FRANCHISE DISCLOSURE DOCUMENT

East of Chicago Pizza LLC
Ohio limited liability company
121 West High Street, 12th Floