrate such Guarantor's ability to satisfy the financial obligations of Franchisee under the Agreement.

Each Guarantor waives: (i) all rights to payments and claims for reimbursement or subrogation which any Guarantor may have against Franchisee arising as a result of the Guarantor's execution of and performance under this Guaranty; and (ii) acceptance and notice of acceptance by us of Guarantor's undertakings under this Guaranty, notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices to which he or she may be entitled.

Each Guarantor represents and warrants that, if no signature appears below for such Guarantor's spouse, such Guarantor is either not married or, if married, is a resident of a state which does not require the consent of both spouses to encumber the assets of a marital estate.

The provisions contained in Section 17.E (Jurisdiction and Venue; Governing Law), Section 17.F (Internal Dispute Resolution Program), and Section 17. G (Waiver of Damages; Waiver of Jury Trial; Limitation of Liability) of the Agreement are incorporated into this Guaranty by reference and shall govern this Guaranty and any disputes between the Guarantors and us. The Guarantors shall reimburse us for all costs and expenses we incur in connection with enforcing the terms of this Guaranty.

By signing below, the undersigned spouse of each Guarantor indicated below, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty. We confirm that a spouse who signs this Guaranty solely in his or her capacity as a spouse (and not as an owner) is signing merely to acknowledge and consent

to the execution of the Guaranty by his or her spouse and to bind the assets of the marital estate as described therein and for no other purpose (including, without limitation, to bind the spouse's own separate property).

Each Guarantor that is a business entity, retirement or investment account, or trust acknowledges and agrees that if Franchisee (or any of its affiliates) is delinquent in payment of any amounts guaranteed hereunder, that no dividends or distributions may be made by such Guarantor (or on such Guarantor's account) to its owners, accountholders or beneficiaries or otherwise, for so long as such delinquency exists, subject to applicable law.

This Guaranty is binding upon each Guarantor and his/her respective executors, administrators, heirs, beneficiaries, and successors in interest.

[Signature page to follow]

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as this Guaranty and Assumption of Obligations was executed.

DEVELOPER (IF DIFFERENT THAN FRANCHISEE)
Name:_____ Sign: _____

GUARANTOR(S)	**SPOUSE(S)**
Name:_____ Sign: _____ Address: _____ _____ _____	Name:_____ Sign: _____ Address: _____ _____ _____
Name**:**_____ Sign: _____ Address: _____ _____ _____	Name**:**_____ Sign: _____ Address: _____ _____ _____

ATTACHMENT C TO FRANCHISE AGREEMENT

FRANCHISEE LEASE RIDER

This Lease Rider (this "**Rider**") is executed as of the ____ day of _____, 20___, by and between _____, as landlord ("**Landlord**") and _____, as tenant ("**Franchisee**"), as a Rider to that certain lease for the premises located at _____ (the "**Premises**"), dated as of _____ ("the **Lease**"). This Rider is hereby incorporated into, and made a part of, the Lease.

WHEREAS, Franchisee has executed or intends to execute a Franchise Agreement (the "**Franchise Agreement**") with On Smile LLC, a Delaware limited liability company (along with any successor franchisor of CiCi's restaurants ("**Franchisor**"), for the operation of a CiCi's restaurant ("**Restaurant**") at the Premises, and as a requirement thereof, the Lease must include the provisions contained in this Rider; and

WHEREAS, Landlord and Franchisee agree that the terms contained herein shall supersede any terms to the contrary set forth in the Lease;

NOW THEREFORE, in consideration of mutual covenants set forth herein, the execution and delivery of the Lease, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Franchisee hereby agree as follows:

1. The effectiveness of the Lease is contingent upon Franchisor's approval of the Premises and the form of the Lease. To the extent permitted under applicable law, Franchisor is a third-party beneficiary of all of the rights and privileges set forth in this Rider, and it is intended by Landlord and Tenant that Franchisor will be entitled to enforce this Rider, provided, however, Franchisor does not assume any duties, obligations, or liabilities under this Rider or the Lease unless agreed to in writing by Franchisor.

2. The Premises may be used only for the purpose of operating a CiCi's restaurant, with the ancillary carry-out food service, curbside pickup and use of video games and vending machines and for no other purpose. Franchisee may operate CiCi's Restaurants at any other location without Landlord's approval.

3. Franchisor, its personnel or agents, for a period of up to thirty (30) days after the expiration or sooner termination of the Lease or the Franchise Agreement, may enter the Premises for itself or on behalf of Franchisee to de-identify the Premises as a Restaurant, which may include the removal of signs, decor and materials displaying any marks, designs or logos owned by Franchisor or its affiliates. This right includes the right to remove exterior signs and awnings from the Premises and any Shopping Center pylon or monument sign, interior signs, decor items, and materials displaying any marks, designs, or logos owned by Franchisor and all other items identifying the Premises as a Cicis Restaurant. In addition, Franchisor may make such other modifications (such as repainting) as are reasonably necessary to protect the Cicis system signs, marks, and intellectual property rights.

4. If Franchisee has an obligation to continuously operate its business at the Premises, Franchisee may cease operating for up to sixty (60) days, from time to time, to perform repairs, enhancements or renovations, as required by the Franchise Agreement.

5. Notwithstanding any provision herein to the contrary, Franchisee or Franchisor (should it assume the Lease in accordance with Paragraph 10(c) below) shall have the absolute right, whether or not

the Franchisee is in default under the Lease, upon thirty (30) days prior written notice to Landlord, to sublet, assign or otherwise transfer its interest in the Lease to Franchisor or Franchisor's affiliate, as the case may be, or to any entity with which Franchisor may merge or consolidate, or to any person or entity which is an authorized franchisee of Franchisor (each, a "**Permitted Assignee**"), without Landlord's consent. Following such an assignment, a Permitted Assignee also may sublet, assign or otherwise transfer its interest in the Lease to another Permitted Assignee without the consent of Landlord. There will be no fee or expense charged in connection with such transfers.

Landlord and Franchisee acknowledge and agree that a Permitted Assignee will assume all of Franchisee's obligations under the Lease arising as a result of events, acts or omissions occurring from and after the date of assignment. In the event that Franchisee is in default of its obligations under the Lease as of the effective date of the assignment to a Permitted Assignee: a) the Permitted Assignee shall be obligated to cure such default, but only to the extent such default accrued not more than thirty (30) days prior to the date Franchisor received notice of such default from Landlord; and b) Landlord may pursue, or continue to pursue, a claim for damages under the Lease against Franchisee, but will have no rights to terminate the lease or to disturb the quiet possession of the Leased Premises by the Permitted Assignee.

6. Landlord agrees to indemnify and hold harmless the Tenant from any and all claims, damages, fines, judgments, penalties, causes of action, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys fees, consultant and expert fees) arising during or after the Lease Term from or in connection with the presence, suspected presence, use, generation, storage, release or disposal of hazardous substances (whether caused by Landlord or by any prior owner or operator of the Premises or the Shopping Center) unless the hazardous substances are present solely as the result of negligence, willful misconduct or other acts of Tenant. Without limitation of the foregoing, this indemnification shall include any and all costs incurred due to any investigation of the site or any required repair, cleanup, removal, detoxification, restoration or closure mandated by federal, state or local agency or political subdivision. This indemnification shall specifically include any and all costs due to hazardous substances which flow, migrate or percolate into, onto or under the Premises or Shopping Center after the Commencement Date.

7. Landlord hereby represents and warrants that it holds fee simple title to the Premises and has all requisite right, power and authority to lease the Premises to Franchisee. Landlord hereby agrees to obtain a non-disturbance agreement for the benefit of Franchisee: a) from the holder of any mortgage/deed of trust as of the date of the Lease; and b) as a condition to Franchisee's subordination to any mortgage/deed of trust granted after the date of the Lease.

8. In the event the Premises is part of a Shopping Center, Landlord agrees not to construct or change any improvements or landscaping in any manner which would impair the visibility of or access to the Premises, or the amount of parking available for use by Franchisee.

9. Copies of all notices required or permitted by the Lease shall also be sent to Franchisor at 13355 Noel Road, Suite 1645, Dallas, Texas 75240, Attn: Real Estate, or such other address as Franchisor may locate its Restaurant Support Center, at the same time notice is provided to Franchisee. The manner of delivery and the effectiveness of such notices shall be governed by the notice provisions in the Lease, provided that, in no event shall e-mail notifications be effective as against the Franchisor.

10. Termination of Franchisee's franchise agreement shall constitute a non-curable default under the Lease. Upon Franchisor's receipt of written notice of Franchisee's breach of the Lease, Franchisor, after written notice to Franchisee and Landlord, may (but shall not be obligated) elect to cure any breach of the Lease. In the event Franchisor elects to cure or Franchisor notifies Landlord that the

Franchise Agreement has been terminated, then Franchisor, at its sole election, may take one or all of the following actions:

(a) Remove and evict Franchisee from the Premises, after obtaining, Landlord's assignment of Landlord's rights under the Lease for the eviction and removal of the Tenant from the Premises and Landlord will cooperate with Franchisor to pursue such action to a conclusion.

(b) Perform the terms of the Lease on behalf of the Tenant (notwithstanding any removal or eviction of Tenant) for a period not to exceed six months from the first date of any cure by Franchisor for which Franchisor will remain liable, without assuming the Lease; or

(c) At any time within or at the conclusion of such six-month period, assume the Lease for the remainder of the current term, together with the right to exercise any applicable renewal options. In such event, Landlord and Franchisor will enter into a commercially reasonable agreement to document such assumption. Franchisor is not a party to the Lease and will have no liability under the Lease unless the Lease is assigned to, and assumed by, Franchisor as herein provided.

11. Tenant may change its trade name if a majority of the restaurants presently being operated as "CiCi's Pizza" change their trade name for any reason.

12. Regardless of any designated Shopping Center business hours, only Franchisor will have the right to diminish or extend Tenant's business hours, which initially are Sunday to Thursday, 11:00 a.m. to 10:00 p.m. and Friday/Saturday, 11:00 a.m. to 11:00 p.m.

13. Landlord shall at all times maintain a policy of commercial general liability insurance in an amount of not less than $1,000,000 together with an "all risks" policy of casualty insurance covering the Shopping Center and related improvements for not less than the full replacement cost thereof, and all insurance policies shall be underwritten by companies rated "A-" or better by Best's Insurance.

14. Landlord shall not add to or diminish the area of the Shopping Center or the common areas thereof if such action would increase Tenant's obligations under the Lease or decrease Tenant's rights thereunder.

15. Landlord will assist Tenant in obtaining all necessary permits and governmental approvals for the operation of its business at the Leased Premises, including any signage permitted under the Lease and this Rider.

16. Landlord must maintain in good working order (i) the Shopping Center (other than leased tenant spaces), including the Common Areas and other improvements; (ii) the roof, foundation, exterior walls and other load-bearing elements of the Leased Premises (but not any exterior plate glass or exterior doors which will be Tenant's responsibility); (iii) any condition to the Leased Premises caused by any act or omission of Landlord or its contractors, employees or agents; and (iv) all utility lines and sprinkler systems to the point of entry to the Leased Premises and all such lines, pipes or conduits within the Leased Premises if serving more than the Leased Premises or covered by structural elements of the Leased Premises not constructed by Tenant.

17. Tenant may grant a mortgage or other security interest in all or part of Tenant's property ("Tenant's Property") located within the Leased Premises (including Tenant's trade fixtures). Landlord agrees that its lien against Tenant's Property (whether by statute or under the terms of the Lease or otherwise) will be subject to and subordinate to the security interest of Tenant's lender. Landlord must

execute and deliver to Tenant any subordination documents reasonably requested by Tenant's lenders within fifteen (15) days after Landlord receives the subordination documents.

18. Notwithstanding anything to the contrary in the Lease or this Rider, if Tenant is interrupted (each, an "Interruption Event") from operating its business in the Leased Premises due to any act or failure to act of Landlord, or its agents, employees or contractors, including but not limited to cessation of utilities or remediation of any environmental condition or any testing in connection with any environmental condition or possible environmental condition, (but excluding a casualty event covered in the Lease) the following will apply: (i) Tenant must give Landlord prompt written notice of any Interruption Event; (ii) Landlord must immediately commence efforts to cure the Interruption Event; (iii) if the Interruption Event remains uncorrected for more than twenty four (24) hours then rent due under the Lease will abate during the existence of the Interruption Event; and (iv) if the Interruption Event remains uncorrected for more than thirty (30) days then Tenant may terminate the Lease upon written notice to Landlord.

19. Landlord must obtain and deliver to Tenant within thirty (30) days after the Lease Execution Date an agreement ("Non-Disturbance Agreement") with the holder of any existing mortgage, deed of trust, ground lease or other security instrument (any one or more, an "Encumbrance") affecting the Shopping Center, in a form reasonably satisfactory to Tenant containing the following provisions (the "Non-Disturbance Provisions"): (i) the Lease and Tenant's rights under the Lease will not be disturbed by any foreclosure or termination action so long as Tenant is not in default under the Lease beyond all applicable notice and opportunity to cure periods; (ii) Tenant will not be joined in any foreclosure or termination action related to the Encumbrance; and (iii) the Lease will automatically become a direct lease between any successor to Landlord's interest, as landlord, and Tenant. In addition, the Lease will not become subordinate to any subsequent Encumbrance affecting the Shopping Center unless and until Landlord obtains from the holder of the Encumbrance an agreement containing the Non-Disturbance Provisions.

20. If Landlord defaults in its obligations under the Lease, Tenant must give written notice of the default to Landlord and Landlord will have thirty (30) days thereafter to cure the default; provided, however, if Landlord's default cannot be cured solely by the payment of money and more than thirty (30) days is required to complete the cure of such default, then Landlord will not be deemed to be in default if Landlord immediately commences the cure and diligently and continuously prosecutes such cure beyond the expiration of the initial thirty (30) day period, but in no event in excess of ninety (90) days. If Landlord remains in default under the Lease, then Tenant may, in addition to any other remedies it may have, perform the obligation of Landlord. Any reasonable expenses incurred by Tenant in connection therewith must be reimbursed by Landlord within thirty (30) days after Landlord's receipt of written invoice for Tenant's expenses. If Landlord fails to timely reimburse the foregoing amount, then Tenant may offset the invoiced amount against its next rent payment.

21. Notwithstanding anything to the contrary in the Lease or this Rider if any portion of the Leased Premises is: (i) destroyed by fire or other casualty not caused by Tenant and the repairs to any such damage are reasonably expected to take longer than one hundred twenty (120) days to complete; or (ii) taken by an authority having the power of eminent domain, then Tenant may terminate the Lease by written notice to Landlord within thirty (30) days such damage or condemnation.

22. Subject to the rights of tenants under existing leases as of the Effective Date, no part of the Shopping Center may be leased, sold or used for: (a) an establishment that derives more than fifty percent (50%) of its gross revenues from the sale of alcoholic beverages for on-premises consumption; (b) a health club, gymnasium, weight loss clinic, diet center or other similar type of user of two thousand (2,000) square feet or more; (c) a car dealership, rental or leased car business or any other like business which shall store

or shuttle automobiles; or (d) a theater, bingo parlor or other place of gambling (whether legal or illegal) or any sexually-oriented business.

23. Common Area maintenance ("CAM") costs, if any, must not include the depreciation of any buildings or equipment, leasing commissions, legal expenses related to the making or enforcement of other leases, mortgages, ground rents or increases, Landlord's executive salaries, the cost of constructing, replacing or improving any part of the Shopping Center or the Common Areas, or any other cost properly chargeable to a capital account under generally accepted accounting principles. Tenant's pro rata share of CAM, tax and insurance costs will be based on the total leaseable square footage in the Shopping Center. The total amount of CAM costs paid by Tenant in any Lease year shall not increase more than five percent (5%) over the total amount so paid by Tenant for the previous Lease year on a non-cumulative basis. Tenant shall have the right, upon at least five (5) days prior notice to Landlord, to inspect and audit Landlord's books and records ("Accounting Records") regarding CAM costs and taxes and insurance premiums charged as additional rent under the Lease. Tenant will have the right to make copies of any Accounting Records, but shall not knowingly disclose such information to other tenants. Landlord shall maintain the Accounting Records for at least three (3) years following the accounting year to which such records pertain. If Tenant's audit discloses that its share of the foregoing expenses has been overstated, then Landlord shall promptly pay to Tenant the amount of any overpayment together with the reasonable cost of its audit if Tenant's share was overstated by five percent (5%) or more.

24. Landlord represents and warrants to Tenant that, to the best of its knowledge, (a) the Shopping Center complies with all applicable laws, rules and regulations, including those laws relating to accessibility standards under the Americans with Disabilities Act; (b) it is the owner of the real property and improvements commonly known as the Shopping Center; (c) it has the full right and authority to enter into this Lease without any subsequent action and the execution of the Lease, and the performance of Landlord's obligations therein, does not violate any agreement binding on Landlord; (d) that as of the Lease Execution Date, there are no restrictions (including pre-existing tenant exclusives) except those disclosed in writing to Tenant prior to the Lease Execution Date that would prevent Tenant from selling pizza (or any other food item), operating video games or operating vending machines within the Leased Premises. If Landlord breaches any of these representations and warranties then, in addition to any other remedy, Landlord agrees to indemnify and hold Tenant harmless from any loss, cost, expense or damage (including reasonable attorney's fees and court costs) that Tenant may incur as a result of such breach by Landlord.

25. Tenant may install, maintain and replace the signs ("Tenant's Signs") in the color, size and other specifications set forth in the Signage Criteria attached to this Lease as Exhibit "___", subject to Tenant's compliance with applicable laws and governmental regulations. Tenant may designate the contractor for fabrication and installation of Tenant's Signs. Landlord will maintain the structural portions of any monument or pylon signage in good condition and will illuminate them daily from dusk to the time Tenant closes its restaurant for the day. If there are no existing monument or pylon signs, Tenant has a first priority right to install its sign panels on such sign when constructed by Landlord. After the expiration or earlier termination of the Lease, Tenant may remove all of Tenant's Signs at its cost and Tenant must repair any damage caused by its removal thereof. Tenant may mark and reserve up to four (4) parking spaces in the immediate vicinity of the Leased Premises for the exclusive use of its "take-out" customers.

26. Landlord must deliver to Franchisor a copy of any modification, extension, renewal, recission or amendment to the Lease immediately following execution thereof.

27. Tenant shall have the exclusive right to sell pizza for on or off premises consumption (the "Exclusive Right") within the land, buildings, common areas and improvements commonly known as the Shopping Center. During the term of the Lease, no part of the Shopping Center may be leased, sold, used

or occupied for the Exclusive Right other than (a) the Leased Premises; or (b) any portion of the Shopping Center leased and occupied by another tenant of Landlord whose existing lease expressly permitted such use.

28. In the event of any conflict between this Rider and the Lease, the terms of this Rider shall control, and the Lease may not be modified or amended in any manner inconsistent with the terms of this Rider.

LANDLORD:	**FRANCHISEE:**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ATTACHMENT D TO FRANCHISE AGREEMENT

REPRESENTATIONS AND ACKNOWLEDGMENT STATEMENT

DO NOT SIGN THIS QUESTIONNAIRE IF YOU ARE LOCATED, OR YOUR RESTAURANT WILL BE LOCATED IN: ILLINOIS, INDIANA, MARYLAND, OR VIRGINIA.

The purpose of this Statement is to demonstrate to **On Smile LLC** ("Franchisor") that the person(s) signing below ("I," "me" or "my"), whether acting individually or on behalf of any legal entity established to acquire the area development and/or franchise rights ("Franchisee"), (a) fully understands that the purchase of a Cicis Buffet Restaurant or Cicis To Go Restaurant franchise is a significant long-term commitment, complete with its associated risks, and (b) is not relying on any statements, representations, promises or assurances that are not specifically set forth in Franchisor's Franchise Disclosure Document and Exhibits (collectively, the "FDD") in deciding to purchase the franchise.

In that regard, I represent to Franchisor and acknowledge that:

I understand that buying a franchise is not a guarantee of success. Purchasing or establishing any business is risky, and the success or failure of the franchise is subject to many variables such as my skills and abilities (and those of my partners, officers, employees), the time my associates and I devote to the business, competition, interest rates, the economy, inflation, operation costs, location, lease terms, the market place generally and other economic and business factors. I am aware of and am willing to undertake these business risks. I understand that the success or failure of my business will depend primarily upon my efforts and not those of Franchisor.	INITIAL:
I received a copy of the FDD, including the Franchise Agreement and Area Development Agreement, at least 14 calendar days before I executed the Franchise Agreement and/or the Area Development Agreement, as applicable. I understand that all of my rights and responsibilities and those of Franchisor in connection with the franchise are set forth in these documents and only in these documents. I acknowledge that I have had the opportunity to personally and carefully review these documents and have, in fact, done so. I have been advised to have professionals (such as lawyers and accountants) review the documents for me and to have them help me understand these documents. I have also been advised to consult with other franchisees regarding the risks associated with the purchase of the franchise.	INITIAL:
Neither the Franchisor nor any of its officers, employees or agents (including any franchise broker) has made a statement, promise or assurance to me concerning any matter related to the franchise (including those regarding advertising, marketing, training, support service or assistance provided by Franchisor) that is contrary to, or different from, the information contained in the FDD.	INITIAL:

My decision to purchase the franchise has not been influenced by any oral representations, assurances, warranties, guarantees or promises whatsoever made by the Franchisor or any of its officers, employees or agents (including any franchise broker), including as to the likelihood of success of the franchise.	INITIAL:
I have made my own independent determination as to whether I have the capital necessary to fund the business and my living expenses, particularly during the start-up phase.	INITIAL:
PLEASE READ THE FOLLOWING QUESTION CAREFULLY. THEN SELECT YES OR NO AND PLACE YOUR INITIALS WHERE INDICATED. Have you received any information from the Franchisor or any of its officers, employees or agents (including any franchise broker) concerning actual, average, projected or forecasted sales, revenues, income, profits or earnings of the franchise business (including any statement, promise or assurance concerning the likelihood of success)? ☐ Yes ☐ No (Initial Here: ____) If you selected "Yes," please describe the information you received on the lines below: _____ _____.	INITIAL:

Prohibited Parties Clause. I acknowledge that Franchisor, its employees and its agents are subject to U.S. laws that prohibit or restrict (a) transactions with certain parties, and (b) the conduct of transactions involving certain foreign parties. These laws include, without limitation, U.S. Executive Order 13224, the U.S. Foreign Corrupt Practices Act, the Bank Secrecy Act, the International Money Laundering Abatement and Anti-terrorism Financing Act, the Export Administration Act, the Arms Export Control Act, the U.S. Patriot Act, and the International Economic Emergency Powers Act, and the regulations issued pursuant to these and other U.S. laws. As part of the express consideration for the purchase of the franchise, I represent that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, is now, or has been listed on:

1. the U.S. Treasury Department's List of Specially Designated Nationals;

2. the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, or General Orders;

3. the U.S. State Department's Debarred List or Nonproliferation Sanctions; or

4. the Annex to U.S. Executive Order 13224.

I warrant that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, is now, or has been: (i) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or (ii) is owned or controlled by terrorists or sponsors of terrorism. I warrant that I am now, and have been, in compliance with U.S. anti-money laundering and counter-terrorism financing laws and regulations, and that any funds provided by me to Franchisor were legally obtained in compliance with these laws.

I further covenant that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, will, during the term of the Franchise Agreement and/or the Area Development Agreement, become a person or entity described above or otherwise become a target of any anti-terrorism law.

[Signature page follows]

FRANCHISEE:

Sign here if you are taking the franchise as an INDIVIDUAL(S)
(Note: use these blocks if you are an individual or a partnership but the partnership is not a separate legal entity)

_____
Signature
Print Name: _____
Date: _____

_____
Signature
Print Name: _____
Date: _____

_____
Signature
Print Name: _____
Date: _____

_____
Signature
Print Name: _____
Date: _____

Sign here if you are taking the franchise as a CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP

_____
Print Name of Legal Entity

By: _____
Signature

Print Name: _____
Title: _____
Date: _____

EXHIBIT C

AREA DEVELOPMENT AGREEMENT

AREA DEVELOPMENT AGREEMENT

Area Developer: _____

Development Area: _____

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ATTACHMENTS

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AREA DEVELOPMENT AGREEMENT

CICIS® RESTAURANTS

THIS AREA DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into as of the Effective Date (as defined below) by and between **On Smile LLC**, a Delaware limited liability company having its principal business address at 13355 Noel Road, Suite 1645, Dallas, TX 75240 ("**we**" or "**us**"), and the party signing this Agreement as the "Developer" on the signature page hereto ("**you**"). The "**Effective Date**" is the date we execute this Agreement, as shown beneath our signature on the signature page hereto.

1. **PREAMBLES**.

A. **BACKGROUND**.

Pursuant to separate written agreements (each a "**Franchise Agreement**"), we grant franchises (each a "**Franchise**") for the right to develop and operate restaurants that are identified by and use "Cicis" and other designated trademarks and service marks (the "**Marks**"), and that offer pizza and other designated food and related items from a designated facility and using designated service methods (each a "**Cicis Restaurant**"). There are two types of Cicis Restaurants: (1) dine-in buffet restaurants ("**Cicis Buffet Restaurants**"), and (2) take-out/delivery only restaurants ("**Cicis To Go Restaurants**"). We also grant to persons or entities that we believe meet our qualifications, and are willing to commit, the right to acquire multiple Franchises ("**Development Rights**"). Based on your own investigation and diligence, you have applied to acquire Development Rights and, to support your application, you and, if applicable, your owners have provided us with certain information about your and their backgrounds, experience, skills, financial condition and resources (collectively, the "**Application Materials**"). In reliance on the Application Materials, among other things, we are willing to grant you the Development Rights on the terms and conditions, and subject to the limitations, described in this Agreement. Cicis Restaurants that you or your Affiliates shall develop pursuant to this Agreement are referred to as the "**Restaurants**."

B. **BUSINESS ENTITY.**

If, instead of being a natural person, you are a business organization such as a corporation, limited liability company or partnership (a "**Business Entity**"), you agree, represent and warrant to us that: (1) you were validly formed and will maintain, throughout the Term (defined below), your existence and good standing in any state in which you are required, by law, to do so; (2) Attachment A to this Agreement describes all of your owners and their interests in you as of the Effective Date; (3) each of your owners that we designate from time to time (and, on our request, their spouse) will sign and deliver to us our then-standard form of Guaranty and Assumption of Obligations (the "**Guaranty**"), the current form of which is attached hereto as Attachment B; (4) you will conduct no activities other than those described in this Agreement or in any other written agreement between us and you; and (5) at our request, you will furnish us with true and correct copies of all documents regarding your formation, existence, standing, and governance.

C. **MINIMUM LIQUIDITY.**

We have entered into this Agreement based, in part, on your representations to us about, and our assessment of, your levels of liquidity as of the Effective Date. You will ensure that, throughout the Term, you will maintain sufficient liquidity to meet your obligations under this Agreement. We reserve the right to establish, from time to time, specific reasonable liquidity thresholds, taking into consideration, your obligations under this Agreement, and you agree to comply with any such requirements that we impose.

2. **THE DEVELOPMENT RIGHTS.**

A. **GRANT.**

Subject to the terms and limitations contained herein, we grant you the Development Rights. You accept and agree to exercise the Development Rights in strict accordance with the terms and conditions contained in this Agreement. You acknowledge and agree that, as described further in this Agreement:

1. the Development Rights may only be exercised by the execution by us and you or your Affiliate that we approve of our then-current form of Franchise Agreement which, except as expressly provided in this Agreement, may be materially different than the form of Franchise Agreement we are using to grant Franchises on the Effective Date;

2. the Development Rights may only be exercised with respect to Restaurants to be located in the Development Area identified on Attachment A (the "**Development Area**");

3. you or your approved Affiliate will develop and open Restaurants, in each case pursuant to the applicable Franchise Agreement but as necessary to satisfy the minimum opening requirements of each of the time periods (each a "**Development Period**") that comprise the overall development schedule described in Attachment A hereto (the "**Development Schedule**"); and

4. the Development Rights may be exercised from the Effective Date and, unless this Agreement is sooner terminated as provided herein, continuing through the earlier of (1) the date on which the last Restaurant which is required to be opened in order to satisfy the Development Schedule opens for regular business or (2) the last day of the last Development Period of the Development Schedule (the "**Term**")

You agree to, at all times, faithfully, honestly and diligently perform your obligations under this Agreement and to fully exploit the Development Rights during the Term and throughout the entire Development Area. Except for having your Affiliates that we approve sign Franchise Agreements, you may not subcontract or delegate any of your rights or obligations under this Agreement to any third parties.

B. **EXCLUSIVITY AND RESERVATION OF RIGHTS.**

As long as you are in compliance with this Agreement and except with respect to Special Venues (defined below), we will not, during the Term, (1) operate or grant a Franchise to anyone

else to develop or operate a Cicis Restaurant within the Development Area, or (2) grant Development Rights to anyone else within the Development Area. A "**Special Venue**" is any (1) location in which foodservice is or may be provided by a master concessionaire, (2) location which is situated within or as part of a larger venue or facility (other than a mall or shopping center) and, as a result, is likely to draw the predominance of its customers from those persons who are using or attending events in the larger venue or facility (for example, colleges/universities, convention centers, airports, hotels, sports facilities and stadiums, theme parks, hospitals, transportation facilities, convenience stores, and other similar captive market locations), or (3) distribution channel other than a Cicis Restaurant through which products and services are or may be sold.

Notwithstanding the foregoing, we reserve for ourselves and our Affiliates all rights not expressly granted to you in this Agreement and the right to do all things that we do not expressly agree in this Agreement not to do. Without limitation and without regard to proximity to your Development Area, and without any obligation to compensate you, we and our Affiliates reserve the right, on such terms and conditions as we deem appropriate, ourselves or through authorized third parties (including our Affiliates), to:

1. use and license others to use the System and any elements of the System in any business located or operated anywhere in the world;

2. own and operate, and license others to own and operate, or otherwise become associated with, any business, anywhere in the world, that uses or is identified by any names, symbols or trademarks, except, as described above, in a restaurant that is located in the Development Area and is identified by the Marks;

3. acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not) located anywhere and, even if such businesses are located in the Development Area, (i) convert the other businesses to the Cicis brand, (ii) allow such other businesses to operate as part of the System, whether or not converted to the Cicis, and/or (iii) permit the other businesses to continue to operate under another name;

4. solicit customers, advertise, and authorize others to advertise, and promote sales of and from Cicis Restaurants, and fill customer orders by providing catering and delivery services anywhere, including within the Development Area; and

5. market and sell, and grant to others the right to market and sell, within and outside of the Development Area, products and services authorized for sale at Cicis Restaurants through alternative channels of distribution such as Internet, catalog sales, telemarketing, or other direct marketing sales (like grocery stores, kiosks, mail order, Internet merchandise sales and catalogue sales, or through Cicis To Go) using the Marks or other trademarks and commercial symbols.

C. SATISFACTION OF DEVELOPMENT SCHEDULE.

The Development Schedule is not our representation, express or implied, that the Development Area can support, or that there are or will be sufficient sites for, the number of Restaurants specified in the Development Schedule or for any particular Development Period. We

are relying on your knowledge of the Development Area and your representation that you have conducted your own independent investigation and have determined that you can satisfy the Development Schedule.

D. LOCATING SITES FOR RESTAURANTS.

Despite any assistance we may provide, you are entirely responsible for locating and presenting to us proposed sites for Restaurants in the Development Area as necessary to comply with the Development Schedule (each a "**Site**"). You agree to give us all information and materials we request to assess each proposed Site as well as your or, as applicable, your proposed Affiliate's financial and operational ability to develop and operate a Restaurant at the proposed Site. We have the absolute right to reject any site or any Affiliate (a) that does not meet our criteria or (b) if you or your Affiliates are not then in compliance with any existing Franchise Agreements executed pursuant to this Agreement. Our acceptance of your Site is for our own internal purposes. Even if we have suggested or assisted you in finding the Site, you may not rely on our acceptance as a representation, promise, warranty, or guarantee that the Site will meet your own expectations or that your Restaurant will be profitable or otherwise successful, or for any other purpose whatsoever.

We will use our reasonable efforts to review and evaluate your proposed Sites within 30 days after we receive all requested information and materials. If we accept a proposed Site, you or your approved Affiliate must sign a separate Franchise Agreement for the Site within 15 days after we provide you with an execution copy of the Franchise Agreement, failing which, we may withdraw our acceptance.

E. EXECUTION OF FRANCHISE AGREEMENTS.

Simultaneously with signing this Agreement, you or an Affiliate we approve must sign and deliver to us a Franchise Agreement and related documents representing the first Franchise you are obligated to acquire under this Agreement. You or your approved Affiliate must thereafter open and operate a Restaurant according to the terms of that Franchise Agreement. Thereafter, once we have accepted a Site, and prior to signing a lease or to otherwise securing possession of the Site, you or an Affiliate we approve must sign our then-current form of Franchise Agreement and related documents, the terms of which may differ substantially from the terms contained in the form of Franchise Agreement we are using to grant Franchises on the Effective Date, except that the Royalty rate will not exceed 5% of Gross Sales for Cicis Buffet Restaurants or 6% of Gross Sales for Cicis To Go Restaurants, and the Initial Franchise Fee will be $30,000 for Cicis Buffet Restaurant or $15,000 for Cicis To Go Restaurants. Each Franchise Agreement will govern the development and operation of the Restaurant at the accepted Site identified therein.

3. DEVELOPMENT FEE.

On your execution of this Agreement and in consideration of the grant of the Development Rights, you must pay us a nonrecurring, nonrefundable, and fully earned (on execution of this Agreement) development fee in an amount equal to $15,000 times the total number of Restaurants to be developed hereunder (the "**Development Fee**"). For each Restaurant that you or your Affiliates develop pursuant hereto, we will apply $15,000 of the Development Fee as a credit against the Initial Franchise Fee for such Restaurant, and you shall pay the balance the Initial

Franchise Fee, if any, concurrently upon the execution of the Franchise Agreement for such Restaurant. In no case will we be required to refund any portion of the Development Fee or apply any credit in excess of either the amounts shown above or, in the aggregate, the total amount of the Development Fee. The Development Fee is fully earned by us when you and we sign this Agreement.

4. RECORDS AND REPORTING REQUIREMENTS.

You agree, during the Term, to maintain records regarding your activities in connection with the exercise of the Development Rights and to provide us with the following records and reports:

1. within 10 days after the end of each month during the Term, you must send us a report of your business activities during that month, including information about your efforts to find sites for Restaurants in the Development Area and the status of development and projected opening for each Restaurant under development in the Development Area;

2. within 30 days after the end of each calendar quarter, you must provide us with a balance sheet and profit and loss statement for you and your Affiliates covering that quarter and the year-to-date, and an updated balance sheet for each person or entity signing the Guaranty; and

3. such other data, reports, information, financial statements, and supporting records as we request from time to time.

If you fail to submit, the foregoing information or report required by us we may, after first providing written notice and a reasonable opportunity to cure (which need not exceed 10 days), assess a reasonable data collection fee for so long as the information or report remains outstanding. Our assessment and collection of the data collection fee will be in addition to all other rights and remedies we have.

5. TRANSFER.

A. BY US.

We have the right to delegate the performance of any portion or all of our rights and obligations under this Agreement to third-party designees. You represent that you have not signed this Agreement in reliance on any particular person or entity remaining with us in any capacity. We may change our ownership or form or assign this Agreement and any other agreement to a third party without restriction.

B. BY YOU OR YOUR OWNERS.

Your rights and duties under this Agreement are personal to you (or your owners if you are a Business Entity), and we have granted you the Development Rights in reliance upon our perceptions of your (or your owners') individual or collective character, skill, aptitude, attitude, business ability, and financial capacity. Accordingly, neither you nor any owners, nor any of your or their permitted successors or assigns, shall sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise dispose of or encumber this Agreement (or any direct or indirect interest

in this Agreement), the Development Rights, or any direct or indirect ownership interest in you (regardless of its size) (each, a "**Transfer**"), without our prior written consent. Any Transfer without our prior written approval is a material breach of this Agreement and has no effect. We may reject any request to consent to the use of the Development Rights or this Agreement as collateral for the repayment of any loan.

If you intend to list your Development Rights for sale with any broker or agent, you shall do so only after obtaining our written approval of the broker or agent and of the listing agreement and any advertising materials. You may not use any Mark in advertising the transfer or sale of your Development Rights or of any ownership in you without our prior written consent.

C. **CONDITIONS FOR APPROVAL OF TRANSFER.**

We may consider, and you will provide or assist us in compiling, any information we deem necessary or appropriate in connection with our assessment of a proposed Transfer. If we elect to approve a proposed Transfer, we may, at our discretion, condition our approval in any manner we deem necessary and appropriate to protect the Cicis brand and our interests in the System and this Agreement, including any of the following (each of which you agree is reasonable):

1. you and any person or entity obligated under this Agreement or Guaranty must be in compliance with your or its obligations;

2. you and the proposed transferee and its owners (if the transferee is a Business Entity) must provide all information and documents we request regarding the Transfer and the proposed transferee and its owners or affiliates;

3. you must provide us with executed versions of any relevant documents to effect the Transfer, and all other information we request about the proposed Transfer;

4. if you or the transferor offer the transferee financing for any part of the purchase price, all of the transferee's obligations under promissory notes, agreements, or security interests reserved in your Development Rights must be subordinate to the transferee's obligation to pay all amounts due to us, our Affiliates, and third party vendors and otherwise agree to comply with this Agreement (or any applicable Franchise Agreement with us);

5. you (and your owner(s)) must sign a general release, in a form satisfactory to us, of any and all claims against us, our Affiliates, and our and their related parties;

6. you (and your transferring owner(s)) (and your or their immediate family members) must sign a non-competition covenant in favor of us, commencing on the effective date of the Transfer and consistent with the post-term non-competition obligations contained in the most recent Franchise Agreement that you or your Affiliates have signed with us;

7. you must pay all amounts owed to us, our Affiliates, and third-party vendors and have submitted all required reports and statements under this Agreement and any Franchise Agreement with us;

8. you and your owners must not have violated any provision of this Agreement or any other agreement with us or our Affiliates during both the 60-day period before you requested our consent to the Transfer and the period between your request and the effective date of the Transfer;

9. each transferee and all its direct and indirect owners and their respective spouses must execute and deliver to us a copy of our then current form of Guaranty undertaking personally to be bound, jointly and severally, by all provisions of this Agreement or, at our discretion, our then-current form of Area Development Agreement and any other ancillary agreements;

10. you must pay or cause to be paid to us a Transfer fee in the amount of Seven Thousand Five Hundred Dollars ($7,500), plus such amount as is necessary to reimburse us for our reasonable out of pocket costs and expenses associated with the Transfer; and

11. the Transfer of this Agreement or of the Development Rights must not be made separate and apart from the Transfer to the same transferee of all Franchise Agreements that were signed pursuant to this Agreement.

D. **EFFECT OF CONSENT TO TRANSFER.**

Our consent to a Transfer is not a representation of the fairness of the terms of any contract between you and the transferee or transferee's prospects of success, or a waiver of any claims we have against you (or your owners) or of our right to demand full compliance by you and the transferee with this Agreement.

E. **PUBLIC OR PRIVATE OFFERINGS.**

Written information used to raise or secure funds can reflect upon us and the System. You agree to submit any written information intended to be used for that purpose to us before inclusion in any registration statement, prospectus or similar offering memorandum. Should we object to any reference to us or our affiliates or any of our business in the offering literature or prospectus, the literature or prospectus shall not be used until our objections are withdrawn. You may not engage in a public offering of securities without our prior written consent.

F. **OUR RIGHT OF FIRST REFUSAL**.

If you (or any of your owners) desire to engage in a Transfer, you (or your owners, as applicable) agree to obtain from a responsible and fully disclosed buyer, and send us, a true and complete copy of a bona fide, executed written offer (which may include a letter of intent) relating exclusively to an interest in you or in this Agreement and your Development Rights. The offer must include details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. To be a valid, bona fide offer, the entire proposed purchase price must be in a dollar amount, and the proposed buyer must submit with its offer an earnest money deposit equal to five percent (5%) or more of the offering price. The right of first refusal process will not be triggered by a proposed Transfer that would not be allowed under Sections 5.B and 5.C above.

Within 30 days after we receive an exact copy of the bona fide offer and all relevant information we request, we may, by written notice delivered to you or your selling owner(s), elect to purchase the interest offered for the price and on the terms and conditions contained in the offer. We may substitute any form of payment proposed in the offer as acceptable consideration. If we exercise our right of first refusal, we will have 30 days from the date we notified you of our intended purchase to complete the purchase. You and your owners must make all customary representations and warranties given by the seller of the assets of a business or the ownership interests in a legal entity, as applicable. We have the unrestricted right to assign this right of first refusal to a third party, who then will have the rights described in this Section 5.F.

If we do not exercise our right of first refusal, you or your owners may complete the sale to the proposed buyer on the original offer's terms, but only if we otherwise approve the Transfer in accordance with, and you (and your owners) and the transferee comply with the conditions in, Sections 5.B and 5.C above. If you do not complete the sale to the proposed buyer within 60 days after either we notify you that we do not intend to exercise our right of first refusal or the time our exercise expires, or if there is a material change in the terms of the sale (which you agree to tell us promptly), we or our designee will have an additional right of first refusal during the 30-day period following either the expiration of the 60-day period or our receipt of notice of the material change(s) in the sale's terms, either on the terms originally offered or the modified terms, at our or our designee's option.

6. **TERMINATION OF AGREEMENT**.

A. **BY YOU.**

If you and your owners are fully complying with this Agreement and we materially fail to comply with this Agreement and do not correct the failure within 30 days after you deliver written notice of the material failure to us or if we cannot correct the failure within 30 days and we fail to give you within 30 days after your notice reasonable evidence of our effort to correct the failure within a reasonable time, you may terminate this Agreement effective an additional 30 days after you deliver to us written notice of termination. Your termination of this Agreement other than according to this Section 6.A. will be deemed a termination without cause and a breach of this Agreement.

B. **BY US.**

We may terminate this Agreement, effective upon delivery of written notice to you, if:

1. you (or any of your owners) have made or make any material misrepresentation or omission in the Application Materials;

2. you fail to comply with the Development Schedule or fail to make progress in the development of Restaurants to indicate, in our determination, that you will not be able to satisfy your development obligations under this Agreement for the then-current Development Period;

3. you (or any of your owners) make or attempt to make a Transfer without complying with the requirements of Section 5;

4. you (or any of your owners) (a) fail to comply with three (3) or more of your or their obligations under this Agreement during any 12 consecutive month period or (b) on two (2) or more separate occasions within any six (6) consecutive month period fail to comply with the same obligation under this Agreement, in either case, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you;

5. you (or any of your owners) file a petition in bankruptcy or a petition in bankruptcy is filed against you; you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due; you consent to the appointment of a receiver, trustee, or liquidator of all or the substantial part of your property; any of your or your Affiliates' Restaurants are attached, seized, subjected to a writ or distress warrant, or levied upon, unless the attachment, seizure, writ, warrant, or levy is vacated within 30 days; or any order appointing a receiver, trustee, or liquidator of your or your Affiliates' Restaurants are not vacated within 30 days following the order's entry;

6. you (or any of your owners) fail to comply with anti-terrorism laws, ordinances, regulations and Executive Orders;

7. you (or any of your owners) fail to comply with any other provision of this Agreement and do not correct the failure within 30 days after we deliver written notice of the failure to you;

8. you or a Guarantor or an Affiliate fails to comply with any other agreement with us or our Affiliate, including any Franchise Agreement, unless the failure is timely and completely cured within any cure period provided under the applicable agreement); or

9. you (or any of your owners) engage in any conduct which, in our opinion, adversely affects the reputation of Cicis Restaurants or the goodwill associated with the Marks.

C. **ADDITIONAL REMEDIES**

If you or your Affiliates are in default of any provision of this Agreement or any Franchise Agreement executed pursuant hereto, we may, in our sole discretion, instead of terminating this Agreement terminate or modify any territorial rights or protection granted to you in Section 2.B. of this Agreement, reduce the size of your Development Area, reduce the number of Restaurants listed in the Development Schedule, and/or pursue any other remedy we may have at law or in equity. Our exercise of any of our options under this Section will not constitute a waiver by us to exercise our option to terminate this Agreement at any time with respect to a subsequent event of default of a similar or different nature and will not obligate us to refund any portion of the Development Fee.

7. RIGHTS AND OBLIGATIONS ON TERMINATION OR EXPIRATION OF THIS AGREEMENT.

A. YOUR OBLIGATIONS.

You and, as applicable, your owners and all such other persons or Business Entities who are bound under the terms of this Agreement must immediately upon the expiration or termination of this Agreement, cease to directly or indirectly exercise or attempt to exercise any of the rights granted to you under this Agreement, comply with all obligations that either expressly survive or by their nature are intended to survive the expiration or termination of this Agreement, and refrain from interfering or attempting to interfere with our or our Affiliates' relationships with any vendors, franchisees or consultants or engage in any other activity which might injure the goodwill of the Marks or the System.

B. CONTINUING OBLIGATIONS.

All of our and your (and your owners') obligations which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire, including, without limitation, all obligations relating to non-disparagement, non-competition, non-interference, confidentiality, and indemnification.

8. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION.

A. INDEPENDENT CONTRACTORS.

This Agreement does not create a fiduciary relationship between you and us. You and we are and will be independent contractors, and nothing in this Agreement is intended to make either you or us a general or special agent, joint venturer, partner, or employee of the other for any purpose. You agree to identify yourself conspicuously in all dealings with customers, vendors, public officials, your personnel, and others as the owner of your business under a franchise we have granted and to place notices of independent ownership on the business cards, advertising, and other materials we periodically require.

You also acknowledge that you will have a contractual relationship only with us and may look only to us to perform under this Agreement. None of our Affiliates is a party to this Agreement and has no obligations under it. However, our Affiliate who is the owner of the Marks, you and we agree that such Affiliate will be a third-party beneficiary of those provisions in this Agreement relating to use of the Marks, with the independent right to enforce such provisions against you and to seek damages from you for your failure to comply with those provisions.

B. INDEMNIFICATION.

You agree to indemnify, defend, and hold harmless us, our affiliates, and our and their respective owners, managers, directors, officers, employees, agents, successors, and assignees (the "**Indemnified Parties**") against, and to reimburse any one or more of the Indemnified Parties for, all claims, obligations, and damages directly or indirectly arising out of: (i) the operation of the business you conduct under this Agreement, (ii) your breach of this Agreement, including, without limitation, those alleged to be caused by the Indemnified Party's negligence, and/or (iii) instituted by your employees, or by others that arise from your employment practices, unless (and then only

to the extent that) the claims, obligations, or damages are determined to be caused solely by the Indemnified Party's intentional misconduct in a final, unappealable ruling issued by a court with competent jurisdiction. For purposes of this indemnification, "**claims**" include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation or alternative dispute resolution, regardless of whether litigation or alternative dispute resolution is commenced. Each Indemnified Party may defend any claim against it at your expense (including choosing and retaining its own legal counsel) and agree to settlements or take any other remedial, corrective, or other actions. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against you under this subparagraph. You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this Section 8.B.

9. ENFORCEMENT.

A. JURISDICTION AND VENUE.

You and we agree that all claims, controversies, or disputes arising under this Agreement will be resolved in the state or federal district courts located in the state, county, or judicial district where our or our successor's or assign's corporate headquarters are located at the time litigation is filed (currently, Dallas, Texas). You consent, and hereby waive all objections, to the jurisdiction of and venue in such courts. Notwithstanding the foregoing, we have the right and option to bring any action (1) for monies owed, (2) for injunctive or other extraordinary relief, or (3) involving possession or disposition of, or other relief relating to, real property, in any state or federal district court which would also have jurisdiction in the absence of this provision or which developer deems appropriate to obtain the relief sought. You acknowledge and agree that the foregoing agreements regarding applicable state law and forum provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising out of this Agreement or the parties' relationship created by this Agreement. You further acknowledge the receipt and sufficiency of mutual consideration for such benefit.

B. GOVERNING LAW.

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other United States federal law, this Agreement, the franchise and all claims arising from the relationship between us and you will be governed by the laws of the State of Texas, without regard to its conflict of laws rules, except that any state law regulating the offer or sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

C. WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.

Except for your obligation to indemnify us for third party claims under Section 8.B, we and you (and your owners) waive to the fullest extent permitted by law any right to or claim for

any punitive or exemplary damages against the other and agree that, in the event of a dispute between us and you, the party making a claim will be limited to equitable relief and to recovery of any actual damages it sustains. We and you irrevocably waive trial by jury in any action or proceeding brought by either of us.

D. **INJUNCTIVE RELIEF**.

Nothing in this Agreement bars our right to obtain specific performance of the provisions of this Agreement and injunctive relief against any threatened or actual conduct that will cause us, the Marks, or the system of Cicis Restaurants loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and temporary or preliminary injunctions. You agree that we may seek such relief from any court of competent jurisdiction in addition to such further or other relief as may be available to us at law or in equity. You agree that we will not be required to post a bond to obtain injunctive relief and that your only remedy if an injunction is entered against you will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by injunction being expressly waived hereby).

E. **COSTS AND ATTORNEYS' FEES.**

The prevailing party in any judicial proceeding shall be entitled to recover from the other party all damages, costs and expenses, including court costs and reasonable attorneys' fees, incurred by the prevailing party in connection with such proceeding.

F. **LIMITATIONS OF CLAIMS**.

EXCEPT FOR CLAIMS ARISING FROM YOUR NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS YOU OWE US, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OUR RELATIONSHIP WITH YOU WILL BE BARRED UNLESS A JUDICIAL PROCEEDING IS COMMENCED IN ACCORDANCE WITH THIS AGREEMENT WITHIN ONE (1) YEAR FROM THE DATE ON WHICH THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIMS. The parties understand that such time limit might be shorter than otherwise allowed by law. You and your owners agree that your and their sole recourse for claims arising between the parties shall be against us or our successors and assigns. You and your owners agree that our and our Affiliates' members, managers, shareholders, directors, officers, employees, and agents shall not be personally liable nor named as a party in any action between us or our Affiliates and you or your owners.

WE AND YOU AGREE THAT ANY PROCEEDING WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND THAT ANY PROCEEDING BETWEEN US AND ANY OF OUR AFFILIATES, OR OUR AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, ON THE ONE HAND, AND YOU OR YOUR OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES, ON THE OTHER HAND, MAY NOT BE: (I) CONDUCTED ON A CLASS-WIDE BASIS, (II) COMMENCED, CONDUCTED OR CONSOLIDATED WITH ANY OTHER PROCEEDING, (III) JOINED WITH ANY CLAIM OF AN UNAFFILIATED THIRD-PARTY, OR (IV) BROUGHT ON YOUR BEHALF BY ANY ASSOCIATION OR AGENT.

No previous course of dealing shall be admissible to explain, modify, or contradict the terms of this Agreement. No implied covenant of good faith and fair dealing shall be used to alter the express terms of this Agreement.

10. **MISCELLANEOUS**.

A. **BINDING EFFECT.**

This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns, and successors in interest. Subject to our right to modify the System Standards, this Agreement may not be modified except by a written agreement signed by our and your duly-authorized officers.

B. **RIGHTS OF PARTIES ARE CUMULATIVE.**

Our and your rights under this Agreement are cumulative, and our or your exercise or enforcement of any right or remedy under this Agreement will not preclude our or your exercise or enforcement of any other right or remedy which we or you are entitled by law to enforce.

C. **SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS**.

Except as expressly provided to the contrary in this Agreement, each section, paragraph, term, and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency, or tribunal with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties.

If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of this Agreement's termination or of our refusal to enter into a successor franchise agreement, or some other action that this Agreement does not require, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any System Standard is invalid, unenforceable, or unlawful, the notice or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety. You agree to be bound by any promise or covenant imposing the maximum duty the law permits which is subsumed within any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement.

D. **WAIVER OF OBLIGATIONS.**

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. Any waiver granted will be without prejudice to any other rights we or you have, will be subject to continuing review, and may be revoked at any time and for any reason effective upon delivery of 10 days' prior written notice.

We and you will not waive or impair any right, power, or option this Agreement reserves (including our right to demand exact compliance with every term, condition, and covenant or to declare any breach to be a default and to terminate this Agreement before its term expires) because of any custom or practice at variance with this Agreement's terms; our or your failure, refusal, or neglect to exercise any right under this Agreement or to insist upon the other's compliance with this Agreement. No special or restrictive legend or endorsement on any check or similar item given to us will be a waiver, compromise, settlement, or accord and satisfaction. We are authorized to remove any legend or endorsement, which then will have no effect.

E. **THE EXERCISE OF OUR JUDGMENT.**

We have the right to operate, develop, and change the System in any manner that is not specifically prohibited by this Agreement. Whenever we have reserved in this Agreement a right to take or to withhold an action, to grant or decline to grant you a right to take or withhold an action, or to provide or withhold approval or consent, we may, except as otherwise specifically provided in this Agreement, make our decision or exercise our rights in our sole and unfettered discretion.

F. **CONSTRUCTION.**

The preambles and exhibits are a part of this Agreement, which together with this Agreement constitute our and your entire agreement, and there are no other oral or written understandings or agreements between us and you, or oral or written representations by us, relating to the subject matter of this Agreement, the franchise relationship, or your Development Rights (any understandings or agreements reached, or any representations made, before this Agreement are superseded by this Agreement); but nothing in this Agreement or any related agreement is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. Any policies that we periodically adopt and implement to guide us in our decision-making are subject to change, are not a part of this Agreement, and are not binding on us. Except as expressly provided in this Agreement, nothing in this Agreement is intended or deemed to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

Except where this Agreement expressly obligates us reasonably to approve or not unreasonably to withhold our approval of any of your actions or requests, we have the absolute right to refuse any request you make or to withhold our approval of any of your proposed, initiated, or completed actions that require our approval. The headings of the sections and paragraphs are for convenience only and do not define, limit, or construe the contents of these sections or paragraphs.

References in this Agreement to "we," "us," and "our," with respect to all of our rights and all of your obligations to us under this Agreement, include any of our Affiliates with whom you deal. The term "Affiliate" means any person or entity directly or indirectly owned or controlled

by, under common control with, or owning or controlling you or us. "Control" means the power to direct or cause the direction of management and policies. "Including" means "including, without limitation."

If two or more persons are at any time the owners of the Development Rights, whether as partners or joint venturers, their obligations and liabilities to us will be joint and several. References to "owner" mean any person holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) or voting rights in you (or a transferee of this Agreement and your Development Rights or an ownership interest in you), including, without limitation, any person who has a direct or indirect interest in you (or a transferee), this Agreement, the Franchise, or your Development Rights and any person who has any other legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights, or assets. References to an "ownership interest" in you or one of your owners (if a Business Entity) mean the percent of the voting shares or other voting rights that results from dividing 100% of the ownership interests by the number of owners. "Person" means any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative, or other legal or functional entity.

Unless otherwise specified, all references to a number of days shall mean calendar days and not business days.

G. **NO WARRANTY OR REPRESENTATION.**

We and our agents, Affiliates, officers, directors, managers, owners, employees and other representatives have not made or given to you any warranties, representations, undertakings, commitments, covenants or guarantees respecting the subject matter of this Agreement except as expressly stated in this Agreement, and specifically without limiting the generality of the foregoing, you hereby acknowledge and agree that we and our agents, Affiliates, officers, directors, managers, owners, employees and other representatives have not made or given any warranty, representation, undertaking, commitment, covenant or guarantee in respect of sales or profit to be derived or costs or expenses to be incurred by you and that you are not relying upon any warranties, representations, undertakings, commitments, covenants or guarantees of us and our officers, directors, shareholders, employees and other representatives except as provided in this Agreement.

H. **LAWFUL ATTORNEY.**

Notwithstanding anything otherwise contained in this Agreement, if you do not execute and deliver any documents or other assurances so required of you pursuant to this Agreement or if we take over the management or operation of the business operated hereunder on your behalf for any reason, you hereby irrevocably appoint us as your lawful attorney with full power and authority, to execute and deliver in your name any such documents and assurances, and to manage or operate the business on your behalf, and to do all other acts and things, all in such discretion as we may desire, and you hereby agree to ratify and confirm all of our acts as your lawful attorney and to indemnify and save us harmless from all claims, liabilities, losses, or damages suffered in so doing. You also hereby appoint us as your attorney-in-fact to receive and inspect your confidential sales and other tax records and hereby authorize all tax authorities to provide such information to us for all tax periods during the Term.

I. **NOTICES**.

During the Term, any notices we are required or permitted to send to you may be delivered, at our option, by hand delivery, mail or carrier, as described below, or by email to the official system email address we assign to you or your owners (currently, "@cicispizza.com"). It is your responsibility to check that email address frequently (at least daily). After expiration or termination of this Agreement, any notices we are required or permitted to send to you shall be delivered via hand delivery, mail or carrier, as described below, to your last known address and via email to your last known (non-Cicis system) email address.

Any notices you are required or permitted to send to us, whether during or after the Term of this Agreement, shall be sent via hand delivery, mail or carrier, as described below, to the address shown in the opening paragraph of this Agreement (or such other address we provide to you), to the attention of our Legal Department, and by email to notices@cicisspizza.com (or any substitute email address we provide to you).

Notices sent via email are deemed delivered when. Notices sent by hand delivery, mail or carrier shall be deemed delivered at the earlier of (i) actual delivery, (ii) the next business day after prepaid deposit with a nationally recognized carrier for overnight or express delivery, or (iii) three business days after prepaid deposit with the US postal service for registered or certified mail. Notices required to be sent both by email and by hand delivery, mail or carrier shall be considered delivered only when delivered by both methods.

J. **COUNTERPARTS**.

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Scanned or electronic signatures shall have the same effect and validity, and may be relied upon in the same manner, as original signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the dates noted below, to be effective as of the Effective Date.

ON SMILE LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____
EFFECTIVE DATE:_____

DEVELOPER:

_____
[Name]

By:_____
Name:_____
Title:_____
Date: _____

ATTACHMENT A
TO AREA DEVELOPMENT AGREEMENT

INFORMATION REGARDING OWNERSHIP, DEVELOPMENT AREA, DEVELOPMENT SCHEDULE, AND OTHER AGREEMENT TERMS

1. **Name and Address of Developer**.
   Name: _____
   Attention: _____
   Address: _____
   _____
   Email Address: _____

2. **Form of Owner**. You were incorporated or formed on _____, under the laws of the State of _____. You have not conducted business under any name other than your corporate, limited liability company, or partnership name unless indicated in the following: _____.

3. **Owners**. The following identifies the owner that you have designated as, and that we approve to be, the Controlling Principal and lists the full name of each person who is one of your owners (as defined in the Area Development Agreement), or an owner of one of your owners, and fully describes the nature of each owner's interest (attach additional pages if necessary).

Owner's Name	**Type / %-age of Interest**
_____	_____%
_____	_____%
_____	_____%

4. The **Development Area** is comprised of: _____, as depicted on the map attached to this Attachment. If the Development Area is identified by counties or other political subdivisions, political boundaries will be considered fixed as of the date of this Agreement and will not change, notwithstanding a political reorganization or change to the boundaries or regions.

5. Please select the type of Restaurant that shall be developed pursuant hereto:

   - Cicis Buffet Restaurants: _____ OR _____% of Total Restaurants in Development Schedule

   - Cicis To Go Restaurants: _____ OR _____% of Total Restaurants in Development Schedule

6. The total **Development Fee** payable under this Agreement is $_____

7. The **Development Schedule** is as follows:

Development Period	**Leases Executed During Development Period***	**Leases Executed by End of Development Period***	**Restaurants Opened During Development Period**	**Restaurants Operating by End of Development Period**
_____ to _____	_____	_____	_____	_____
_____ to _____	_____	_____	_____	_____
_____ to _____	_____	_____	_____	_____
_____ to _____	_____	_____	_____	_____
_____ to _____	_____	_____	_____	_____

* To satisfy this requirement, we must have received, by the end of the Development Period, a fully executed (by all parties) copy of the lease (together with all exhibits) that we have approved in accordance with the applicable Franchise Agreement.

8. **Additional Terms or Modifications to This Agreement** (which terms, if any, will control any inconsistencies between the following and the terms in the body of this Agreement):

[insert as applicable]

ON SMILE LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

DEVELOPER:

_____
[Name]

By: _____
Name: _____
Title: _____
Date: _____

MAP OF DEVELOPMENT AREA

[*Please insert*]

ATTACHMENT B
TO AREA DEVELOPMENT AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given by each of the undersigned persons indicated below who have executed this Guaranty (each a "**Guarantor**") to be effective as of the Effective Date of the Agreement (defined below).

In consideration of, and as an inducement to, the execution of that certain Area Development Agreement (as amended, modified, restated or supplemented from time to time, the "**Agreement**") on this date by **ON SMILE LLC** ("**we**" or "**our**"), each Guarantor personally and unconditionally (a) guarantees to us and our successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that _____ ("**Developer**") will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement and (b) agrees to be personally bound by, and personally liable for each and every provision in the Agreement that sets out an obligation of the Developer, including both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities.

Each Guarantor consents and agrees that: (1) Guarantor's direct and immediate liability under this Guaranty will be joint and several, both with Developer and among other guarantors; (2) Guarantor will render any payment or performance required under the Agreement upon demand if Developer fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon our pursuit of any remedies against Developer or any other person; (4) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which we may from time to time grant to Developer or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement; and (5) at our request, each Guarantor shall present updated financial information to us as reasonably necessary to demonstrate such Guarantor's ability to satisfy the financial obligations of Developer under the Agreement.

Each Guarantor waives: (i) all rights to payments and claims for reimbursement or subrogation which any Guarantor may have against Developer arising as a result of the Guarantor's execution of and performance under this Guaranty; and (ii) acceptance and notice of acceptance by us of Guarantor's undertakings under this Guaranty, notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices to which he or she may be entitled.

Each Guarantor represents and warrants that, if no signature appears below for such Guarantor's spouse, such Guarantor is either not married or, if married, is a resident of a state which does not require the consent of both spouses to encumber the assets of a marital estate.

The provisions contained in Section 9 (Enforcement) of the Agreement, including Section 9.A (Jurisdiction and Venue), Section 9.B (Governing Law) and Section 9.E (Costs and Attorneys' Fees) of the Agreement are incorporated into this Guaranty by reference and shall govern this Guaranty and any disputes between the Guarantors and us. The Guarantors shall reimburse us for all costs and expenses we incur in connection with enforcing the terms of this Guaranty.

By signing below, the undersigned spouse of each Guarantor indicated below, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty. We confirm that a spouse who signs this Guaranty solely in his or her capacity as a spouse (and not as an owner) is signing merely to acknowledge and consent to the execution of the Guaranty by his or her spouse and to bind the assets of the marital estate as described therein and for no other purpose (including, without limitation, to bind the spouse's own separate property).

Each Guarantor that is a business entity, retirement or investment account, or trust acknowledges and agrees that if Franchisee (or any of its affiliates) is delinquent in payment of any amounts guaranteed hereunder, that no dividends or distributions may be made by such Guarantor (or on such Guarantor's account) to its owners, accountholders or beneficiaries or otherwise, for so long as such delinquency exists, subject to applicable law.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as this Guaranty and Assumption of Obligations was executed.

GUARANTOR(S)	**SPOUSE(S)**
Name:_____ Sign: _____ Address: _____ _____ _____	Name:_____ Sign: _____ Address: _____ _____ _____
Name**:**_____ Sign: _____ Address: _____ _____ _____	Name**:**_____ Sign: _____ Address: _____ _____ _____

EXHIBIT D-1
DEVELOPMENT INCENTIVE PROGRAM ADDENDUM
(Area Development Agreement)

DEVELOPMENT INCENTIVE PROGRAM ADDENDUM
(Area Development Agreement)

On Smile LLC ("**we**") and the "Developer" identified below ("**you**" and, together with us, the "**Parties**") execute this Development Incentive Program Addendum (the "**Addendum**") to supplement and amend that certain Area Development Agreement they have executed immediately prior to the execution of this Addendum (as it might have otherwise been amended, the "**Development Agreement**"). The "Effective Date" of this Addendum is the Effective Date of the Development Agreement. Capitalized terms used but not defined in this Addendum have the meanings given them in the Development Agreement. For valuable consideration, receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Approval to Participate in Development Incentive Program. In the Development Agreement, you have agreed to develop or cause your affiliates to develop, in each case pursuant to individual Franchise Agreements, at least five (5) Cicis Pizza Restaurants. In light of your acquisition of the Development Rights and your agreement to remain in good standing (as defined below), we have agreed to allow you to participate in our Development Incentive Program (the "**Program**") with respect to the Development Agreement and Franchise Agreements that you or your affiliates execute pursuant to the Development Agreement from and after the Effective Date of this Addendum (the "**Qualifying Franchise Agreements**"). We may revoke your participation in the Program if, at any time, we determine that you no longer qualify to participate.

2. Reduction of Development and Initial Franchise Fees. Section 3 of the Development Agreement is supplemented and amended by adding the following to the end of the Section:

> While you are approved to participate in the Program and provided you and your affiliates remain in good standing, we agree that the Development Fee will be reduced to $10,000 times the total number of Restaurants to be developed hereunder, and the Initial Franchise Fee under each Qualifying Franchise Agreement shall be reduced to $10,000. We reserve the right to revoke the foregoing reductions at any time you are no longer approved to participate in the Program or you cease to be in good standing, in which case, you will pay us the balance of the full Development Fee and Initial Franchise Fees which, absent the foregoing reductions, are required under the Development Agreement and Qualifying Franchise Agreements, as applicable. "**Good Standing**" means that you and your affiliates, as applicable, are in compliance with all material obligations under the Development Agreement (including the Development Schedule), all Franchise Agreements between us and you or them, whether or not executed pursuant to the Development Agreement, and all other agreements between us and you or your affiliates. You agree that we will have sole discretion to determine whether particular obligations are "material" for purposes of determining good standing, and our decision will be final.

3. Amendment of Qualifying Franchise Agreements. As long as you are approved to participate in the Program (as we determine in our sole discretion), as each Qualifying Franchise Agreement is executed, we and you or your affiliate executing the agreement will also execute an amendment to the agreement in the form attached as Attachment A hereto.

4. Construction; Execution. This Addendum forms an integral part of and is incorporated into the Development Agreement and represents the sole agreement between the Parties with respect to the matters set forth herein. Except as supplemented and amended herein, the Development Agreement remains in full force and effect. This Addendum may be executed in several counterparts which, taken together, constitute a single document. Electronic execution of this Addendum is authorized, and photocopies of the Addendum and the signatures hereto have the same force and effect as originals.

Thus executed on the dates shown below and made effective as of the Effective Date.

ON SMILE LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____
Date: _____

DEVELOPER:
[Name]

By:_____
Name:_____
Title:_____
Date: _____

ATTACHMENT A

DEVELOPMENT INCENTIVE PROGRAM ADDENDUM
(Franchise Agreement)

DEVELOPMENT INCENTIVE PROGRAM ADDENDUM
(Franchise Agreement)

On Smile LLC ("**we**") and the "Franchisee" identified below ("**you**" and, together with us, the "**Parties**") execute this Development Incentive Program Addendum (the "**Addendum**") to supplement and amend that certain Franchise Agreement they have executed immediately prior to the execution of this Addendum (as it might have otherwise been amended, the "**Franchise Agreement**"). The Franchise Agreement was executed pursuant to a Development Agreement between us and you or your affiliate (the "**Development Agreement**"). The "Effective Date" of this Addendum is the same as the Effective Date of the Franchise Agreement. Capitalized terms used but not defined in this Addendum have the meanings given them in the Franchise Agreement. For valuable consideration, receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Reduction of Initial Franchise Fee. Section 4.A of the Franchise Agreement is supplemented and amended by adding the following to the end of the Section:

> While you are approved to participate in the Program and provided you and your affiliates remain in good standing, we agree that the Initial Franchise Fee shall be reduced to $10,000. We reserve the right to revoke the foregoing reduction at any time you are no longer approved to participate in the Program or you cease to be in good standing, in which case, you will pay us the balance of the full Initial Franchise Fee which, absent the foregoing reduction, is required under the Franchise Agreement. "**Good Standing**" means that you and your affiliates, as applicable, are in compliance with all material obligations under this Agreement, the Development Agreement (including the Development Schedule thereunder), and all other agreements between us and you or them, whether or not executed pursuant to the Development Agreement. You agree that we will have sole discretion to determine whether particular obligations are "material" for purposes of determining good standing, and our decision will be final.

2. Modification of Royalty Fees. Section 4.C of the Franchise Agreement is supplemented and amended by adding the following to the end of the Section:

> Provided you remain a participant in the Program (as we determine in our sole discretion) and are in good standing, for Net Sales generated through the 1st anniversary of the Opening Date of the Restaurant, the Royalty Fee will be calculated at 3% of those Net Sales. If, at any time prior to the 1st anniversary of the Opening Date, you cease to be either approved to participate in the Program or in good standing, the foregoing Royalty Fee reduction will automatically, and without any further notice, be null and void, and the Royalty Fee will thereafter be calculated as described in Section 4.C without regard to this paragraph.

3. Construction; Execution. This Addendum forms an integral part of and is incorporated into the Franchise Agreement and represents the sole agreement between the Parties with respect to the matters set forth herein. Except as set forth herein, the Franchise Agreement remains in full force and effect. This Addendum may be executed in counterparts which, taken together, constitute a single document. Electronic execution is authorized, and photocopies of the Addendum and signatures hereto have the same force and effect as originals.

Thus executed on the dates shown below and made effective as of the Effective Date.

ON SMILE LLC,	**FRANCHISEE:**
a Delaware limited liability company	**[Name]**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date: _____	Date: _____

EXHIBIT D-2
VETERAN'S INCENTIVE PROGRAM ADDENDUM
(Area Development Agreement)

VETERAN'S INCENTIVE PROGRAM ADDENDUM
(Area Development Agreement)

On Smile LLC ("**we**") and the "Developer" identified below ("**you**" and, together with us, the "**Parties**") execute this Veteran's Incentive Program Addendum (the "**Addendum**") to supplement and amend that certain Area Development Agreement they have executed immediately prior to the execution of this Addendum (as it might have otherwise been amended, the "**Development Agreement**"). The "Effective Date" of this Addendum is the Effective Date of the Development Agreement. Capitalized terms used but not defined in this Addendum have the meanings given them in the Development Agreement. For valuable consideration, receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Representations Regarding Veteran Status. You have asked to participate in our Veterans Incentive Program (the "**Program**") and, in support of your request, have provided us with information, whether as part of the Application Materials or separately (the "**Supporting Information**"), to confirm your qualifications to participate in the Program. You represent and warrant to us that the Supporting Information is true and correct and that you satisfy all of our requirements for participation in the Program. In reliance on the foregoing, we approve your participation in the Program with respect to Franchise Agreements that you or your affiliates execute pursuant to the Development Agreement from and after the Effective Date of this Addendum (the "**Qualifying Franchise Agreements**"). You must promptly notify us, in writing, if any of the Supporting Information changes or ceases to be true and correct. We may revoke your participation in the Program if, at any time, we determine that you no longer qualify for participation.

2. Waiver of Development Fee. While you are approved to participate in the Program and remain in good standing, we hereby waive your obligation to pay us a Development Fee under the Development Agreement and an Initial Franchise Fee under the Qualifying Franchise Agreements. We reserve the right to revoke the waivers at any time you are either no longer approved to participate in the Program or cease to be in good standing, in which case, you will pay us the Development Fee and Initial Franchise Fees which, absent the waivers, are required under the Development Agreement and Qualifying Franchise Agreements, as applicable. "**Good Standing**" means that you and your affiliates, as applicable, are in compliance with all material obligations under the Development Agreement and all Franchise Agreements between us and you or them, whether or not executed pursuant to the Development Agreement. You agree that we will have sole discretion to determine whether particular obligations are "material" for purposes of determining good standing, and our decision will be final.

3. Amendment of Qualifying Franchise Agreements. As long as you are approved to participate in the Program (as we determine in our sole discretion), as each Qualifying Franchise Agreement is executed, we and you or your affiliate executing the agreement will also execute an amendment to the agreement in the form attached as Attachment A hereto.

4. Construction; Execution. This Addendum forms an integral part of and is incorporated into the Development Agreement and represents the sole agreement between the Parties with respect to the matters set forth herein. Except as supplemented and amended herein, the Development Agreement remains in full force and effect. This Addendum may be executed in several counterparts which, taken together, constitute a single document. Electronic execution of this Addendum is authorized, and photopies of the Addendum and the signatures hereto have the same force and effect as originals.

Thus executed on the dates shown below and made effective as of the Effective Date.

ON SMILE LLC,	**DEVELOPER:**
a Delaware limited liability company	**[Name]**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date: _____	Date: _____

ATTACHMENT A

VETERAN'S INCENTIVE PROGRAM ADDENDUM
(Franchise Agreement)

VETERAN'S INCENTIVE PROGRAM ADDENDUM
(Franchise Agreement)

On Smile LLC ("**we**") and the "Franchisee" identified below ("**you**" and, together with us, the "**Parties**") execute this Veteran's Incentive Program Addendum (the "**Addendum**") to supplement and amend that certain Franchise Agreement they have executed immediately prior to the execution of this Addendum (as it might have otherwise been amended, the "**Franchise Agreement**"). The "Effective Date" of this Addendum is the same as the Effective Date of the Franchise Agreement. Capitalized terms used but not defined in this Addendum have the meanings given them in the Franchise Agreement. For valuable consideration, receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Representations Regarding Veteran Status. You have asked to participate in our Veterans Incentive Program (the "**Program**") and, in support of your request, have provided us with information, whether as part of the Application Materials or separately (the "**Supporting Information**"), to confirm your qualifications to participate in the Program. You represent and warrant to us that the Supporting Information is true and correct and that you satisfy all of our requirements for participation in the Program. In reliance on the foregoing, we approve your participation in the Program with respect to Franchise Agreement. You must promptly notify us, in writing, if any of the Supporting Information changes or ceases to be true and correct. We may revoke your participation in the Program if, at any time, we determine that you no longer qualify for participation.

2. Waiver of Initial Franchise Fee. We hereby waive your obligation to pay us an Initial Franchise Fee while you are approved to participate in the Program and remain in good standing. We reserve the right to revoke the waiver at any time you are either no longer approved to participate in the Program or cease to be in good standing, in which case, you will pay us the Initial Franchise Fee which, absent the waiver, is required under the Franchise Agreement. "**Good Standing**" means that you are in compliance with all material obligations under the Franchise Agreement, and you and your affiliates are in compliance with all material obligations under any other agreements between us and you or them. You agree that we will have sole discretion to determine whether particular obligations are "material" for purposes of determining good standing, and our decision will be final.

3. Modification of Royalty Fees. The following is added to the end of Section 4.C of the Franchise Agreement:

> Provided you remain a participant in the Program (as we determine in our sole discretion) and are in good standing, for Net Sales generated through the 1st anniversary of the Opening Date of the Restaurant, the Royalty Fee will be calculated at 3% of those Net Sales; and for Net Sales generated from the day following the 1st anniversary of the Opening Date through the 2nd anniversary of the Opening Date, the Royalty Fee will be calculated at 4% of those Net Sales. If, at any time prior to the 2nd anniversary of the Opening Date, you cease to be either approved to participate in the Program or in good standing, the foregoing Royalty Fee reductions will automatically, and without any further notice, be null and void, and the Royalty Fee will thereafter be calculated as described in Section 4.C without regard to this paragraph.

4. Construction; Execution. This Addendum forms an integral part of and is incorporated into the Franchise Agreement and represents the sole agreement between the Parties with respect to the matters set forth herein. Except as set forth herein, the Franchise Agreement remains in full force and effect. This Addendum may be executed in counterparts which, taken together, constitute a single document. Electronic execution is authorized, and photopies of the Addendum and signatures hereto have the same force and effect as originals.

Thus executed on the dates shown below and made effective as of the Effective Date.

ON SMILE LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____
Date: _____

FRANCHISEE:
[Name]

By:_____
Name:_____
Title:_____
Date: _____

EXHIBIT D-3
REOPEN INCENTIVE PROGRAM ADDENDUM
(Franchise Agreement)

REOPEN INCENTIVE PROGRAM ADDENDUM
(Franchise Agreement)

On Smile LLC ("**we**"), the "Franchisee" identified below ("**you**"), and your owners who have guaranteed your performance under the Franchise Agreement (collectively, the "**Guarantors**" and, together with us and you, the "**Parties**") execute this Reopen Incentive Program Addendum (the "**Addendum**") to supplement and amend that certain Franchise Agreement identified on Attachment A hereto (as it might have previously been amended, the "**Franchise Agreement**"). The Effective Date of this Addendum is the date on which we sign below. Capitalized terms used but not defined in this Addendum have the meanings given them in the Franchise Agreement. For valuable consideration, receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Restaurant History. The Restaurant identified in the Franchise Agreement was formerly operated as a Cicis Restaurant by you, your affiliate, or a third party unaffiliated with you and was permanently closed or has been temporarily closed for an extensive period. The franchise agreement that previously governed the owner's operation of the Restaurant has been terminated. You and we have entered into the Franchise Agreement to govern your ownership and operation of the previously closed Restaurant from and after the Effective Date.

2. Reopening of the Restaurant. You agree that you will, at your expense, take the actions described on Attachment A hereto to remodel and refresh the Restaurant (the "**Refresh Obligations**") prior to reopening the Restaurant, and you will complete the Refresh Obligations and reopen the Restaurant for regular business in accordance with the Franchise Agreement by no later than the Reopening Deadline shown on Attachment A.

3. Reduction of Initial Franchise Fee. Provided you and your affiliates remain in good standing, we agree that the Initial Franchise Fee due under the Franchise Agreement shall be reduced to $5,000. We reserve the right to revoke the foregoing reduction at any time you cease to be in good standing, in which case, you will pay us the balance of the full Initial Franchise Fee which, absent the foregoing reduction, is required under the Franchise Agreement. "**Good Standing**" means that you and your affiliates, as applicable, are in compliance with all material obligations under the Franchise Agreement and all other agreements between us and you or them. You agree that we will have sole discretion to determine whether particular obligations are "material" for purposes of determining good standing, and our decision will be final.

4. Modification of Royalty Fees. Notwithstanding anything in the Franchise Agreement to the contrary, you and we agree as follows:

> Provided you and your affiliates are in good standing, for Net Sales generated through the 1st anniversary of the Effective Date of this Agreement, the Royalty Fee will be calculated at 3% of those Net Sales; and for Net Sales generated from the day following the 1st anniversary of the Effective Date of this Agreement through the 2nd anniversary of the Effective Date of this Agreement, the Royalty Fee will be calculated at 4% of those Net Sales. If, at any time prior to the 2nd anniversary of the Effective Date of this Agreement, you cease to be in good standing, the foregoing Royalty Fee reductions will automatically, and without any further notice, be null and void, and the Royalty Fee will thereafter be calculated as described in the Franchise Agreement without regard to this paragraph.

5. Right to Close Restaurant. You and we agree that you will have a one-time right to permanently close the Restaurant if, for the period beginning on the date the Restaurant reopens for regular business and ending on the day that is 1.5 years after that date (the "**Assessment Period**"), the Restaurant's EBITDA (earnings before interest, taxes, depreciation and amortization), considering only those expenses that are normal restaurant-level operating expenses, is a negative number. To exercise the right to close, you must provide us, no sooner than the end of the Assessment Period and no later than 30 days after the end of the Assessment Period, (a) a profit and loss statement for the Assessment Period, which may be internally prepared in accordance with generally accepted accounting principles, showing the negative EBITDA, and (b) written notice of your intention to close and the date on which you intend to do so. On or prior to the closure, you and we will execute a written mutual termination of the Franchise Agreement, which will include a general release of any and all claims you and your related parties might have against us and our related parties, standard confidentiality and non-disparagement provisions, and your

and your owners' agreement to comply with the obligations under the Franchise Agreement that are triggered by or that survive the termination of the agreement.

6. General Release. The Guarantors and you, on behalf of yourself, themselves and your and their respective current and former parents, affiliates, and subsidiaries, and the agents, spouses, heirs, principals, attorneys, owners, officers, directors, employees, representatives, predecessors, successors, and assigns of each (collectively, the "**Releasing Parties**"), hereby absolutely and irrevocably release and discharge us, our parents, subsidiaries, and affiliates, and the current and former owners, officers, directors, employees, managers, agents, representatives, predecessors, successors, and assigns of each (collectively, the "**Released Parties**"), of and from any and all claims, obligations, debts, proceedings, demands, rights to terminate and rescind, liabilities, losses, damages, and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected, at law or in equity (collectively, "**Claims**"), which any of the Releasing Parties ever owned or held, now own or hold, or may in the future own or hold, which are based on actions, omissions, or occurrences occurring on or prior to the Effective Date of this Addendum, including, without limitation, Claims based upon, arising out of, or in any way related to (i) applicable laws, rules and regulations, (ii) the Franchise Agreement and all other agreements between any Releasing Party and any Released Party, (iii) the relationships created by such agreements, or (iv) the sale, development, ownership, purchase or operation of the Restaurant or any other Cicis-branded restaurant. The Guarantors and you represent and warrant that no Claims released by the Releasing Parties in this paragraph have been assigned to any third party.

If the Restaurant you operate under the Franchise Agreement is located in Maryland or if any of the Releasing Parties is a resident of Maryland, the following shall apply:

Any general release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

7. Construction; Execution. This Addendum forms an integral part of and is incorporated into the Franchise Agreement and represents the sole agreement between the Parties with respect to the matters set forth herein. Except as set forth herein, the Franchise Agreement remains in full force and effect. This Addendum may be executed in counterparts which, taken together, constitute a single document. Electronic execution is authorized, and photocopies of the Addendum and signatures hereto have the same force and effect as originals.

Thus executed on the dates shown below and made effective as of the Effective Date.

ON SMILE LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____
Date*: _____
*This is the Effective Date

FRANCHISEE:
[Name]

By:_____
Name:_____
Title:_____
Date: _____

GUARANTORS:

Sign: _____
Name: _____
Date: _____

Sign: _____
Name: _____
Date: _____

Sign: _____
Name: _____
Date: _____

ATTACHMENT A

TO

REOPEN INCENTIVE PROGRAM ADDENDUM

1. Franchise Agreement:

    a. Franchisee Name: _____
    b. Effective Date of Franchise Agreement: _____
    c. Restaurant Address: _____

2. Refresh Obligations:

    a. [List]

3. Reopening Deadline: _____

EXHIBIT D-4
UNDERPERFORMING
INCENTIVE PROGRAM ADDENDUM
(Franchise Agreement)

UNDERPERFORMING INCENTIVE PROGRAM ADDENDUM

(Franchise Agreement)

On Smile LLC ("**we**") and the "Franchisee" identified below ("**you**" and, together with us, the "**Parties**") execute this Underperforming Incentive Program Addendum (the "**Addendum**") to supplement and amend that certain Franchise Agreement the Parties have executed immediately prior to the execution of this Addendum (as it might have otherwise been amended, the "**Franchise Agreement**"). The "**Effective Date**" of this Addendum is the same as the Effective Date of the Franchise Agreement. Terms used but not defined in this Addendum have the meanings given them in the Franchise Agreement. For valuable consideration, receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Franchisee's Representations. You represent and acknowledge that **(i)** the information you provided us in your application for the Underperforming Incentive Program (the "**Program**") was true and correct when provided and is true and correct as of the date you sign this Addendum; **(ii)** based on such information, you qualify and have been approved by us to participate in the Program; and **(iii)** you are in Good Standing (as defined in Section 5 below).

2. Reimbursement of Renewal Fee. If, in connection with your purchase and, if applicable, re-opening of the Restaurant, you conducted a grand opening promotion approved by us, we will reimburse you the expenses you incurred and paid in executing the grand opening promotion (less salaries and benefits paid to your owners or employees), up to the amount of the Renewal Fee you paid, if any, when you signed the Franchise Agreement. If you seek reimbursement under this paragraph, you must submit documentary proof of the paid expense within 30 days following the completion of your grand opening promotion. We reserve the right to determine, in our sole discretion, whether any submitted expense qualifies for reimbursement under this paragraph.

3. Modification of Royalty Fees. Section 4.C of the Franchise Agreement is supplemented and amended by adding the following to the end of the Section:

> We agree that, provided you and your affiliates remain in Good Standing (as defined in the Underperforming Incentive Program Addendum), the Royalty Fee will be as follows: (i) 2% of Net Sales derived from the Effective Date through the day preceding the first anniversary of the Effective Date; (ii) 3% of Net Sales derived from the 1st anniversary to the 2nd anniversary of the Effective Date; and (iii) thereafter, the rate specified in Section 4.C of this Agreement.

4. Termination; Lost Revenue Damages. Provided you and your affiliates have been in Good Standing from the Effective Date and remain so during the notice period specified below, you may, at any time prior to [insert date that is the 18-month anniversary of the Effective Date], and without cause, deliver (as defined in the Franchise Agreement) a written notice to us of your election to terminate the Franchise Agreement. Termination will be effective at the close of business on the 30th day following delivery of your written notice of termination, and you will thereafter be required to comply with all obligations under the Franchise Agreement that are either triggered by or that expressly or by implication survive termination (except the obligation to pay Lost Revenue Damages under Section 16.M of the Franchise Agreement).

5. Definitions. As used in this Amendment, "Good Standing" means that you, your owners, and your affiliates (if any) are not in default of the Franchise Agreement or any other agreement with us or our affiliates; and that you, your owners, and your affiliates have substantially and timely complied with all of the terms and conditions of all such agreements, including the timely satisfaction of all monetary obligations owed to us or our affiliates.

6. General Release. You, on behalf of yourself, and your respective current and former parents, affiliates, and subsidiaries, and the agents, spouses, heirs, principals, attorneys, owners, officers, directors, employees, representatives, predecessors, successors, and assigns of each (collectively, the

"**Releasing Parties**"), hereby absolutely and irrevocably release and discharge us, our parents, subsidiaries, and affiliates, and the current and former owners, officers, directors, employees, managers, agents, representatives, predecessors, successors, and assigns of each (collectively, the "**Released Parties**"), of and from any and all claims, obligations, debts, proceedings, demands, rights to terminate and rescind, liabilities, losses, damages, and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected, at law or in equity (collectively, "**Claims**"), which any of the Releasing Parties ever owned or held, now own or hold, or may in the future own or hold, which are based on actions, omissions, or occurrences occurring on or prior to the Effective Date of this Addendum, including, without limitation, Claims based upon, arising out of, or in any way related to (i) applicable laws, rules and regulations, (ii) the Franchise Agreement and all other agreements between any Releasing Party and any Released Party, (iii) the relationships created by such agreements, or (iv) the sale, development, ownership, purchase or operation of the Restaurant or any other Cicis-branded restaurant. You represent and warrant that no Claims released by the Releasing Parties in this paragraph have been assigned to any third party and that no Releasing Party will sue a Released Party on the Claims released under this paragraph.

If the Restaurant you operate under the Franchise Agreement is located in Maryland or if any of the Releasing Parties is a resident of Maryland, the following shall apply:

> Any general release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

7. Construction; Facsimile Signatures. Except as expressly set forth in this Amendment, all terms and conditions of the Franchise Agreement remain in full force and effect. Initially capitalized terms used but not defined in this Amendment have the meanings assigned to them in the Franchise Agreement. This Amendment may be executed in several counterparts, each of which will serve as an original for all purposes, and all of which will constitute but one and the same Amendment; and will be effective upon execution by us. Facsimile signatures will be considered effective for execution purposes.

FRANCHISEE:	**FRANCHISOR:**
By: _____	By: _____
Date: _____	Date: _____

EXHIBIT E

LIST OF FRANCHISEES

AS OF DECEMBER 31, 2024

LIST OF FRANCHISED CICIS RESTAURANTS AS OF DECEMBER 31, 2024

	COMPANY	CONTACT	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	PHONE
1.	LLC LRIJ #144 LLC	Rob Lesieur	1550 Opelika Rd		Auburn	AL	36830	(334) 821-2600
2.	Mulhern & Co II, LLC	Paul Mulhern, Jr.	6882 U.S. Hwy 90	Suite G-01	Daphne	AL	36526	(251) 621-6820
3.	Marram, LLC	Martin Racke	3702 Ross Clark Cir	Suite #355	Dothan	AL	36303	(334) 673-3500
4.	AJEM Enterprises Inc.	Scott Mills	157 Cox Creek Pkwy S	Ste 220	Florence	AL	35630	(256) 765-2424
5.	FGS Pizza, Inc.	Martin Racke	3061 S. Mckenzie St.	Ste 4	Foley	AL	36535	(251) 970-3242
6.	Netzines 904 Inc	Thomas Muldoon	808 Greensprings Highway	Suite 132	Homewood	AL	35209	(205) 582-8098
7.	TSDM Ventures, Inc.	Scott Mills	4925 University Dr NW		Huntsville	AL	35816	(256) 864-2224
8.	Mulhern & Co II, LLC	Paul Mulhern, Jr.	6750 Airport Blvd		Mobile	AL	36608	(251) 341-0880
9.	Buckshot Enterprises, LLC	Scott Mills	929 Mcfarland Blvd		Northport	AL	35476	(205) 333-3920
10.	TJR Foods, Inc.	Randall Risor	637 E Joyce Blvd	Ste 101	Fayetteville	AR	72703	(479) 582-9292
11.	B & B Bass II, Inc.	Mike Bass	8323 Rogers Ave		Fort Smith	AR	72903	(479) 484-0909
12.	Spa City Pizza, Inc.	Mark Goff	3321 Central Avenue	Ste 58-62	Hot Springs	AR	71913	(501) 321-2400
13.	DBAT Pizza, LLC	Mark Goff	2815 Lakewood Village Dr		N. Little Rock	AR	72116	(501) 753-1182
14.	Costley Rush Enterprises No. 901 Arkansas LLC	Greg Costley	3604 W. Walnut	Ste 500	Rogers	AR	72756	(479) 903-7200
15.	BFE Pizza, LLC	Mark Goff	2507 E Parkway Dr		Russelville	AR	72802	(479) 219-4324
16.	Pizza PALS LP	Clint Kaljian	14000 E Mississippi Ave		Aurora	CO	80012	(303) 597-0080
17.	Pizza Pals of Lakewood, LLC	Clint Kaljian	6759 W Colfax Ave		Lakewood	CO	80214	(720) 779-2424
18.	AVA KYROLES INC.	Samira Astfanous	1991 W Lumsden Rd	Ste D	Brandon	FL	33511	(813) 657-8400
19.	Pie R Round, LLC	Andrew Liu	12109 Cortez Blvd		Brooksville	FL	34613	(352) 596-9544
20.	Penguin Pizza Co LLC	Jessie Jones	1430 Del Prado Blvd S		Cape Coral	FL	33990	(239) 573-7225
21.	Pizza Buffet Clearwater, LLC	Nabeel Ansari	1560 N. Mcmullen Booth Rd		Clearwater	FL	33759	(727) 474-5419
22.	Shivatva LLC	Bhavya Patel	1850 Victor Posner Blvd		Davenport	FL	33837	(863) 424-3800
23.	GTF Pizza, LLC	Gregory Parks	3912 W Hillsboro Blvd	Ste 220	Deerfield Beach	FL	33442	(954) 570-9900
24.	Kevin Adrian, Inc.	Matthew Adrian	3024 Jog Rd		Greenacres	FL	33467	(561) 641-5888
25.	Pizza Buffet 749, LLC	Nabeel Ansari	410 W 49Th St	Ste 108	Hialeah	FL	33012	(305) 822-5151
26.	A-3 Hospitality, LLC	Saravana Elangovan	12777 Atlantic Blvd	Suite 31	Jacksonville	FL	32225	(904) 220-1000
27.	Gulfstream Restaurants Inc.	Rick Crawford	1400 E Vine St		Kissimmee	FL	34744	(407) 870-7711
28.	5033 West 192, LLC	Nabeel Ansari	5035 W Irlo Bronson Memorial Hwy		Kissimmee	FL	34746	(407) 390-9001
29.	GENP Inc.	Andrew Liu	4271 S Florida Ave		Lakeland	FL	33813	(863) 333-4020
30.	BSH Buffet Inc.	Ben Hanna	2448 S Volusia Ave		Orange City	FL	32763	(386) 960-0073
31.	A3 Pizza LLC	Saravana Elangovan	410 Blanding Blvd		Orange Park	FL	32073	(904) 375-1221
32.	C. Holden Enterprises, Inc.	Charles Holden	4538 S Semoran Blvd	Ste G	Orlando	FL	32822	(407) 249-3939
33.	7437 International Drive, LLC	Nabeel Ansari	7437 International Dr		Orlando	FL	32819	(407) 226-9822

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34.	7763 West 192, LLC	Nabeel Ansari	7763 W Irlo Bronson Memorial Hwy		Orlando	FL	34746	(407) 390-6171
35.	PCB Pizza, Inc.	Martin Racke	493 Richard Jackson Boulevard	Suite 523	Panama City	FL	32407	(850) 249-4400
36.	Mulhern & Co., LLC	Paul Mulhern, Jr.	7145 N 9Th Ave	Ste 162	Pensacola	FL	32504	(850) 476-6464
37.	MGF Restaurants, Inc.	Matthew Forschner	3695 S Orlando Dr	Suite 700	Sanford	FL	32773	(407) 330-7676
38.	Darth Bane LLC	Andrew Torres	4743 66Th St N		St. Petersburg	FL	33709	(727) 548-8888
39.	DRV Enterprise, Inc.	Daravanh Oula	5771 E Fowler Ave		Temple Terrace	FL	33617	(813) 914-7788
40.	PA Desai 2 Inc	Brijeshkumar Desai	347 Cypress Gardens Blvd	Ste 500	Winter Haven	FL	33880	(863) 293-9292
41.	Tumblin Company, LLC	Trippy Tumblin	3190 Atlanta Hwy	Ste 22A	Athens	GA	30606	(706) 613-2424
42.	Southern Pizza Co., LLC	Randy Lyons	4025 Wheeler Road		Augusta	GA	30907	(706) 869-0400
43.	Sharks, Food & Fun, LLC	Stephen Turley	240 Cherokee Pl		Cartersville	GA	30121	(770) 387-9797
44.	Pies For You, LLC	Stacy Scherr	1660 Whittlesey Rd	Suite 300	Columbus	GA	31904	(706) 317-3332
45.	CFW Restaurant Consulting LLC	John Mcelroy	1345 W Walnut Ave	Ste.503	Dalton	GA	30720	(706) 278-2424
46.	Resource 360 Decatur, LLC	Scott Edwards	3912 N Druid Hills Rd	Suite R	Decatur	GA	30033	(404) 329-1535
47.	Resource 360 Norcross, LLC	Scott Edwards	6050 Peachtree Pkwy		Norcross	GA	30092	(770) 300-0535
48.	Resource 360 Roswell, LLC	Tim Smith	10516 Alpharetta Hwy		Roswell	GA	30076	(770) 645-1550
49.	LERC #179 LLC	Rob Lesieur	7400 Abercorn St	Suite 801	Savannah	GA	31406	(912) 691-2777
50.	Val Pizza, Inc.	Martin Racke	1717 Norman Dr	Ste 200	Valdosta	GA	31601	(229) 469-7288
51.	NAK Pizza, Inc.	Abdul Andani	618 Illinois Rte 59	Suite 117	Naperville	IL	60540	(630) 357-1202
52.	Crockett Enterprises, Inc.	Brad Crockett	101B N Green River Rd		Evansville	IN	47715	(812) 477-2424
53.	Costley Rush Enterprises No. 559 Mission Kansas LLC	Fred Rush	4990 Roe Blvd.		Roeland Park	KS	66205	(913) 677-9605
54.	Neal, LLC	Neeraj Gupta	2130 SW Wanamaker Rd	Ste 100	Topeka	KS	66614	(785) 273-9300
55.	T&C Ventures, LLC	Troy Altenburg	8320 W Central Ave		Wichita	KS	67212	(316) 773-1782
56.	JMS Enterprises, LLC	Steven Spencer	760 Campbell Ln	Suite G-5	Bowling Green	KY	42104	(270) 843-9299
57.	Squibb Interests Florence, LLC	David Squibb	4989 Houston Rd		Florence	KY	41042	(859) 525-6380
58.	M & M Pizza, L.L.C.	Patrick Mooney	7060 Siegen Ln		Baton Rouge	LA	70809	(225) 291-2424
59.	SBG Pizza South II, LLC	Andrew Levy	4510 Caffery Parkway		Lafayette	LA	70508	(337) 769-3834
60.	Pizza People, Inc.	James English	3533 Ryan St		Lake Charles	LA	70605	(337) 562-2223
61.	M & M Pizza, L.L.C.	Patrick Mooney	6311 Airline Dr.		Metarie	LA	70003	(504) 818-2422
62.	Perfect Pizza, L.L.C.	Robert Garriott	6730 Pines Rd	Ste 101	Shreveport	LA	71129	(318) 687-4500
63.	YOUREE PIZZA, L.L.C.	Robert Garriott	6570 Youree Dr	Ste 107-109	Shreveport	LA	71105	(318) 798-6151
64.	M & M Pizza, L.L.C.	Patrick Mooney	140 Gause Blvd W	Ste 801	Slidell	LA	70460	(985) 639-8100
65.	Unlimited Pizza Inc.	Mandeep Singh	5010 Buckeystown Pike	Ste S	Frederick	MD	21704	(301) 846-9099
66.	Unlimited Pizza Inc.	Mandeep Singh	1580 Wesel Blvd		Hagerstown	MD	21740	(301) 791-0911

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67.	Faller Pizza LLC	Brad Faller	2609 E Broadway		Columbia	MO	65201	(573) 814-1230
68.	Faller Pizza LLC IL	Brad Faller	798 Market St		Farmington	MO	63640	(573) 756-9998
69.	Costley Enterprises No. 884 Joplin, LLC	Greg Costley	1602 South Rangeline Rd		Joplin	MO	64801	(417) 553-4540
70.	Costely Rush Enterprises No. 328 Missouri LLC	Fred Rush	202 N. 291 Hwy		Liberty	MO	64068	(816) 792-2428
71.	Costley Enterprises No. 104 LLC	James Martin	319 E Battlefield St	Suite D	Springfield	MO	65807	(417) 886-9696
72.	Faller Pizza LLC #530	Brad Faller	7425 S Lindbergh Blvd	Ste 900A	St. Louis	MO	63125	(314) 487-2465
73.	BB4L 627 LLC	Robert Lesieur	361 Ridge Way	#300	Flowood	MS	39232	(601) 992-4550
74.	Stonehedge Pizza, LLC	George Glinsky	1055 Goodman Rd E		Southaven	MS	38671	(662) 349-9296
75.	Best Food, Inc.	Prasada Devarasetty	2700 NC-55	Suite 1	Cary	NC	27519	(919) 249-6448
76.	MTB Pizza, LLC	Thomas Hamilton	10900 University City Blvd		Charlotte	NC	28213	(704) 510-5595
77.	NTR Group, LLC	Nicholas Potter	7760 Good Middling Dr		Fayetteville	NC	28304	(910) 864-3040
78.	NCK, Inc.	David Abraham	3379 Battleground Ave		Greensboro	NC	27410	(336) 545-6440
79.	NCK, Inc.	David Abraham	2705 N Main St	Bldg 1/ Unit B	High Point	NC	27265	(336) 885-3333
80.	M.C. Pizza, L.L.C.	Mark Hattrich	1000 Cloverleaf Plz	Ste F	Kannapolis	NC	28083	(704) 795-7400
81.	NTR Group, LLC	Nicholas Potter	3221 Fayetteville Rd		Lumberton	NC	28358	(910) 608-6400
82.	NTR Group, LLC	Nicholas Potter	161 Industrial Park Dr	Unit 6	Smithfield	NC	27577	(919) 938-2424
83.	AASKA Inc	Altaf Nagji	4770 Montgomery Blvd Ne	Suite 107	Albuquerque	NM	87109	(505) 881-2424
84.	Pfeiffer & Squibb Interest Eastgate, LLC	Robert Pfeiffer	792 Eastgate South Drive		Cincinnati	OH	45245	(513) 843-5485
85.	Squibb Interests Fairfield, LLC	David Squibb	5478 Dixie Hwy		Fairfield	OH	45014	(513) 829-1572
86.	Costley Enterprises No. 279, LLC	Greg Costley	2435 W. Kenosha St		Broken Arrow	OK	74011	(918) 449-8908
87.	Costley Enterprises No. 73, LLC	Greg Costley	1708 E. 2nd St		Edmond	OK	73034	(405) 341-1112
88.	Costley Enterprises No. 83, LLC	Greg Costley	2321 S Air Depot Blvd	Ste 101	Midwest City	OK	73110	(405) 741-2424
89.	Costley Rush Enterprises No. 72, LLC	Fred Rush	540 W Main St		Norman	OK	73069	(405) 360-1114
90.	TCV Enterprises, Inc.	Albert Vela	2500 N Meridian Ave		Oklahoma City	OK	73107	(405) 947-8900
91.	Costley Enterprises No. 716, LLC	James Bartlett	7341 S Western Ave	Ste 101	Oklahoma City	OK	73139	(405) 602-1900
92.	Costley Enterprises No. 721, LLC	Greg Costley	9540 N. Garnett Rd.		Owasso	OK	74055	(918) 609-5566
93.	Costley Enterprises No. 63, LLC	Greg Costley	3126 S. Garnett Road	Suite B	Tulsa	OK	74146	(918) 438-4242
94.	Costley Enterprises No. 90, LLC	Greg Costley	8955 S Memorial Dr	Ste H	Tulsa	OK	74133	(918) 254-4775
95.	Costley Enterprises No. 148, LLC	Greg Costley	4949 S Peoria Ave		Tulsa	OK	74105	(918) 744-8338
96.	TCV Enterprises, Inc.	Albert Vela	1044 W. Vandament Ave	Ste D	Yukon	OK	73099	(405) 350-2322
97.	Lancaster CCPizza, LLC	Shree Vovra	2405 Covered Bridge Dr	Suite #114	Lancaster	PA	17602	(717) 945-7695

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98.	Columbia Investors One, LLC	Mitchell Uehling	6120 St. Andrews Rd		Columbia	SC	29212	(803) 750-5900
99.	MBTL, Inc.	Mitchell Uehling	715 Fashion Dr	Ste 147	Columbia	SC	29229	(803) 419-8982
100.	NTR Group, LLC	Nicholas Potter	1945 W Palmetto St		Florence	SC	29501	(843) 413-0600
101.	Seaside Investors GC LLC	Peter Wojnowski	431 Saint James Ave.		Goose Creek	SC	29445	(843)800-8787
102.	Flying Anchovy #210, LLC	Clayton Taylor	583 Haywood Rd		Greenville	SC	29607	(864) 675-9277
103.	NTR Group, LLC	Nicholas Potter	3553 Northgate Dr		Myrtle Beach	SC	29588	(843) 294-2121
104.	Seaside Investors 782, LLC	Peter Wojnowski	4950 Centre Pointe Dr	Suite 100	North Charleston	SC	29418	(843) 747-7227
105.	Shrijee Restaurants Orangeburg	Ritesh Patel	2347 Chestnut Street		Orangeburg	SC	29115	(803) 937-5174
106.	Flying Anchovy, LLC	Clayton Taylor	150 E Blackstock Rd	#100	Spartansburg	SC	29301	(864) 576-2277
107.	Stage Center Pizza, Inc.	George Glinsky	6600 Stage Rd	Ste 107	Bartlett	TN	38134	(901) 387-0999
108.	2C Pie LLC	Aaron Wasik	2260 Gunbarrel Rd	Ste. 124	Chattanooga	TN	37421	(423) 485-0900
109.	SPR Enterprises, LLC	Karl Saldana	1604 Madison St	Ste A	Clarksville	TN	37043	(931) 802-8961
110.	JB Ventures	William Nelson	355 Paul Huff Pkwy NW	Ste N4-N7	Cleveland	TN	37312	(423) 473-9550
111.	We Luv Pizza, LLC	Ben Johnson	541 S Willow Ave	Bldg. 2, Suite 201	Cookville	TN	38501	(931) 528-2424
112.	Club Center Pizza, LLC	George Glinsky	1425 N Germantown Pkwy		Cordova	TN	38016	(901) 752-5554
113.	Pizza Buffet Gatlinburg LLC	Nabeel Ansari	849 River Road	Ste 148	Gatlinburg	TN	37738	(865) 325-6003
114.	JMS Enterprises, LLC	Steven Spencer	4451 Lebanon Pike	Ste. 302-A	Hermitage	TN	37076	(615) 232-0950
115.	2C Pie LLC	Aaron Wasik	5425 Highway 153	Ste 100	Hixson	TN	37343	(423) 876-1000
116.	JMS Enterprises, LLC	Steven Spencer	155 Legends Dr	Unit 107	Lebanon	TN	37087	(615) 444-2221
117.	AYCE Enterprises, Inc.	Steven Spencer	1765 Gallatin Pike N	Ste 117	Madison	TN	37115	(615) 860-4227
118.	Poplar Plaza Pizza, LLC	George Glinsky	3474 Plaza Ave	Ste 140	Memphis	TN	38111	(901) 343-0202
119.	AYCE Enterprises, Inc.	Steven Spencer	5735 Nolensville Pike		Nashville	TN	37211	(615) 833-2350
120.	Pizza Buffet Pigeon Forge, LLC	Nabeel Ansari	3189 Parkway		Pigeon Forge	TN	37863	(865) 366-1616
121.	Pizza Unlimited Sevierville, LLC	Nabeel Ansari	1811 Parkway	Ste 100	Sevierville	TN	37862	(865) 774-6696
122.	T.T. Marlin, Inc.	Tommy Marlin	3366 Turner Plaza		Abilene	TX	79606	(325) 692-1660
123.	Brass Maze Pizza #42, LLC	Robert Lesieur	6605 I-40 West	Ste 1	Amarillo	TX	79106	(806) 359-8000
124.	E.J.R.R.L., Inc.	Robert Garriott Jr.	826 N. Collins St		Arlington	TX	76011	(817) 265-1994
125.	QPP-Mayfield, LLC	Steve Haskins	3415 S. Cooper St	Suite 110	Arlington	TX	76015	(817) 465-6666
126.	Shelton Pizza Company, LLC	Mark Shelton	4400 Little Rd	Suite 135	Arlington	TX	76016	(817) 561-6011
127.	Green Oaks Pizza, LLC	Robert Garriott	2356 SE Green Oaks Blvd		Arlington	TX	76018	(817) 419-6101
128.	JLL Restaurants, LLC	Chad Goodwin	9717 N Lamar Blvd	Ste B	Austin	TX	78753	(512) 873-8800
129.	OWPP, LLC	John Gatens	5365 N. IH 35		Austin	TX	78741	(512) 453-4488
130.	Smitty Management LLC	Gregory Smith	1901 W William Cannon Dr	Ste 107	Austin	TX	78745	(512) 462-3100
131.	SBG Pizza South I, LLC	Andrew Levy	4508 Garth Rd		Baytown	TX	77521	(281) 420-0181
132.	S.E. Tx Pizza, Ltd.	James Wilcox	5882 Eastex Fwy		Beaumont	TX	77708	(409) 892-6866

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133.	STM Restaurants, LLC	Steve Mullins	2101 Harwood Rd	Suite 115	Bedford	TX	76021	(817) 545-7575
134.	SBG Pizza South I, LLC	Andrew Levy	4365 N. Expy 77	Unit 192	Brownsville	TX	78520	(956) 350-5100
135.	NOTHING-COMES-EASY, LLC	Rick Villarreal	2003 S. Texas Ave	Suite 123	Bryan	TX	77801	(979) 775-2424
136.	Burleson 49 Pizza, LLC	Robert Garriott	105 Ne Wilshire Blvd		Burleson	TX	76028	(817) 447-2979
137.	Beltline Aldente, LLC	Jesse Davis	2661 Midway Rd	Suite 114	Carrollton	TX	75287	(972) 662-3454
138.	Al Dente Enterprise, LLC	Jesse Davis	140 W Fm 1382	Ste 140	Cedar Hill	TX	75104	(972) 291-7888
139.	QPP-Cleburne, LP	Steve Haskins	130 W. Henderson St	Suite E	Cleburne	TX	76033	(817) 641-2424
140.	FIRST-IN-LINE, INC.	Rick Villarreal	1905 Texas Avenue S.		College Station	TX	77840	(979) 694-2424
141.	SBG Pizza South I, LLC	Andrew Levy	1134 W Dallas St		Conroe	TX	77301	(936) 756-2522
142.	Store No. 120 Corpus Christi Texas LLC	Greg Costley	1502 Airline Rd		Corpus Christi	TX	78412	(361) 855-8008
143.	Store No. 336 Corpus Christi Texas LLC	Greg Costley	4101 IH 69 Access Road		Corpus Christi	TX	78410	(361) 241-2354
144.	DePugh 7th Avenue Enterprises, Inc.	Paul Depugh	3731 W. Hwy 31		Corsicana	TX	75110	(903) 874-0011
145.	F & J Ventures, Inc.	Frank Rogers	6300 Samuell Blvd	Ste 101	Dallas	TX	75228	(214) 388-2334
146.	F & J Ventures, Inc.	Frank Rogers	2441 Gus Thomasson Rd		Dallas	TX	75228	(214) 320-2424
147.	VIRATX Enterprises, Ltd.	Vijay Rastogi	655 W Illinois Ave Bldg 200	B-102 & B-104	Dallas	TX	75224	(214) 943-7700
148.	F & J Ventures, Inc.	Frank Rogers	1515 S Buckner Blvd		Dallas	TX	75217	(214) 391-4242
149.	Hanu Enterprises, Ltd.	Vijay Rastogi	4800 Columbia Ave	Ste 102	Dallas	TX	75226	(214) 370-3404
150.	F & J Ventures, Inc.	Frank Rogers	4398 Dallas Fort Worth Tpke		Dallas	TX	75211	(214) 337-6624
151.	F & J Ventures, Inc.	Frank Rogers	6186 Retail Rd		Dallas	TX	75231	(214) 691-2424
152.	Red River Pizza Management, Inc	Robert Garriott	1100 S FM 51		Decatur	TX	76234	(940) 627-0712
153.	E.G. Enterprises, Inc.	Robert Garriott	2219 S Loop 288	#105	Denton	TX	76205	(940) 891-0861
154.	EP Mesa60 LLC	John Lievens	7500 N Mesa St	Ste 222	El Paso	TX	79912	(915) 307-2170
155.	EP Montwood96 LLC	John Lievens	1700 N Zaragoza Rd		El Paso	TX	79936	(915) 222-8272
156.	EP Zaragosa141 LLC	John Lievens	615 N Zaragoza Rd		El Paso	TX	79907	(915) 257-1119
157.	EP Viscount356 LLC	John Lievens	8855 Viscount Blvd		El Paso	TX	79925	(915) 307-2130
158.	EP Transmountain464 LLC	John Lievens	4654 Woodrow Bean Transmountain Rd		El Paso	TX	79924	(915) 231-6027
159.	Clifford Pizza, LLC	Robert Garriott, Jr.	9324 Clifford St	Suite 130	Fort Worth	TX	76108	(817) 246-6888
160.	Forest 48 Pizza, LLC	Robert Garriott	6619 Forest Hill Dr	Ste 70	Fort Worth	TX	76140	(817) 483-3950
161.	Camp Bowie Pizza, LLC	Robert Garriott Jr.	6550 Camp Bowie Blvd	Suite 230	Fort Worth	TX	76116	(817) 377-0900
162.	GSG PIZZA, LLC	Robert Garriott, Jr.	950 N Beach St		Fort Worth	TX	76111	(817) 759-0033
163.	Hetsel Holdings, LLC	Philip Hetsel	2724 8Th Ave		Fort Worth	TX	76110	(817) 926-7401
164.	F & J Ventures, Inc.	Frank Rogers	1408 Eastchase Pkwy		Fort Worth	TX	76120	(817) 860-2424
165.	Tarrant 886 Pizza, LLC	Robert Garriott	5701 N. Tarrant Pkwy	Suite C	Fort Worth	TX	76244	(817) 337-2600
166.	Hulen 890 Pizza, LLC	Robert Garriott	5503 S. Hulen St		Fort Worth	TX	76132	(682) 707-5204
167.	GGG PIZZA, LLC	Robert Garriott, Jr.	920 E Highway 82		Gainesville	TX	76240	(940) 665-5565
168.	F & J Ventures, Inc.	Frank Rogers	1037 Northwest Hwy		Garland	TX	75041	(972) 613-8080
169.	QPP - Garland, LLC	Steve Haskins	2936 Lavon Dr	Suite 300	Garland	TX	75040	(972) 495-2424

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170.	Grand 17 Pizza, LLC	Robert Garriott	726 W Pioneer Pkwy		Grand Prairie	TX	75051	(972) 642-7774
171.	F & J Ventures, Inc.	Frank Rogers	6506 Wesley St		Greenville	TX	75402	(903) 454-2166
172.	Donahoe Pizza Enterprises, L.L.C.	Jason Donahoe	1018 W Main St	Suite 136-140	Gun Barrel City	TX	75156	(903) 887-2828
173.	SBG Pizza South I, LLC	Andrew Levy	2025 W Lincoln St		Harlingen	TX	78552	(956) 425-4097
174.	SBG Pizza South I, LLC	Andrew Levy	6182 Highway 6 N		Houston	TX	77084	(281) 856-0299
175.	SBG Pizza South I, LLC	Andrew Levy	11227 Fuqua St		Houston	TX	77089	(713) 947-2646
176.	JCATZ Pizza Company I, LLC	John Zorn	4515 Fm 1960 Rd W	Unit A-16/A-17	Houston	TX	77069	(281) 587-0299
177.	SBG Pizza South I, LLC	Andrew Levy	5901 Bellaire Blvd	Stes 5 / 6	Houston	TX	77081	(713) 667-9700
178.	SBG Pizza South I, LLC	Andrew Levy	4400 North Fwy		Houston	TX	77022	(713) 691-2444
179.	SBG Pizza South I, LLC	Andrew Levy	750 Gulfgate Center Mall	Ste A	Houston	TX	77087	(713) 923-7707
180.	SBG Pizza South I, LLC	Andrew Levy	7441 W. Tidwell	Ste 4B	Houston	TX	77040	(713) 690-2229
181.	SBG Pizza South I, LLC	Andrew Levy	11803 Wilcrest Dr		Houston	TX	77031	(281) 498-2525
182.	SBG Pizza South I, LLC	Andrew Levy	111 Fm 1960 Rd W		Houston	TX	77090	(281) 397-8577
183.	AURR LLC	Amer Rehman	8000 S Gessner Rd		Houston	TX	77036	(713) 771-1174
184.	SBG Pizza South I, LLC	Andrew Levy	10086 Long Point Rd.	Ste A	Houston	TX	77055	(713) 463-8266
185.	SBG Pizza South I, LLC	Andrew Levy	19705 Highway 59 N	Suite #30	Humble	TX	77338	(281) 446-4442
186.	P&M Restaurants, LLC	Steve Mullins	6120 Precinct Line Road		Hurst	TX	76054	(817) 427-0123
187.	Davis Al Dente, Inc.	Jesse Davis	3435 N Belt Line Rd	Suite 114	Irving	TX	75062	(972) 570-4226
188.	Donahoe Pizza Enterprises, L.L.C.	Jason Donahoe	2304 W. Shady Grove	Ste A	Irving	TX	75060	(972) 313-7726
189.	SBG Pizza South I, LLC	Andrew Levy	316 S. Mason Rd		Katy	TX	77450	(281) 492-2227
190.	Lewrab, Inc.	Patrick Armetta	3154 N Fry Rd		Katy	TX	77449	(281) 579-1223
191.	KBC Ventures, L.P.	Kevin Cooper	1251 Pin Oak Rd		Katy	TX	77494	(281) 693-7992
192.	JLL Restaurants, LLC	Chad Goodwin	832 S Fort Hood St		Killeen	TX	76541	(254) 432-4030
193.	JLL Restaurants, LLC	Chad Goodwin	5695 Kyle Pkwy	Suite E	Kyle	TX	78640	(512) 268-1919
194.	Mansfield Pizza, LLC	Robert Garriott, Jr.	6342 Lake Worth Blvd		Lake Worth	TX	76135	(817) 238-8878
195.	3RK Enterprises, LLC	Russell Roland	3250 W Pleasant Run Rd	Ste 130	Lancaster	TX	75146	(972) 274-0555
196.	Borderline, Inc.	Shane Marlin	5504 San Bernardo Avenue		Laredo	TX	78041	(956) 712-8646
197.	League City Pizza, LLC	Shane Bilbrey	2980 Gulf Fwy S	Suite B	League City	TX	77573	(281) 337-2424
198.	TDGMP, Inc.	William Beveridge	724 W. Main St	Suite 400	Lewisville	TX	75067	(972) 221-5187
199.	J & S Pizza Inc.	Samina Ali	2700 East Eldorado Pkwy		Little Elm	TX	75068	(469) 362-4449
200.	WR Ventures Longview, Inc.	Christopher Westbrook	2503 Judson Rd		Longview	TX	75605	(903) 236-6804
201.	Brass Maze Pizza #51, LLC	Robert Lesieur	5102 60Th St	Ste E	Lubbock	TX	79414	(806) 788-1010
202.	SBG Pizza South I, LLC	Andrew Levy	3053 S John Redditt Dr		Lufkin	TX	75904	(936) 634-2424
203.	Haskins Enterprises, Inc.	Steve Haskins	960 N. Walnut Creek Drive	Ste 1	Mansfield	TX	76063	(817) 473-8880
204.	Slinging Dough, LLC	Bret Paschall	900 E End Blvd N		Marshall	TX	75670	(903) 935-7788
205.	SBG Pizza South 1, LLC	Andrew Levy	601 Trenton Rd	Suite E	McAllen	TX	78504	(956) 664-2299
206.	Mesquite CiCi's #4 LLC	Greg Costley	1200 E. Davis St	Suite 122	Mesquite	TX	75149	(972) 216-0099

	COMPANY	CONTACT	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	PHONE
207.	Cheridan LLC	John Lievens	2106 Rankin Hwy	Ste 120	Midland	TX	79701	(432) 685-3020
208.	Mt. Pleasant Pizza, Inc.	Jeffrey Wagner	666 S Jefferson Ave	Suite 17A	Mt Pleasant	TX	75455	(903) 572-1414
209.	Dough Slinger, LLC	Jeremy Brown	3801 North St	Ste. 19	Nacogdoches	TX	75965	(936) 560-3000
210.	Wingood, Inc.	Troy Goodwin	121 Ih-35	Ste 300-A	New Braunfels	TX	78130	(830) 629-2424
211.	CORBCAS, LLC	John Lievens	1435 E 8Th St	Suite 400	Odessa	TX	79761	(432) 332-3010
212.	Barwel, Inc.	Patrick Armetta	3421 Spencer Hwy	Suite A	Pasadena	TX	77504	(713) 941-3333
213.	SBG Pizza South I, LLC	Andrew Levy	7438 Spencer Hwy		Pasadena	TX	77505	(281) 930-8400
214.	SBG Pizza South I, LLC	Andrew Levy	1635 Broadway St		Pearland	TX	77581	(281) 482-0784
215.	AMAC Industries LLC	Allen McFarland III	832 W Spring Creek Pkwy	Ste 500	Plano	TX	75023	(972) 509-5522
216.	SBG Pizza South I, LLC	Andrew Levy	23741 Highway 59	Ste 14	Porter	TX	77365	(281) 354-3901
217.	F & J Ventures, Inc.	Frank Rogers	479 E. Ih 30		Rockwall	TX	75087	(972) 771-4400
218.	Wingood, Inc.	Troy Goodwin	1601 S I H 35	Ste 350	Round Rock	TX	78664	(512) 388-7844
219.	F & J Ventures, Inc.	Frank Rogers	3514 Lakeview Pkwy		Rowlett	TX	75088	(972) 463-4444
220.	Saginaw Pizza, LLC	Robert Garriott	1453 N Saginaw Blvd		Saginaw	TX	76179	(817) 232-0909
221.	Untouchables, Inc	Tommy Marlin	4415 Sunset Dr	Ste G	San Angelo	TX	76901	(325) 947-8040
222.	Fifty-Four, Inc.	Shane Marlin	7084 Bandera Rd		San Antonio	TX	78238	(210) 520-0299
223.	Smitty Capital Investments LLC	Gregory Smith	6900 San Pedro Ave		San Antonio	TX	78216	210-858-3075
224.	BCM Group, Inc.	Shane Marlin	6511 W Loop 1604 N	Ste 19	San Antonio	TX	78254	(210) 688-2370
225.	Dezavala Pizza, Inc.	Shane Marlin	12822 IH 10 West		San Antonio	TX	78249	(210) 558-1006
226.	South Park Pizza, Inc.	Shane Marlin	2335 SW Military Dr	Suite 101	San Antonio	TX	78224	(210) 932-9189
227.	3RK Enterprises, LLC	Russell Roland	1900 N Grand Ave	Suite 106	Sherman	TX	75090	(903) 870-0222
228.	SBG Pizza South I, LLC	Andrew Levy	315 Sawdust Rd		Spring	TX	77380	(281) 292-2424
229.	CCE Enterprises, LLC	Milo Choate, III	2900 W Washington St	Suite 100	Stephenville	TX	76401	(254) 968-3600
230.	SMHW Enterprises, LLC	Sara Ward	1617 Azalea Dr		Temple	TX	76502	(254) 771-2417
231.	GBrown DoughMaker, Inc.	William Brown	1896 W Moore Ave		Terrell	TX	75160	(972) 551-2222
232.	SBG Pizza South I, LLC	Andrew Levy	2535 Richmond Rd		Texarkana	TX	75503	(430) 200-4281
233.	Hetsel Restaurant Group, LLC	Philip Hetsel	3805 Main St		The Colony	TX	75056	(214) 407-7295
234.	Dough Slinger, LLC	Jeremy Brown	1938 E. Southeast Loop 323		Tyler	TX	75701	(903) 533-9494
235.	B&R Dough Makers, Inc.	Bret Paschall	211 N Northwest Loop 323	Unit 36	Tyler	TX	75702	(903) 526-9494
236.	Smitty Investments, LLC	Gregory Smith	1609 N Valley Mills Dr		Waco	TX	76710	(254) 300-4030
237.	Costley Rush Enterprises No. 67 Texas, LLC	Fred Rush	1440 N Highway 77	Ste 7	Waxahachie	TX	75165	(972) 937-1222
238.	MCKM Ventures, LLC	Milo Choate, III	325 Adams Dr		Weatherford	TX	76086	(817) 341-8300
239.	SBG Pizza South I, LLC	Andrew Levy	1901 W Expressway 83	Ste 700	Weslaco	TX	78596	(956) 447-2266
240.	Wichita Pizza, LLC	Robert Garriott, Jr.	2710 Southwest Pkwy		Wichita Falls	TX	76308	(940) 691-6060

	COMPANY	CONTACT	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	PHONE
241.	Venture C Inc.	Harkirat Singh	1072 Temple Ave	Ste 140	Colonial Heights	VA	23834	(804) 524-0770
242.	The Ashe Group, LLC	Arthur Ashe	2035 E Market St		Harrisonburg	VA	22801	(540) 432-9099
243.	Jackson's Pizza Co. LLC	Eric Johnson	7516 W Broad St		Henrico	VA	23294	(804) 755-7555
244.	RVPP, LLC	Troy Gates	11549 Busy St	Suite 2200	Richmond	VA	23236	(804) 379-2424
245.	The Ashe Group, LLC	Arthur Ashe	2059 S Pleasant Valley Rd	Ste 115	Winchester	VA	22601	(540) 535-0002

LIST OF FRANCHISED CICIS TO GO RESTAURANTS AS OF DECEMBER 31, 2024

	COMPANY	CONTACT	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	PHONE
1.	Grate Enterprises No. 7013, LLC	Perry Grate	2630 SW 29Th St		Oklahoma City	OK	73119	405-604-0123
2.	Arlington 7011 Pizza, LLC	Robert Garriott Sr	2596 E Arkansas Ln	Ste 148	Arlington	TX	76014	817-548-8899
3.	P&L DePugh Enterprises Inc.	Paul Depugh	604 W 7Th Ave.		Corsicana	TX	75110	903-874-0022
4.	Westmoreland #7012, LLC	Vijay Rastogi	3420 W Illinois Ave	Ste 500	Dallas	TX	75211	214-467-3800
5.	Donahoe Pizza Enterprises, L.L.C.	Jason Donahoe	100 W Broad St	Suite 110	Forney	TX	75126	972-552-2979
6.	QPP-Joshua, LLC	Christopher Robinett	443-B S. Broadway		Joshua	TX	76058	817-774-3400

LIST OF FRANCHISE AGREEMENTS FOR CICIS RESTAURANTS SIGNED BUT NOT YET OPEN AS OF DECEMBER 31, 2024

	Company	Contact	Address 1	Address 2	City	State	Zip	Phone
1.	Manas Corporation	Kuldipsinh Delada	100 Bent Oak Circle		Thomasville	GA	31757	229-702-6414
2.	Corevision Foods Calhoun LLC	Brijesh (Brian) Patel	1503 Redbud Road NE		Calhoun	GA	30701	(770) 771-4685
3.	F & J Ventures, Inc.	Frank and Judy Rogers	2272 Lafayette Landing		Heath	TX	75032	(214) 537-9594
4.	HHM Kaufman, Inc.	Steve Hall	7061 Rolling Heights Cr		Kaufman	TX	85142	(281) 235-9827

LIST OF FRANCHISE AGREEMENTS FOR CICIS TO GO RESTAUARANTS SIGNED BUT NOT YET OPEN AS OF DECEMBER 31, 2024

[NONE]

EXHIBIT F

LIST OF FRANCHISEES WHO LEFT THE SYSTEM AS OF DECEMBER 31, 2024 OR DID NOT COMMUNICATE WITH US IN 10 WEEKS PRIOR TO ISSUANCE OF THIS DISCLOSURE DOCUMENT

LIST OF CICIS RESTAURANT FRANCHISEES WHO LEFT THE SYSTEM IN THE LAST FISCAL YEAR ENDING DECEMBER 31, 2024 OR DID NOT COMMUNICATE WITH US IN 10 WEEKS PRIOR TO ISSUANCE OF THIS DISCLOSURE DOCUMENT

	Company	Contact	Address 1	Address 2	City	State	Zip	Phone	Reason
1.	HIG Restaurant 144, LLC	George Hayman	1550 Opelika Rd		Auburn	AL	36830	(334) 821-2600	Transfer
2.	W.M.W. Buffett LLC	Wesley Fernandez	1850 Victor Posner Blvd		Davenport	FL	33837	(863) 424-3800	Transfer
3.	Pizza Life, Inc	Philip Santucci	2650 Immokalee Rd	Bldg 300 Unit 2	Naples	FL	34110	(239) 597-0306	Terminated
4.	2 Pie R, LLC	Andrew Liu	347 Cypress Gardens Blvd	Ste 500	Winter Haven	FL	33880	(863) 293-9292	Transfer
5.	Pies For You, LLC	Stacy Scherr	1931 Auburn Ave	Suite 100	Columbus	GA	31906	(706) 569-9096	Ceased Operations
6.	P & M Holdings, Inc.	George Hayman	7400 Abercorn St	Suite 801	Savannah	GA	31406	(912) 691-2777	Transfer
7.	Netzines, Inc.	Thomas Muldoon	3652 S East St		Indianapolis	IN	46227	(317) 786-8799	Terminated
8.	Matison Bixby, Inc.	Matison Bixby	1420 Macarthur Dr	Ste A	Alexandria	LA	71301	(318) 442-6969	Ceased Operations
9.	Mountain Top Foods, LLC	Tunde Bankole	5100 N. 27Th Street		Lincoln	NE	68521	(402) 476-8888	Non-renewal
10.	We Luv Pizza III, LLC	Ben Johnson	8414 Kingston Pike		W Knoxville	TN	37919	(865) 200-8361	Ceased Operations
11.	E.J.R.R.L., Inc.	Robert Garriott	826 N. Collins St		Arlington	TX	76011	(817) 265-1994	Transfer
12.	F & J Ventures, Inc.	Frank Rogers	8694 Skillman St		Dallas	TX	75243	(214) 343-8077	Terminated
13.	Camp Bowie Pizza, LLC	Robert Garriott	6550 Camp Bowie Blvd	Suite 230	Fort Worth	TX	76116	(817) 377-0900	Transfer
14.	Mesquite CiCi's #4 LLC	Greg Costley	1200 E. Davis St	Suite 122	Mesquite	TX	75149	(972) 216-0099	Transfer
15.	JCATZ Pizza Company II, LLC	John Zorn	22513 Tomball Parkway		Houston	TX	77070	(281) 257-1650	Ceased Operations
16.	RVPP, LLC	Brett Scott	1072 Temple Ave	Ste 140	Colonial Heights	VA	23834	(804) 524-0770	Transfer
17.	RVPP, LLC	Troy Gates	7516 W Broad St		Henrico	VA	23294	(804) 755-7555	Transfer
18.	Texen Investors Lynchburg, LLC	Raymond Westerhold	3700 Candlers Mountain Rd	Ste 155	Lynchburg	VA	24502	(434) 845-5339	Reacquired by Franchisor
19.	Texen Investors Roanoke Two, LLC	Raymond Westerhold	1413 Towne Square Blvd NW		Roanoke	VA	24012	(540) 563-8181	Terminated

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

LIST OF CICIS TO GO RESTAURANT FRANCHISEES WHO LEFT THE SYSTEM IN THE LAST FISCAL YEAR ENDING AS OF DECEMBER 31, 2024 OR DID NOT COMMUNICATE WITH US IN 10 WEEKS PRIOR TO ISSUANCE OF THIS DISCLOSURE DOCUMENT

None.

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

EXHIBIT G

FINANCIAL STATEMENTS

On Smile LLC and Combined Affiliate

Combined Financial Report
December 31, 2024

Contents

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Independent Auditor's Report

Member
On Smile LLC and Combined Affiliate

Opinion

We have audited the combined financial statements of On Smile LLC and combined affiliate (collectively, the Company), which comprise the combined balance sheets as of December 31, 2024 and 2023, the related combined statements of income, changes in members' capital and cash flows for the years then ended, and the related notes to the combined financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

RSM US LLP is the U.S. member firm of RSM International, a global network of independent assurance, tax, and consulting firms.
Visit rsmus.com/aboutus for more information regarding RSM US LLP and RSM International.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control-related matters that we identified during the audit.

RSM US LLP

Dallas, Texas
April 25, 2025

On Smile LLC and Combined Affiliate

Combined Balance Sheets
December 31, 2024 and 2023

	2024	2023
Assets		
Current assets:		
Cash and cash equivalents	**$ 1,854,735**	$ 2,931,372
Cash and cash equivalents—marketing fund, restricted	**434,199**	771,794
Accounts receivable, net:		
Trade receivables	**290,921**	325,874
Marketing fund, restricted	**2,395,119**	2,537,488
Related party receivable	**695,717**	79,530
Prepaid expenses and other current assets	**859,866**	228,561
Total current assets	**6,530,557**	6,874,619
Other receivables	**12,638**	58,761
Website, net	**150,333**	194,333
Intangible assets, net	**98,719**	109,488
Goodwill, net	**14,678**	17,058
Total noncurrent assets	**276,368**	379,640
Total assets	**$ 6,806,925**	$ 7,254,259
Liabilities and Members' Capital		
Current liabilities:		
Accounts payable	**$ -**	$ 413,045
Accounts payable—marketing fund, restricted	**275,741**	206,861
Current portion of deferred franchise fees	**85,717**	73,092
Accrued expenses and other current liabilities	**1,262,223**	1,377,451
Related party payable	**-**	596,796
Marketing fund liabilities, restricted	**1,513,594**	1,937,309
Total current liabilities	**3,137,275**	4,604,554
Deferred franchise fees, less current portion	**627,681**	540,862
Deferred initial beverage fund	**618,745**	1,006,131
Total liabilities	**4,383,701**	6,151,547
Commitments and contingencies (Note 5)		
Members' capital	**2,423,224**	1,102,712
Total liabilities and members' capital	**$ 6,806,925**	$ 7,254,259

See notes to combined financial statements.

On Smile LLC and Combined Affiliate

Combined Statements of Income
Years Ended December 31, 2024 and 2023

	2024	2023
Revenue:		
Marketing fees	**$ 17,505,781**	$ 17,219,322
Franchise royalties and technology fees	**14,276,030**	14,105,892
Technology and support fees	**260,000**	93,700
Franchise fees	**72,368**	57,395
Incentive income from vendors	**680,337**	758,680
Marketing income from vendors	**9,752,184**	9,123,662
Total revenues	**42,546,700**	41,358,651
Expenses:		
Marketing general and administrative costs	**26,147,519**	25,000,069
Other general and administrative	**12,354,939**	10,509,727
Total expenses	**38,502,458**	35,509,796
Other income, net	**165,837**	10,850
Net income	**$ 4,210,079**	$ 5,859,705

See notes to combined financial statements.

On Smile LLC and Combined Affiliate

Combined Statements of Changes in Members' Capital
Years Ended December 31, 2024 and 2023

Balance, December 31, 2022	$ 3,543,007
Distributions	(8,300,000)
Net income	5,859,705
Balance, December 31, 2023	1,102,712
Distributions	(2,889,567)
Net income	4,210,079
Balance, December 31, 2024	**$ 2,423,224**

See notes to combined financial statements.

On Smile LLC and Combined Affiliate

Combined Statements of Cash Flows
Years Ended December 31, 2024 and 2023

	2024	2023
Cash flows from operating activities:		
Net income	**$ 4,210,079**	$ 5,859,705
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization	**57,149**	38,816
Allowance for credit losses	**30,166**	-
Changes in operating assets and liabilities:		
Trade receivables	**4,787**	(139,264)
Marketing fund, restricted	**142,369**	(981,151)
Related party receivable	**(616,187)**	753,587
Prepaid expenses and other current assets	**(631,305)**	41,682
Other receivables	**46,123**	(2,952)
Accounts payable	**(413,045)**	305,641
Accounts payable—marketing fund, restricted	**68,880**	182,889
Accrued expenses and other current liabilities	**(115,228)**	(754,380)
Deferred franchise fees	**99,444**	233,291
Related party payable	**(596,796)**	427,267
Marketing fund liabilities, restricted	**(423,715)**	1,407,044
Deferred initial beverage fund	**(387,386)**	(789,083)
Net cash provided by operating activities	**1,475,335**	6,583,092
Cash flows from investing activities:		
Website	**-**	(120,000)
Net cash used in investing activities	**-**	(120,000)
Cash flows from financing activities:		
Distributions to members	**(2,889,567)**	(8,300,000)
Net cash used in financing activities	**(2,889,567)**	(8,300,000)
Net decrease in cash, cash equivalents and restricted cash	**(1,414,232)**	(1,836,908)
Cash, cash equivalents and restricted cash:		
Beginning	**3,703,166**	5,540,074
Ending	**$ 2,288,934**	$ 3,703,166

See notes to combined financial statements.

Note 1. Organization and Summary of Significant Accounting Policies

Description of business: On Smile LLC (On Smile) is a Delaware limited liability company. On Smile engages in the business of selling and servicing franchises for the CiCi's Pizza concept. CiCi Services Company, LLC (CiCi Services) operates the gift card program for the CiCi's Pizza concept. On Smile LLC and CiCi Services Company, LLC are collectively referred to as the Company.

On Smile is wholly owned by CiCi Acquisition Company, LLC, which is wholly owned by CiCi Enterprises, LP. CiCi Services is wholly owned by CiCi Enterprises, LP.

Principles of combination: The accompanying combined financial statements include the accounts of the On Smile LLC and CiCi Services Company, LLC. All intercompany balances and transactions have been eliminated in combination.

Basis of presentation: The Company's combined financial statements are prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Use of estimates: The preparation of combined financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the combined financial statements, and the reported amounts of revenue and expenses during the reporting periods. These estimates are reviewed periodically and, as adjustments become necessary, they are reported in income in the period in which they become known. Actual results could differ significantly from those estimates.

Cash, cash equivalents and restricted cash: For purposes of reporting cash flows, cash, cash equivalents and restricted cash include highly liquid debt instruments purchased with an original maturity of three months or less. Cash balances exceeded federally insured limits at December 31, 2024 and 2023, and at various times throughout the year. The Company believes it is not exposed to any significant credit risk.

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

	2024	2023
Cash and cash equivalents	$ 1,854,735	$ 2,931,372
Cash and cash equivalents—marketing fund, restricted	434,199	771,794
	$ 2,288,934	$ 3,703,166

Accounts receivable: Accounts receivable consist primarily of accrued royalty fees and marketing contribution receivables, generally collected weekly in arrears, and vendor rebates. Unpaid accounts receivable with invoice dates over 30 days are non-interest bearing. All accounts receivable are entered into on an unsecured basis. Accounts receivable, trade receivables at December 31, 2022 were $186,610. Accounts receivable, marketing fund, restricted at December 31, 2022 were $1,556,337.

Note 1. Organization and Summary of Significant Accounting Policies (Continued)

The Company adopted Accounting Standards Codification (ASC) 326, Financial Instruments—Credit Losses (ASC 326), as of January 1, 2023, with the cumulative-effect transition method with the required prospective approach. The measurement of expected credit losses under the current expected credit loss (CECL) methodology is applicable to financial assets measured at amortized cost, which include accounts receivable. An allowance for credit losses under the CECL methodology is determined using the loss-rate approach and measured on a collective (pool) basis when similar risk characteristics exist. Where financial instruments do not share risk characteristics, they are evaluated on an individual basis. The adoption of ASC 326 had no material impact on the Company's combined financial statements.

Consistent with ASC 326, the Company offsets accounts receivable with an allowance for credit losses. The allowance for credit losses is the Company's best estimate of the amount of probable credit losses in the Company's existing accounts receivable and is based on historical loss patterns, the number of days that billings are past due, and an evaluation of the potential risk of loss associated with specific accounts. Account balances are charged against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. Recoveries of accounts receivable previously written off are recorded when received. As of December 31, 2024 and 2023, the Company recorded an allowance for credit losses of $30,166 and $0, respectively.

Goodwill and intangible assets: The Company has elected the accounting alternative provided in Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2014-02, *Intangibles—Goodwill and Other (Topic 350): Accounting for Goodwill*, which allows a private company to elect an accounting alternative for the subsequent measurement of goodwill. The ASU allows goodwill to be amortized on a straight-line basis over the estimated useful life with a maximum life of 10 years. Pursuant to this accounting alternative, the Company tests for goodwill impairment upon the occurrence of an event or circumstance that may indicate the fair value of the Company is less than its carrying amount and has elected to perform this test at the Company level. If events or circumstances are present that may indicate the fair value of the Company is less than its carrying value, the estimated fair value of the Company is compared to its carrying amount and an impairment loss is recognized for the excess of the carrying amount over the fair value (if any), not to exceed the carrying amount of goodwill. No indicators of impairment were identified during the years ended December 31, 2024 and 2023.

Goodwill and intangible assets as of December 31, 2024 and 2023, were as follows:

	2024	2023
Goodwill	$ 23,802	$ 23,802
Accumulated amortization	(9,124)	(6,744)
Goodwill, net	$ 14,678	$ 17,058
Franchise agreements	$ 140,000	$ 140,000
Accumulated amortization	(41,281)	(30,512)
Franchise agreements, net	$ 98,719	$ 109,488

During the years ended December 31, 2024 and 2023, amortization expense associated with goodwill totaled $2,380 for each year, and is presented with other general and administrative expenses on the combined statements of income.

During the years ended December 31, 2024 and 2023, amortization expense associated with franchise agreements totaled $10,769 for each year, and is presented with other general and administrative expenses on the combined statements of income.

Note 1. Organization and Summary of Significant Accounting Policies (Continued)

Estimated amortization expense, based on the current carrying value of goodwill for each of the fiscal years 2025 through 2029 is $2,380.

Estimated amortization expense, based on the current carrying value of franchise agreements for each of the fiscal years 2025 through 2029 is $10,769.

Website: The Company has developed a website for the restaurant operations. The website is operational, and therefore costs incurred during the operating stage are expensed as incurred. Website asset as of December 31, 2024 and 2023, is as follows:

	2024	2023
Website	$ 220,000	$ 220,000
Accumulated amortization	(69,667)	(25,667)
Website, net	$ 150,333	$ 194,333

During the years ended December 31, 2024 and 2023, amortization expense associated with the website totaled $44,000 and $25,667, respectively, and is presented with marketing general and administrative costs on the combined statements of income.

Estimated amortization expense, based on the current carrying value of the website for each of the fiscal years 2025 through 2027 is $44,000 and for fiscal year 2028 is $18,333.

Asset impairment assessments: The Company periodically evaluates the carrying value of long-lived assets to be held and used at the asset group level including, but not limited to, capital assets and intangible assets, when events and circumstances warrant such a review. The carrying value of a long-lived asset is considered impaired when the anticipated undiscounted cash flow from such asset is less than its carrying value. In that event, a loss would be recognized based on the amount by which the carrying value exceeds the fair value of the long-lived asset. Fair value would be determined primarily using the anticipated cash flows discounted at a rate commensurate with the risk involved. Losses on long-lived assets to be disposed of are determined in a similar manner, except that fair values are reduced for the cost to dispose. There were no such impairment losses recognized for the years ended December 31, 2024 and 2023.

Revenue recognition: The Company accounts for revenue in accordance with ASC Topic 606, Revenue from Contracts with Customers, which provides a five-step model for recognizing revenue from contracts with customers as follows:

- Identify the contract with a customer
- Identify the performance obligations in the contract
- Determine the transaction price
- Allocate the transaction price to the performance obligations in the contract
- Recognize revenue when or as performance obligations are satisfied

Note 1. Organization and Summary of Significant Accounting Policies (Continued)

The Company's revenue consists of franchise revenue, which includes franchise royalties, technology and support fees, advertising fund contributions, initial and renewal franchise fees, and upfront fees from development agreements and territory agreements. The Company's products and services are marketed and sold primarily to customers in the United States. The results of operations are substantially affected by economic conditions, which can vary significantly by market and can be impacted by consumer disposable income levels and spending habits.

Nature of products and services:

Franchise agreements: The franchise agreements include: (a) the right to use the symbolic intellectual property over the term of each franchise agreement, (b) pre-opening services, such as training, and (c) ongoing services, such as management of the advertising fund contributions, development of training materials and menu items and restaurant monitoring. These promises are highly dependent upon and interrelated with the franchise right granted in the franchise agreement, so they are not considered to be individually distinct and, therefore, are accounted for as a single performance obligation. The performance obligation under the franchise agreement is the promise to provide daily access to the symbolic intellectual property over the term of each franchise agreement, which is a series of distinct services that represents a single performance obligation. Although the franchisor's underlying activities associated with the symbolic intellectual property will vary, both within a day and day-to-day, the symbolic intellectual property is accessed over time and the customer (the franchisee) simultaneously receives and consumes the benefit from the franchisor's performance of providing access to the symbolic intellectual property (including other related activities).

Area development agreements and territory agreements: Development agreements and territory agreements generally grant exclusive development rights for a specified number of restaurants in a defined area over a stated term. For each location opened, a separate franchise agreement is executed. The Company believes that the development rights are not distinct from franchise agreements.

Gift cards: The Company records a liability in the period in which a gift card is sold. As gift cards are redeemed, the Company reimburses the restaurant for the gift card value and derecognizes the related liability. When a gift card is not subject to escheatment, and it is probable that a portion of a gift card will not be redeemed, this amount is considered breakage and recognized within other general and administrative expenses. Breakage is recognized consistent with the historic redemption patterns of the associated gift cards. In addition, the Company incurs various expenses in operating the gift card program, including fees on gift cards that are sold through third-party retailers. These fees are recognized as incurred.

Total revenue recognized at a point in time and over time was as follows:

	2024	2023
Revenue recognized at a point in time	$ 42,474,332	$ 41,301,256
Revenue recognized over time	72,368	57,395
	$ 42,546,700	$ 41,358,651

Impact on payment terms: The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring goods and services to the customer. Agreements may include initial and renewal franchise fees, development and territory fees and sales-based royalties.

Note 1. Organization and Summary of Significant Accounting Policies (Continued)

Initial and renewal franchise fees are recognized as revenue on a straight-line basis over the term of the respective agreement beginning when the restaurant opens, which range from five to ten years. Payments received before the restaurant opens are recorded as deferred revenue in the combined balance sheets.

Upfront fees paid for development rights are apportioned to each franchised restaurant and recognized over the contractual term of the franchise agreement once each restaurant is opened.

Continuing royalties are calculated as a percentage of franchise restaurant sales that are related entirely to our performance obligation under the franchise agreement. These royalties are considered variable consideration but, because they relate to a license of intellectual property, they are not included in the transaction price. Instead, royalty revenue is recognized as franchised restaurant sales occur. Advertising contributions received from the franchisees are recorded as a component of marketing fees in the combined statements of income.

Technology and support fees of $100 are charged monthly and relate entirely to the Company's performance obligation under the franchise agreement and are recognized monthly as they are charged.

The Company believes its franchising, development and territory agreements do not contain a significant financing component because (a) the timing of the upfront payment does not arise for the reason of provision of financing to the Company, and (b) the sales-based royalty is variable and based on factors outside the Company or the franchisee's control.

Marketing fund: The Company's franchises and corporate owned restaurants each generally contribute the greater of a set amount, per the individual franchise agreement, or approximately 5% of sales per month as a marketing contribution in accordance with their respective franchise agreements. Marketing contributions and expenses are tracked separately from other activities. These contributions received are included in cash and cash equivalents—marketing fund and accounts receivable—marketing fund in the combined balance sheets. Any amounts not used in a fiscal year are carried over to the succeeding year and shown as a deferred liability. Amounts used in excess of marketing contributions would be recognized as an expense within advertising costs on the combined statements of income.

The assets and liabilities of the marketing fund are included, as follows, in the accompanying combined balance sheets:

	2024	2023
Cash and cash equivalents—marketing fund, restricted	$ 434,199	$ 771,794
Accounts receivable—marketing fund, restricted	2,395,119	2,537,488
Prepaid expenses and other current assets	713,800	833
Non current liabilities	(150,333)	(194,333)
Accounts payable—marketing fund, restricted	(275,741)	(206,861)
Accrued expenses and other current liabilities	(357,548)	(175,560)
Marketing fund liabilities, restricted	(1,513,594)	(1,937,309)

Marketing fund contributions are included in revenue in the accompanying combined statements of income, and marketing fund expenses are included in marketing general and administrative costs in the accompanying combined statements of income.

Note 1. Organization and Summary of Significant Accounting Policies (Continued)

Cash flows of the marketing fund are included in the combined statements of cash flows, but are restricted. Under the franchise agreements, contributions to the marketing fund are restricted to advertising, public relations, merchandising, similar activities and administrative expenses to increase sales and further enhance the public reputation of the CiCi's Pizza brand. The aforementioned administrative expenses may also include personnel expenses and allocated costs incurred by the Company which are directly associated with administering the marketing fund, as outlined in the provisions of the franchise agreements. The Company received $27,257,964 and $26,342,984 in marketing fund contributions in the years ended December 31, 2024 and 2023, respectively, which includes beverage rebates. The Company incurred marketing fund expenditures of $27,681,679 and $24,935,940 in the years ended December 31, 2024 and 2023, respectively.

Marketing costs are expensed when advertisements are run. Production costs for advertisements are generally expensed when incurred, unless production costs are incurred and paid in the current year for the next year's advertising campaign. In those instances, production costs are recorded as prepaid expenses and then expensed in the subsequent fiscal year.

Consideration from vendors: The Company has entered into beverage supply agreements with certain major vendors. Pursuant to the terms of these arrangements, consideration is provided to the Company for the benefit of the Marketing Fund from the vendors, based upon the dollar volume of purchases for company-operated restaurants and franchised restaurants. In accordance with U.S. GAAP governing consideration received from vendors, these amounts are recognized as earned throughout the year and are classified in the combined statements of income within revenue with an offset included in marketing general and administrative costs representing contributions to the marketing fund. The Company received rebates amounting to $7,907,088 and $8,874,070 in the years ended December 31, 2024 and 2023, respectively.

In 2018, two vendors paid the former franchisor, CiCi Enterprises, LP, incentive payments of $9,450,000 in exchange for the commitment to purchase a set volume of their product. The Company is recognizing the income as earned, based on the volume of product purchased by the system. The current portion of deferred revenue was approximately $435,000 and $728,000 at December 31, 2024 and 2023, respectively, and is recorded within accrued expenses and other current liabilities on the combined balance sheets. The long-term portion of deferred revenue totaled approximately $619,000 and $1,006,000 at December 31, 2024 and 2023, respectively, and is recorded within deferred initial beverage fund on the combined balance sheets. The Company recognized approximately $680,000 and $759,000 of revenue in the years ended December 31, 2024 and 2023, respectively, which is recorded as incentive income from vendors on the combined statements of income. The Company contributed $0 of the incentive payment to the marketing fund during the years ended December 31, 2024 and 2023.

Income taxes: On Smile and CiCi Services have elected under the Internal Revenue Code and similar state laws to be taxed as a partnership. The members are responsible for each Company's taxable income.

Reclassifications: Certain reclassifications have been made to the prior year combined financial statements to conform to the current year presentation. These reclassifications had no effect on reported net income or members' capital.

Note 2. Related-Party Transactions

The Company provides various services (the Services) to related-party affiliates. The Services provided represent shared costs consisting of, but not limited to, employee and personnel services, accounting and financial management, legal and tax, human resources, information technology and participation under the Company's retirement, welfare and other benefit plans. The Services are performed for an amount equal to the direct costs incurred by the Company, plus allocated overhead costs based on management's estimation of services provided.

The costs associated with the Services have been allocated using the most meaningful respective allocation methodologies which were primarily based on proportionate revenue, headcount, or direct cost by the Company compared to the related-party affiliates. At December 31, 2024 and 2023, the Company has a receivable from affiliates for these services in the amount of $695,717 and $79,530, respectively, recorded in related party receivable on the combined balance sheets.

The Company records the billing and payment of the Services in related party receivable on the combined balance sheets.

During the years ended December 31, 2024 and 2023, marketing fund contributions from corporate owned restaurants totaled $271,841 and $267,883, respectively, and is presented with marketing fees on the combined statements of income.

During the years ended December 31, 2024 and 2023, the Company made distributions to related parties in the amounts of $2,889,567 and $8,300,000, respectively.

On March 10, 2021, the Company entered into an agreement with CiCi Enterprises, LP, pursuant to which the Company has agreed, at its expense, to service all franchise agreements under which CiCi Enterprises, LP is franchisor in exchange for which the Company is entitled to receive all royalties, marketing fund contributions and other fees owed by franchisees under these agreements.

On March 10, 2021, the Company entered into a trademark and other intellectual property license agreement with Yes Caps, LLC, owner of all rights, title and interest in the trademarks of the CiCi's Pizza Concept. The agreement grants the Company an exclusive, non-transferable, non-assignable, royalty-free license to use and sublicense the use of the trademarks and other intellectual property.

The Company entered into an agreement where an affiliate will provide management services for a fee, plus out of pocket expenses as incurred. Effective January 1, 2024, the fee is calculated at 1% of marketing fund contributions and 60% of other net revenue. The Company expensed $ 8,765,712 and $7,112,185 related to this agreement for the years ended December 31, 2024 and 2023, respectively. The management services fees are included in other general and administrative expenses on the combined statements of income. At December 31, 2024 and 2023, the Company has a payable to an affiliate for these services in the amount of $0 and $583,611 respectively, recorded in related party payable on the combined balance sheets.

Note 3. 401(k) Savings Plan

The Company has a qualified cash or deferred compensation plan under section 401(k) of the Internal Revenue Code. Under the plan, employees may elect to defer a portion of their salary, subject to the Internal Revenue Code limits. The Company may also make discretionary contributions. The Company's contributions were approximately $1,100 and $4,100 for 2024 and 2023, respectively.

Note 4. Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consist of the following:

	2024	2023
Deferred initial beverage fund—current portion	$ 539,683	$ 727,888
General accrued expenses	306,630	206,915
Accrued payroll and related costs	282,340	360,877
Deferred gift certificate liability	133,570	81,771
	$ 1,262,223	$ 1,377,451

Note 5. Commitments and Contingencies

Litigation: The Company is subject to certain claims that arise in the normal course of business.

On May 30, 2024, the Company entered a settlement agreement with another party who paid the Company $172,594 related to certain claims. The Company recorded the proceeds in marketing general and administrative costs on the combined statements of income for the year ended December 31, 2024.

Management is not aware of any such matters that would have a materially adverse effect on the Company's financial condition.

Note 6. Subsequent Events

In preparing these combined financial statements, the Company has evaluated events and transactions for potential recognition or disclosures through April 25, 2025, which was the date the combined financial statements were available to be issued. There are no items which required adjustment or disclosure in the accompanying combined financial statements.

On Smile LLC and Combined Affiliate

Combined Financial Report
December 31, 2023

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RSM

Independent Auditor's Report

RSM US LLP

Member
On Smile LLC and Combined Affiliate

Opinion

We have audited the combined financial statements of On Smile LLC and combined affiliate (collectively, the Company), which comprise the combined balance sheets as of December 31, 2023 and 2022, the related combined statements of income, changes in members' capital and cash flows for the years then ended, and the related notes to the combined financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control-related matters that we identified during the audit.

RSM US LLP

Dallas, Texas
April 19, 2024

On Smile LLC and Combined Affiliate

Combined Balance Sheets
December 31, 2023 and 2022

	2023	2022
Assets		
Current assets:		
Cash and cash equivalents	**$ 2,931,372**	$ 5,107,778
Cash and cash equivalents—marketing fund, restricted	**771,794**	432,296
Accounts receivable, net:		
Trade receivables	**-**	186,610
Marketing fund, restricted	**2,863,362**	1,556,337
Related party receivable	**79,530**	833,117
Prepaid expenses and other current assets	**228,561**	270,243
Total current assets	**6,874,619**	8,386,381
Other receivables	**58,761**	55,809
Website in development	**194,333**	100,000
Intangible assets, net	**109,488**	120,257
Goodwill, net	**17,058**	19,438
Total noncurrent assets	**379,640**	295,504
Total assets	**$ 7,254,259**	$ 8,681,885
Liabilities and Members' Capital		
Current liabilities:		
Accounts payable	**$ 413,045**	$ 107,404
Accounts payable—marketing fund, restricted	**206,861**	23,972
Current portion of deferred franchise fees	**73,092**	42,792
Accrued expenses and other current liabilities	**1,377,451**	2,131,831
Related party payable	**596,796**	169,529
Marketing fund liabilities, restricted	**1,937,309**	530,265
Total current liabilities	**4,604,554**	3,005,793
Deferred franchise fees, less current portion	**540,862**	337,871
Other noncurrent liabilities	**1,006,131**	1,795,214
Total liabilities	**6,151,547**	5,138,878
Commitments and contingencies (Note 5)		
Members' capital	**1,102,712**	3,543,007
Total liabilities and members' capital	**$ 7,254,259**	$ 8,681,885

See notes to combined financial statements.

On Smile LLC and Combined Affiliate

Combined Statements of Income
Years Ended December 31, 2023 and 2022

	2023	2022
Revenue:		
Marketing fees	**$ 17,219,322**	$ 15,444,992
Franchise royalties	**14,105,892**	12,763,629
Franchise fees	**57,395**	56,650
Incentive income from vendors	**758,680**	696,674
Marketing income from vendors	**9,123,662**	7,780,359
Total revenues	**41,264,951**	36,742,304
Expenses:		
Marketing general and administrative costs	**25,000,069**	20,591,878
Other general and administrative	**10,509,727**	6,810,068
Total expenses	**35,509,796**	27,401,946
Other income, net	**104,550**	66,665
Net income	**$ 5,859,705**	$ 9,407,023

See notes to combined financial statements.

On Smile LLC and Combined Affiliate

Combined Statements of Changes in Members' Capital
Years Ended December 31, 2023 and 2022

Balance, December 31, 2021	$ 1,413,484
Distributions	(7,277,500)
Net income	9,407,023
Balance, December 31, 2022	3,543,007
Distributions	(8,300,000)
Net income	5,859,705
Balance, December 31, 2023	**$ 1,102,712**

See notes to combined financial statements.

On Smile LLC and Combined Affiliate

Combined Statements of Cash Flows
Years Ended December 31, 2023 and 2022

	2023	2022
Cash flows from operating activities:		
Net income	**$ 5,859,705**	$ 9,407,023
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization	**13,149**	13,149
Changes in operating assets and liabilities:		
Trade receivables	**186,610**	(73,448)
Marketing fund, restricted	**(1,307,025)**	1,045,443
Related party receivable	**753,587**	(502,090)
Prepaid expenses and other current assets	**41,682**	532,467
Other receivables	**(2,952)**	226,453
Accounts payable	**305,641**	90,785
Accounts payable—marketing fund, restricted	**182,889**	(636,450)
Accrued expenses and other current liabilities	**(754,380)**	668,395
Deferred franchise fees	**233,291**	325,663
Related party payable	**427,267**	(49,523)
Marketing fund liabilities, restricted	**1,407,044**	(2,623,924)
Other noncurrent liabilities	**(789,083)**	(775,153)
Net cash provided by operating activities	**6,557,425**	7,648,790
Cash flows from investing activities:		
Website in development	**(94,333)**	(100,000)
Net cash used in investing activities	**(94,333)**	(100,000)
Cash flows from financing activities:		
Distributions to members	**(8,300,000)**	(7,277,500)
Net cash used in financing activities	**(8,300,000)**	(7,277,500)
Net (decrease) increase in cash, cash equivalents and restricted cash	**(1,836,908)**	271,290
Cash, cash equivalents and restricted cash:		
Beginning of year	**5,540,074**	5,268,784
End of year	**$ 3,703,166**	$ 5,540,074

See notes to combined financial statements.

Note 1. Organization and Summary of Significant Accounting Policies

Description of business: On Smile LLC (On Smile) is a Delaware limited liability company. On Smile was formed to engage in the business of selling and servicing franchises for the CiCi's Pizza concept. CiCi Services Company, LLC (CiCi Services) operates the gift card program for the CiCi's Pizza concept. On Smile LLC and CiCi Services Company, LLC are collectively referred to as the Company.

On Smile is wholly owned by CiCi Acquisition Company, LLC, which is wholly owned by CiCi Enterprises, LP. CiCi Services is wholly owned by CiCi Enterprises, LP.

Principles of combination: The accompanying combined financial statements include the accounts of the On Smile LLC and CiCi Services Company, LLC. All intercompany balances and transactions have been eliminated in combination.

Basis of presentation: The Company's combined financial statements are prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Use of estimates: The preparation of combined financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the combined financial statements, and the reported amounts of revenue and expenses during the reporting periods. These estimates are reviewed periodically and, as adjustments become necessary, they are reported in income in the period in which they become known. Actual results could differ significantly from those estimates.

Cash, cash equivalents and restricted cash: For purposes of reporting cash flows, cash, cash equivalents and restricted cash include highly liquid debt instruments purchased with an original maturity of three months or less. Cash balances exceeded federally insured limits at December 31, 2023 and 2022, and at various times throughout the year. The Company believes it is not exposed to any significant credit risk.

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

	2023	2022
Cash and cash equivalents	$ 2,931,372	$ 5,107,778
Cash and cash equivalents—marketing fund, restricted	771,794	432,296
	$ 3,703,166	$ 5,540,074

Note 1. Organization and Summary of Significant Accounting Policies (Continued)

Accounts receivable: Accounts receivable consist primarily of accrued royalty fees and marketing contribution receivables, generally collected weekly in arrears, and vendor rebates. Unpaid accounts receivable with invoice dates over 30 days are non-interest bearing. All accounts receivable are entered into on an unsecured basis.

The Company adopted Accounting Standards Codification (ASC) 326, Financial Instruments—Credit Losses (ASC 326), as of January 1, 2023, with the cumulative-effect transition method with the required prospective approach. The measurement of expected credit losses under the expected credit loss (CECL) methodology is applicable to financial assets measured at amortized cost, which include accounts receivable. An allowance for credit losses under the CECL methodology is determined using the loss-rate approach and measured on a collective (pool) basis when similar risk characteristics exist. Where financial instruments do not share risk characteristics, they are evaluated on an individual basis. The adoption of ASC 326 had no material impact on the Company's combined financial statements.

Consistent with ASC 326, the Company offsets accounts receivable with an allowance for credit losses. The allowance for credit losses is the Company's best estimate of the amount of probable credit losses in the Company's existing accounts receivable and is based on historical loss patterns, the number of days that billings are past due, and an evaluation of the potential risk of loss associated with specific accounts. Account balances are charged against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. Recoveries of accounts receivable previously written off are recorded when received. As of December 31, 2023, the Company recorded an allowance for credit losses of $0.

Prior to the adoption of ASC 326, the Company maintained an allowance for doubtful accounts to reserve for potentially uncollectible receivables. As of December 31, 2022, the Company recorded an allowance for doubtful accounts of $0.

Goodwill and intangible assets: The Company has elected the accounting alternative provided in Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2014-02, *Intangibles—Goodwill and Other (Topic 350): Accounting for Goodwill*, which allows a private company to elect an accounting alternative for the subsequent measurement of goodwill. The ASU allows goodwill to be amortized on a straight-line basis over the estimated useful life with a maximum life of 10 years. Pursuant to this accounting alternative, the Company tests for goodwill impairment upon the occurrence of an event or circumstance that may indicate the fair value of the Company is less than its carrying amount and has elected to perform this test at the Company level. If events or circumstances are present that may indicate the fair value of the Company is less than its carrying value, the estimated fair value of the Company is compared to its carrying amount and an impairment loss is recognized for the excess of the carrying amount over the fair value (if any), not to exceed the carrying amount of goodwill. No indicators of impairment were identified during the years ended December 31, 2023 and 2022.

Note 1. Organization and Summary of Significant Accounting Policies (Continued)

Goodwill and intangible assets as of December 31, 2023 and 2022, were as follows:

	2023	2022
Goodwill	$ 23,802	$ 23,802
Accumulated amortization	(6,744)	(4,364)
Goodwill, net	$ 17,058	$ 19,438
Franchise agreements	$ 140,000	$ 140,000
Accumulated amortization	(30,512)	(19,743)
Franchise agreements, net	$ 109,488	$ 120,257

During the years ended December 31, 2023 and 2022, amortization expense associated with goodwill totaled $2,380 for each year, and is presented with other general and administrative expenses on the combined statements of income.

During the years ended December 31, 2023 and 2022, amortization expense associated with franchise agreements totaled $10,769 for each year, and is presented with other general and administrative expenses on the combined statements of income.

Estimated amortization expense, based on the current carrying value of goodwill for each of the fiscal years 2024 through 2028 is $2,380.

Estimated amortization expense, based on the current carrying value of franchise agreements for each of the fiscal years 2024 through 2028 is $10,769.

Asset impairment assessments: The Company periodically evaluates the carrying value of long-lived assets to be held and used at the asset group level including, but not limited to, capital assets and intangible assets, when events and circumstances warrant such a review. The carrying value of a long-lived asset is considered impaired when the anticipated undiscounted cash flow from such asset is less than its carrying value. In that event, a loss would be recognized based on the amount by which the carrying value exceeds the fair value of the long-lived asset. Fair value would be determined primarily using the anticipated cash flows discounted at a rate commensurate with the risk involved. Losses on long-lived assets to be disposed of are determined in a similar manner, except that fair values are reduced for the cost to dispose. There were no such impairment losses recognized for the years ended December 31, 2023 and 2022.

Revenue recognition: The Company accounts for revenue in accordance with ASC Topic 606, Revenue from Contracts with Customers, which provides a five-step model for recognizing revenue from contracts with customers as follows:

- Identify the contract with a customer
- Identify the performance obligations in the contract
- Determine the transaction price
- Allocate the transaction price to the performance obligations in the contract
- Recognize revenue when or as performance obligations are satisfied

Note 1. Organization and Summary of Significant Accounting Policies (Continued)

The Company's revenue consists of franchise revenue, which includes franchise royalties, advertising fund contributions, initial and renewal franchise fees, and upfront fees from development agreements and territory agreements. The Company's products and services are marketed and sold primarily to customers in the United States. The results of operations are substantially affected by economic conditions, which can vary significantly by market and can be impacted by consumer disposable income levels and spending habits.

Nature of products and services:

Franchise agreements: The franchise agreements include: (a) the right to use the symbolic intellectual property over the term of each franchise agreement, (b) pre-opening services, such as training, and (c) ongoing services, such as management of the advertising fund contributions, development of training materials and menu items and restaurant monitoring. These promises are highly dependent upon and interrelated with the franchise right granted in the franchise agreement, so they are not considered to be individually distinct and, therefore, are accounted for as a single performance obligation. The performance obligation under the franchise agreement is the promise to provide daily access to the symbolic intellectual property over the term of each franchise agreement, which is a series of distinct services that represents a single performance obligation. Although the franchisor's underlying activities associated with the symbolic intellectual property will vary, both within a day and day-to-day, the symbolic intellectual property is accessed over time and the customer (the franchisee) simultaneously receives and consumes the benefit from the franchisor's performance of providing access to the symbolic intellectual property (including other related activities).

Area development agreements and territory agreements: Development agreements and territory agreements generally grant exclusive development rights for a specified number of restaurants in a defined area over a stated term. For each location opened, a separate franchise agreement is executed. The Company believes that the development rights are not distinct from franchise agreements.

Gift cards: The Company records a liability in the period in which a gift card is sold. As gift cards are redeemed, the Company reimburses the restaurant for the gift card value and derecognizes the related liability. When a gift card is not subject to escheatment, and it is probable that a portion of a gift card will not be redeemed, this amount is considered breakage and recognized within other general and administrative expenses. Breakage is recognized consistent with the historic redemption patterns of the associated gift cards. In addition, the Company incurs various expenses in operating the gift card program, including fees on gift cards that are sold through third-party retailers. These fees are recognized as incurred.

Total revenue recognized at a point in time and over time was as follows:

	2023	2022
Revenue recognized at a point in time	$ 41,207,556	$ 36,685,654
Revenue recognized over time	57,395	56,650
	$ 41,264,951	$ 36,742,304

Note 1. Organization and Summary of Significant Accounting Policies (Continued)

Impact on payment terms: The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring goods and services to the customer. Agreements may include initial and renewal franchise fees, development and territory fees and sales-based royalties.

Initial and renewal franchise fees are recognized as revenue on a straight-line basis over the term of the respective agreement beginning when the restaurant opens, which range from five to 10 years. Payments received before the restaurant opens are recorded as deferred revenue in the combined balance sheets.

Upfront fees paid for development rights are apportioned to each franchised restaurant and recognized over the contractual term of the franchise agreement once each restaurant is opened.

Continuing royalties are calculated as a percentage of franchise restaurant sales that are related entirely to our performance obligation under the franchise agreement. These royalties are considered variable consideration but, because they relate to a license of intellectual property, they are not included in the transaction price. Instead, royalty revenue is recognized as franchised restaurant sales occur. Advertising contributions received from the franchisees are recorded as a component of franchise royalties and fees in the combined statements of income.

The Company believes its franchising, development and territory agreements do not contain a significant financing component because: (a) the timing of the upfront payment does not arise for the reason of provision of financing to the Company, and (b) the sales-based royalty is variable and based on factors outside the Company or the franchisee's control.

Marketing costs: The Company's franchises and corporate owned restaurants each generally contribute the greater of set amount, per the individual franchise agreement, or approximately 5% of sales per month as a marketing contribution in accordance with their respective franchise agreements. Marketing contributions and expenses are tracked separately from other activities. These contributions received are included in cash and cash equivalents—marketing fund and accounts receivable—marketing fund in the combined balance sheets. Any amounts not used in a fiscal year are carried over to the succeeding year and shown as a deferred liability. Amounts used in excess of marketing contributions would be recognized as an expense within advertising costs on the combined statements of income.

The assets and liabilities of the marketing fund are included, as follows, in the accompanying combined balance sheets:

	2023	2022
Cash and cash equivalents—marketing fund, restricted	$ 771,794	$ 432,296
Accounts receivable—marketing fund, restricted	2,863,362	1,556,337
Prepaid expenses and other current assets	195,167	4,874
Accounts payable—marketing fund, restricted	(206,861)	(23,972)
Accrued expenses and other current liabilities	(175,560)	(315,159)
Marketing fund liabilities, restricted	(1,937,309)	(530,265)

Marketing fund contributions are included in revenue in the accompanying combined statements of income, and marketing fund expenses are included in marketing general and administrative costs in the accompanying combined statements of income.

Note 1. Organization and Summary of Significant Accounting Policies (Continued)

Cash flows of the marketing fund are included in the combined statements of cash flows, but are restricted. Under the franchise agreements, contributions to the marketing fund are restricted to advertising, public relations, merchandising, similar activities and administrative expenses to increase sales and further enhance the public reputation of the CiCi's Pizza brand. The aforementioned administrative expenses may also include personnel expenses and allocated costs incurred by the Company which are directly associated with administering the marketing fund, as outlined in the provisions of the franchise agreements. The Company received $26,342,984 and $23,225,351 in marketing fund contributions in the years ended December 31, 2023 and 2022, respectively, which includes beverage rebates. The Company incurred marketing fund expenditures of $24,935,940 and $25,849,275 in the years ended December 31, 2023 and 2022, respectively.

Marketing costs are expensed when advertisements are run. Production costs for advertisements are generally expensed when incurred, unless production costs are incurred and paid in the current year for the next year's advertising campaign. In those instances, production costs are recorded as prepaid expenses and then expensed in the subsequent fiscal year.

Consideration from vendors: The Company has entered into beverage supply agreements with certain major vendors. Pursuant to the terms of these arrangements, consideration is provided to the Company for the benefit of the Marketing Fund from the vendors, based upon the dollar volume of purchases for company-operated restaurants and franchised restaurants. In accordance with U.S. GAAP governing consideration received from vendors, these amounts are recognized as earned throughout the year and are classified in the combined statements of income within revenue with an offset included in marketing general and administrative costs representing contributions to the marketing fund. The Company received rebates amounting to $8,874,070 and $8,890,031 in the years ended December 31, 2023 and 2022, respectively.

In 2018, two vendors paid the former franchisor, CiCi Enterprises, LP, incentive payments of $9,450,000 in exchange for the commitment to purchase a set volume of their product. The Company is recognizing the income as earned, based on the volume of product purchased by the system. The current portion of deferred revenue was approximately $728,000 and $697,000 at December 31, 2023 and 2022, respectively, and is recorded within accrued expenses and other current liabilities on the combined balance sheets. The long-term portion of deferred revenue totaled approximately $1,006,000 and $1,795,000 at December 31, 2023 and 2022, respectively, and is recorded within other noncurrent liabilities on the combined balance sheets. The Company recognized approximately $759,000 and $697,000 of revenue in the years ended December 31, 2023 and 2022, respectively, which is recorded as incentive income from vendors on the combined statements of income. The Company contributed $0 of the incentive payment to the marketing fund during the years ended December 31, 2023 and 2022.

Income taxes: On Smile and CiCi Services have elected under the Internal Revenue Code and similar state laws to be taxed as a partnership. The members are responsible for each Company's taxable income.

Note 2. Related Party Transactions

The Company provides various services (the Services) to related-party affiliates. The Services provided represent shared costs consisting of, but not limited to, employee and personnel services, accounting and financial management, legal and tax, human resources, information technology and participation under the Company's retirement, welfare and other benefit plans. The Services are performed for an amount equal to the direct costs incurred by the Company, plus allocated overhead costs based on management's estimation of services provided.

The costs associated with the Services have been allocated using the most meaningful respective allocation methodologies which were primarily based on proportionate revenue, headcount, or direct cost by the Company compared to the related-party affiliates.

The Company records the billing and payment of the Services in related party receivable on the combined balance sheets.

During the years ended December 31, 2023 and 2022, marketing fund contributions from corporate owned restaurants totaled $267,883 and $332,951, respectively, and is presented with marketing fees on the combined statements of income.

During the years ended December 31, 2023 and 2022, the Company made distributions to related parties in the amounts of $8,300,000 and $7,277,500, respectively.

On March 10, 2021, the Company entered into an agreement with CiCi Enterprises, LP, pursuant to which the Company has agreed, at its expense, to service all franchise agreements under which CiCi Enterprises, LP is franchisor in exchange for which the Company is entitled to receive all royalties, marketing fund contributions and other fees owed by franchisees under these agreements.

On March 10, 2021, the Company entered into a trademark and other intellectual property license agreement with Yes Caps, LLC, owner of all rights, title and interest in the trademarks of the CiCi's Pizza Concept. The agreement grants the Company an exclusive, non-transferable, non-assignable, royalty-free license to use and sublicense the use of the trademarks and other intellectual property.

The Company entered into an agreement where an affiliate will provide management services for a fee, plus out of pocket expenses as incurred. Effective January 1, 2023, the fee is calculated at 1% of marketing fund contributions and 50% of other net revenue. The Company expensed $7,112,185 and $1,223,149 related to this agreement for the years ended December 31, 2023 and 2022, respectively. The management services fees are included in other general and administrative expenses on the combined statements of income. At December 31, 2023 and 2022, the Company has a payable to an affiliate for these services in the amount of $583,611 and $154,418, respectively, recorded in related party payable on the combined balance sheets.

Effective January 1, 2024, the management services agreement was amended to calculate management fees at 60% other net revenue.

Note 3. 401(k) Savings Plan

The Company has a qualified cash or deferred compensation plan under section 401(k) of the Internal Revenue Code. Under the plan, employees may elect to defer a portion of their salary, subject to the Internal Revenue Code limits. The Company may also make discretionary contributions. The Company's contributions were approximately $4,100 and $9,800 for 2023 and 2022, respectively.

Note 4. Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consist of the following:

	2023	2022
Accrued payroll and related costs	$ 360,877	$ 879,777
Deferred gift certificate liability	81,771	136,303
Accrued property taxes	19,200	19,200
Deferred initial beverage fund—current portion	727,888	697,486
General accrued expenses	187,715	399,065
	$ 1,377,451	$ 2,131,831

Note 5. Commitments and Contingencies

Litigation: The Company is subject to certain claims that arise in the normal course of business.

Management is not aware of any such matters that would have a materially adverse effect on the Company's financial condition.

Note 6. Subsequent Events

In preparing these combined financial statements, the Company has evaluated events and transactions for potential recognition or disclosures through April 19, 2024, which was the date the combined financial statements were available to be issued. There are no items which required adjustment or disclosure in the accompanying combined financial statements.

GUARANTY OF PERFORMANCE

For value received, **CiCi Services LLC**, a Florida limited liability company, with its principal business address at **13355 Noel Road, Suite 1645, Dallas, TX 75240** (the "Guarantor"), absolutely and unconditionally guarantees the performance by **On Smile LLC**, located at **13355 Noel Road, Suite 1645, Dallas, TX 75240** (the "Franchisor"), of all of the obligations of Franchisor in accordance with the terms and conditions of the franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2025 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees as amended, modified or extended from time to time. This guarantee continues in full force and effect until all obligations of the Franchisor under its franchise registrations and Franchise Agreements are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive notice of Franchisor's default. This guarantee is binding on the Guarantor and its successors and assignees.

The Guarantor signs this guarantee at Dallas, Texas on the 25 day of April 2025.

GUARANTOR:
CiCi Services LLC
By: _____
Name: Dan Patel
Title: CFO

EXHIBIT H

STATE RIDERS AND ADDENDA

ADDITIONAL DISCLOSURES FOR THE FRANCHISE DISCLOSURE DOCUMENT OF ON SMILE LLC

The following are additional disclosures for the Franchise Disclosure Document of ON SMILE LLC required by various state franchise laws. Each provision of these additional disclosures will only apply to you if the applicable state franchise registration and disclosure law applies to you.

FOR THE FOLLOWING STATES: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, OR WISCONSIN.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

INDIANA

1. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ILLINOIS

1. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. The "Summary" section of Item 17.v. entitled "Choice of forum" is deleted in its entirety.

3. The "Summary" section of Item 17.w. entitled "Choice of law" is deleted in its entirety and replaced with the following:

> Except for the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. 1051 et seq.), the United States Arbitration Act (9 U.S.C. 1 et seq.), or other federal law, Illinois law shall apply to and govern the Area Development Agreement and Franchise Agreement.

4. The following language is added to the end of the chart in Item 17:

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement or area development agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement or area development agreement may provide for arbitration to take place outside of Illinois.

Your rights upon termination and non-renewal of the franchise are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

MARYLAND

1. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. The following is added to the end of the "Summary" sections of Item 17.c., entitled "Requirements for franchisee to renew or extend", and Item 17.m., entitled "Conditions for franchisor approval of transfer":

Pursuant to COMAR 02.02.08.16L, any release required as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

3. The following is added to the end of the "Summary" section of Item 17.f., entitled "'Cause' defined - defaults which cannot be cured":

The Area Development Agreement and Franchise Agreement provides for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

4. The "Summary" section for the Area Development Agreement and Franchise Agreement of Item 17(v), entitled "Choice of forum" and 17(w) entitled "Choice of law" is amended to add the following:

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

VIRGINIA

1. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. The "Summary" section of Item 17(h), entitled "Cause defined – non curable defaults", is amended by adding the following:

> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement or the Area Development Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

3. The "Summary" section of Item 17(o), entitled "Franchisor's option to purchase franchisee's business" is amended by adding the following:

> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Area Development Agreement or Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

THE FOLLOWING PAGES IN THIS EXHIBIT ARE STATE-SPECIFIC RIDERS TO THE AREA DEVELOPMENT AGREEMENT

RIDER TO THE ON SMILE LLC
AREA DEVELOPMENT AGREEMENT
FOR USE IN ILLINOIS

THIS RIDER is made and entered into by and between **ON SMILE LLC**, a Delaware limited liability company with its principal business address at 13355 Noel Road, Suite 1645, Dallas, TX 75240 ("we," "us," or "our"), and _____, whose principal business address is _____ ("you" or "your").

1. **BACKGROUND**. We and you are parties to that certain Area Development Agreement dated _____, 20___ (the "Area Development Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Area Development Agreement. This Rider supersedes any inconsistent or conflicting provisions of the Area Development Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Area Development Agreement. This Rider is being signed because (a) you are domiciled in the State of Illinois, or (b) the offer of the franchise is made or accepted in the State of Illinois and the Cicis Buffet Restaurants or Cicis To Go Restaurants that you develop under your Area Development Agreement are or will be located in the State of Illinois.

2. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL**. The following language is added to the end of Section 9.C. ("Waiver of Punitive Damages and Jury Trial") of the Area Development Agreement:

> However, this Section shall not act as a condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act at Section 705/41 or Illinois regulations at Section 200.609.

3. **LIMITATIONS OF CLAIMS**. Section 9.F. ("Limitation of Claims") of the Area Development Agreement is amended by adding the following:

> However, nothing contained in this Section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act at Section 705/27 or any other law of the State of Illinois, to the extent applicable.

4. **ILLINOIS FRANCHISE DISCLOSURE ACT**. The following is added to the end of the Area Development Agreement:

> Except for the U.S. Federal Arbitration Act and other federal laws in the U.S., the laws of the State of Illinois will govern this Agreement.
>
> Section 4 of the Illinois Franchise Disclosure Act provides that any provision in an area development agreement that designates jurisdiction outside the State of Illinois is void.

However, an area development agreement may provide for dispute resolution outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Franchisee's rights upon termination and non-renewal of an area development agreement are subject to sections 19 and 20 of the Illinois Franchise Disclosure Act.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Area Development Agreement.

ON SMILE LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

DEVELOPER:

_____
[Name]

By: _____
Name: _____
Title: _____
Date: _____

RIDER TO THE ON SMILE LLC
AREA DEVELOPMENT AGREEMENT
FOR USE IN MARYLAND

THIS RIDER is made and entered into by and between **ON SMILE LLC**, a Delaware limited liability company with its principal business address at 13355 Noel Road, Suite 1645, Dallas, TX 75240 ("we," "us," or "our"), and _____, whose principal business address is _____ ("you" or "your").

1. **BACKGROUND**. We and you are parties to that certain Area Development Agreement dated _____, 20___ (the "Area Development Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Area Development Agreement. This Rider supersedes any inconsistent or conflicting provisions of the Area Development Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Area Development Agreement. This Rider is being signed because (a) you are a resident of the State of Maryland; or (b) the Cicis Buffet Restaurants or Cicis To Go Restaurants that you develop under your Area Development Agreement are or will be operated in the State of Maryland; or (c) the offer to sell is made in the State of Maryland; or (d) the offer to buy is accepted in the State of Maryland.

2. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. **RELEASES**. The following is added to the end of Section 5.C.5 ("Conditions for Approval of Transfer") of the Area Development Agreement:

> However, any release required as a condition of assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

4. **INSOLVENCY**. The following language is added to the end of Section 6.B.5 ("Termination of Agreement – By Us") of the Area Development Agreement:

> This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

5. **JURISDICTION AND VENUE**. The following language is added to the end of Section 9.A. ("Jurisdiction and Venue") of the Area Development Agreement:

> Notwithstanding the foregoing, you may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. **LIMITATION OF CLAIMS**. The following sentence is added to the end of Section 9.F. ("Limitation of Claims") of the Area Development Agreement:

Notwithstanding the foregoing, you may bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after we grant you the franchise.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Area Development Agreement.

ON SMILE LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

DEVELOPER:

_____
[Name]

By: _____
Name: _____
Title: _____
Date: _____

THE FOLLOWING PAGES IN THIS EXHIBIT ARE STATE-SPECIFIC RIDERS TO THE FRANCHISE AGREEMENT

RIDER TO THE ON SMILE LLC
FRANCHISE AGREEMENT
FOR USE IN ILLINOIS

THIS RIDER is made and entered into by and between **ON SMILE LLC**, a Delaware limited liability company with its principal business address at 13355 Noel Road, Suite 1645, Dallas, TX 75240 ("we," "us," or "our"), and _____, whose principal business address is _____ ("you" or "your").

1. **BACKGROUND**. We and you are parties to that certain Franchise Agreement dated _____, 20___ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is annexed to and forms part of the Franchise Agreement. This Rider supersedes any inconsistent or conflicting provisions of the Franchise Agreement. This Rider is being signed because (a) you are domiciled in the State of Illinois, or (b) the offer of the franchise is made or accepted in the State of Illinois and the Cicis Buffet Restaurants or Cicis To Go Restaurants that you develop under your Franchise Agreement is or will be operated in the State of Illinois.

2. **WAIVER OF JURY TRIAL**. The following language is added to the end of Section 17.G.(2) ("Waiver of Damages; Waiver of Jury Trial; Limitation of Liability") of the Franchise Agreement:

> HOWEVER, THIS SECTION SHALL NOT ACT AS A CONDITION, STIPULATION OR PROVISION PURPORTING TO BIND ANY PERSON ACQUIRING ANY FRANCHISE TO WAIVE COMPLIANCE WITH ANY PROVISION OF THE ILLINOIS FRANCHISE DISCLOSURE ACT AT SECTION 705/41 OR ILLINOIS REGULATIONS AT SECTION 200.609.

3. **LIMITATIONS OF LIABILITY**. The following language is added to the end of Section 17.G.(3) ("Waiver of Damages; Waiver of Jury Trial; Limitation of Liability") of the Franchise Agreement:

> HOWEVER, NOTHING CONTAINED IN THIS SECTION SHALL CONSTITUTE A CONDITION, STIPULATION, OR PROVISION PURPORTING TO BIND ANY PERSON TO WAIVE COMPLIANCE WITH ANY PROVISION OF THE ILLINOIS FRANCHISE DISCLOSURE ACT AT SECTION 705/27 OR ANY OTHER LAW OF THE STATE OF ILLINOIS, TO THE EXTENT APPLICABLE.

4. **ILLINOIS FRANCHISE DISCLOSURE ACT**. The following is added to the end of the Franchise Agreement:

> Except for the U.S. Federal Arbitration Act and other federal laws in the U.S., the laws of the State of Illinois will govern this Agreement.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction outside the State of Illinois is void. However, a franchise agreement may provide for dispute resolution outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Franchisee's rights upon termination and non-renewal of a franchise agreement are subject to sections 19 and 20 of the Illinois Franchise Disclosure Act.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

FRANCHISEE:	**FRANCHISOR:**
[NAME OF FRANCHISEE]	**ON SMILE LLC**, a Delaware limited liability company
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____

RIDER TO THE ON SMILE LLC
FRANCHISE AGREEMENT
FOR USE IN MARYLAND

THIS RIDER is made and entered into by and between **ON SMILE LLC**, a Delaware limited liability company with its principal business address at 13355 Noel Road, Suite 1645, Dallas, TX 75240 ("we," "us," or "our"), and _____, whose principal business address is _____ ("you" or "your").

1. **BACKGROUND**. We and you are parties to that certain Franchise Agreement dated _____, 20___ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is annexed to and forms part of the Franchise Agreement. This Rider supersedes any inconsistent or conflicting provisions of the Franchise Agreement. This Rider is being signed because (a) you are a resident of the State of Maryland; or (b) the Cicis Buffet Restaurants or Cicis To Go Restaurants that you develop under your Franchise Agreement is or will be operated in the State of Maryland; or (c) the offer to sell is made in the State of Maryland; or (d) the offer to buy is accepted in the State of Maryland.

2. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. **RELEASES**. The following provision is added to the end of Section 3.B.(8) ("Renewal), Section 10.D ("No Waiver") and Section 13.B.(1)(c) ("By You and Your Owners") of the Franchise Agreement:

> However, any release required as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

4. **TERMINATION OF AGREEMENT**. The following is added to Section 15.A.(2)(a) ("Default and Termination") of the Franchise Agreement:

> This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

5. **GOVERNING LAW**. The following paragraph is added to the end of Section 17.E. ("Jurisdiction and Venue; Governing Law") of the Franchise Agreement:

> Notwithstanding the foregoing, (1) any state law regulating the offer or sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this section, and (2)

Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

6. **CHOICE OF FORUM**. The following language is added to the end of Section 17.E ("Jurisdiction and Venue; Governing Law") of the Franchise Agreement:

Notwithstanding the foregoing, you may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

7. **LIMITATIONS OF LIABILITY**. Section 17.G.(3) ("Waiver of Damages; Waiver of Jury Trial; Limitation of Liability") of the Franchise Agreement is amended by adding the following:

Notwithstanding the forgoing, you may bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after Company grants Franchisee the franchise.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

FRANCHISEE:	**FRANCHISOR:**
[NAME OF FRANCHISEE]	**ON SMILE LLC**, a Delaware limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT I

RENEWAL ADDENDUM TO FRANCHISE AGREEMENT

RENEWAL ADDENDUM TO FRANCHISE AGREEMENT

This RENEWAL ADDENDUM TO FRANCHISE AGREEMENT (this "Addendum") is made and entered into by and between On Smile LLC, a Delaware limited liability company whose address is 13355 Noel Road, Suite 1645, Dallas, TX 75240 ("us"), and the undersigned Franchisee ("you"), as of the date on which we execute this Addendum (the "Effective Date").

RECITALS

A. We are the successor of the Cicis® franchise system.

B. You are party to that certain franchise agreement dated _____ (as amended, the "**Original Franchise Agreement**") which governs your ownership and operation of a Cicis® Restaurant located at _____ bearing #_____ (the "**Restaurant**").

C. The Original Franchise Agreement is set to expire on [_____], and, pursuant to Section 3.B. of the Original Franchise Agreement, you wish to renew your right to operate the Restaurant.

D. As required under the Original Franchise Agreement, you and we have entered into that certain franchise agreement, dated as of the Effective Date (the "**New Franchise Agreement**"), which will govern your ownership and operation of the Restaurant from and after the Effective Date.

E. We and you desire to amend certain provisions of the New Franchise Agreement, as described herein, in recognition of the fact that the New Franchise Agreement governs the operation of an operating Restaurant.

AGREEMENT

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are acknowledged, agree as follows:

1. **Acknowledgment of Expiration of Original Franchise Agreement**. The parties acknowledge and agree that, as of the Effective Date, the Original Franchise Agreement has expired and that the ownership and operation of the Restaurant will hereafter be governed by and subject to the New Franchise Agreement. Notwithstanding the foregoing, you acknowledge and agree that nothing contained in this Addendum will release you and your owners from any obligations under the Original Franchise Agreement that by their nature survive termination (such as, [Section 15 (Indemnification)]); provided, however, that because you will continue operating the Restaurant after the expiration of the Original Franchise Agreement, we waive your obligation to satisfy the post-term obligations set forth in [Section 18 (Post-Termination)] of the Original Franchise Agreement.

2. **Amendment to New Franchise Agreement**.

A. Development of Restaurant. You and we agree that, as of the Effective Date, all the provisions in the New Franchise Agreement that pertain to the initial development of the Restaurant, (including, without limitation, (i) identification and approval of the Location of the Restaurant and the development and opening of your Restaurant as set forth in Section 2, and (ii) our obligation to provide, and your obligation to complete, the initial training as set forth in Section 5.F.), are deemed to have been satisfied but only to the extent that such obligations apply

to the initial development of the Restaurant. You agree to comply with all of your obligations under the New Franchise Agreement (including, without limitation, Section 2 and Section 5.F. thereof) as they apply to the continuation of the operation of the Restaurant.

B. Initial Franchise Fee & Initial Training Fee. Section 4.A. (Initial Franchise Fee) and Section 4.B. (Initial Training Fee) of the New Franchise Agreement are deleted in their entirety.

C. Grand Opening. Section 7.E. (Grand Opening) of the New Franchise Agreement is deleted in its entirety.

D. Other Conditions. You agree to remodel and refurbish the Restaurant and its premises as necessary to comply with the System Standards, including, without limitation, those items reflected on Exhibit A hereto. All such required remodel and refurbishment must be completed by not later than the date shown on Exhibit A and must be demonstrated and verified to us by digital photographs and/or video by not later than that date. [***Note: Delete when not applicable.***]

E. **Release**. You, on behalf of yourself, and your current and former parents, affiliates, and subsidiaries, and each of the foregoing person's or entity's respective direct or indirect owners, officers, directors, employees, representatives, predecessors, spouses, heirs, principals, attorneys, agents, successors, and assigns (collectively, the "**Releasing Parties**"), do hereby absolutely and irrevocably release and discharge us and our parents, subsidiaries, and affiliates, and each of the foregoing entity's current and former owners, officers, directors, employees, managers, agents, representatives, predecessors, successors, and assigns (the "**Franchisor Parties**"), of and from any and all claims, obligations, debts, proceedings, demands, causes of actions, rights to terminate and rescind, liabilities, losses, damages, and rights of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, at law or in equity (collectively, "**Claims**"), which any of them has, had or may have, from the beginning of time to the Effective Date, including, without limitation, those arising out of or relating in any way to the Original Franchise Agreement, the relationship created by the Original Franchise Agreement, or the development, ownership, or operation of the Restaurant. You, on behalf of yourself and on behalf of the other Releasing Parties, further covenant not to sue any of the Franchisor Parties on any of the Claims released by this Section and warrant and represent that you and they have not assigned or otherwise transferred any Claims released by this Section.

If the Restaurant you operate under the Original Franchise and/or New Franchise Agreement is located in Maryland or if any of the Releasing Parties is a resident of Maryland, the following shall apply:

Any general release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. **Miscellaneous**. The New Franchise Agreement shall be amended only in the particulars set forth above. All other provisions of the New Franchise Agreement shall continue in full force and effect as set forth therein. The terms of this Addendum form an integral part, and hereby are incorporated into and made a part, of the New Franchise Agreement. In the event of a

conflict between the terms contained in the New Franchise Agreement and this Addendum, the terms and conditions of this Addendum shall govern, control, and supersede any inconsistent or conflicting terms of the New Franchise Agreement. This Addendum may be signed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. This Addendum may be executed electronically, and a scanned copy of the electronically executed Addendum shall have the same force and effect as an original.

[*Signature page follows*]

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative on dates shown below and made effective as of the Effective Date.

FRANCHISEE:	**FRANCHISOR:**
[NAME OF FRANCHISEE]	**ON SMILE LLC**, a Delaware limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date*: _____ **Effective Date*

EXHIBIT A

REMODELING REQUIREMENTS

[List the remodeling requirements, if any.]

EXHIBIT J

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EXHIBIT K

SAMPLE GENERAL RELEASE

SAMPLE GENERAL RELEASE

ON SMILE LLC ("**we**," "**us**," or "**our**") and the undersigned franchisee ("**you**" or "**your**"), currently are parties to a certain franchise agreement dated _____ _____, 20___ (the "**Agreement**"). You have asked us to take the following action or to agree to the following request: _____ _____ _____ _____. We have the right under the Agreement to obtain a general release from you and your owners as a condition of taking this action or agreeing to this request. Therefore, we are willing to take the action or agree to the request specified above if you and your owners give us the release and covenant not to sue provided below in this document. You and your owners are willing to give us the release and covenant not to sue provided below as partial consideration for our willingness to take the action or agree to the request described above.

Consistent with the previous introduction, you, on your own behalf and on behalf of your affiliated entities, and each such foregoing person's or entity's successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, owners, managers, directors, officers, principals and employees (collectively, the "Releasing Parties"), hereby forever release and discharge us and our current and former affiliated entities, and each such entity's officers, directors, owners, managers, principals, employees, agents, representatives, successors, and assigns (collectively, the "Franchisor Parties") of and from any and all claims, damages (known and unknown), demands, causes of action, suits, duties, liabilities, and agreements of any nature and kind (collectively, "Claims") that you and any of the other Releasing Parties now has, ever had, or, but for this document, hereafter would or could have against any of the Franchisor Parties, including without limitation, (1) arising out of or related to the Franchisor Parties' obligations under the Agreement, or (2) otherwise arising from or related to your and the other Releasing Parties' relationship, from the beginning of time to the date of your signature below, with any of the Franchisor Parties. You, on your own behalf and on behalf of the other Releasing Parties, further covenant not to sue any of the Franchisor Parties on any of the Claims released by this paragraph and represent that you have not assigned any of the Claims released by this paragraph to any individual or entity who is not bound by this paragraph.

We also are entitled to release and covenant not to sue from your owners. By his, her, or their separate signatures below, your owners likewise grant to us the release and covenant not to sue provided above.

If the franchise you operate under the Agreement is located in Maryland or if any of the Releasing Parties is a resident of Maryland, the following shall apply:

> Any general release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the date stated below.

FRANCHISEE: [NAME OF FRANCHISEE]	**FRANCHISOR:** **ON SMILE LLC**, a Delaware limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

California	Not Registered
Hawaii	Not Registered
Illinois	April 25, 2025
Indiana	April 25, 2025
Maryland	Pending
Michigan	Not Registered
Minnesota	Not Registered
New York	Not Registered
North Dakota	Not Registered
Rhode Island	Not Registered
South Dakota	Not Registered
Virginia	Pending
Washington	Not Registered
Wisconsin	Not Registered

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT L

RECEIPTS

RECEIPT
(OUR COPY)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If On Smile LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, On Smile LLC or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Under Iowa law, we must give you this disclosure document at the earlier of our 1st personal meeting or 14 calendar days before you sign an agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

If On Smile LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

Issuance Date: April 25, 2025

The franchisor is On Smile LLC, 13355 Noel Road, Suite 1645 Dallas, TX 75240. Tel: (972) 745-4200. The franchise seller for this offering is:

❑ Jeff Hetsel On Smile LLC 13355 Noel Road, Suite 1645 Dallas, TX 75240 (972) 745-4200	❑ Tony Bowen On Smile LLC 13355 Noel Road, Suite 1645 Dallas, TX 75240 (972) 745-4200	❑ _____ On Smile LLC 13355 Noel Road, Suite 1645 Dallas, TX 75240 (972) 745-4200	❑ _____ On Smile LLC 13355 Noel Road, Suite 1645 Dallas, TX 75240 (972) 745-4200

See Exhibit A for On Smile LLC's registered agents authorized to receive service of process.

I have received a disclosure document dated April 25, 2025, that included the following Exhibits:

Exhibit A	State Administrators/Agents for Service of Process	Exhibit E	List of Franchised Restaurants
Exhibit B	Form Franchise Agreement	Exhibit F	List of Franchisees Who Left System or Not Communicated
Exhibit C	Form Area Development Agreement	Exhibit G	Financial Statements
Exhibit D	Form Incentive Program Addenda	Exhibit H	State Addenda and Agreement Riders
Exhibit D-1	Development Incentive Program Addendum	Exhibit I	Renewal Addendum
Exhibit D-2	Veteran's Incentive Program Addendum	Exhibit J	Manual Table of Contents
Exhibit D-3	Reopen Incentive Program Addendum	Exhibit K	Sample General Release
Exhibit D-4	Underperforming Restaurant Incentive Program Addendum	Exhibit L	Receipts

_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name

Please sign this copy of the receipt, print the date on which you received this disclosure document, and return it, by mail to On Smile LLC, 13355 Noel Road, Suite 1645 Dallas, TX 75240, Attn: Legal. Tel: (972) 745-4200. Email: notices@cicispizza.com.

RECEIPT
(YOUR COPY)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If On Smile LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, On Smile LLC or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Under Iowa law, we must give you this disclosure document at the earlier of our 1st personal meeting or 14 calendar days before you sign an agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

If On Smile LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

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Exhibit D-3	Reopen Incentive Program Addendum	Exhibit K	Sample General Release
Exhibit D-4	Underperforming Restaurant Incentive Program Addendum	Exhibit L	Receipts

_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name

PLEASE SIGN THIS COPY OF THE RECEIPT, PRINT THE DATE ON WHICH YOU RECEIVED THIS DISCLOSURE DOCUMENT AND KEEP IT FOR YOUR RECORDS.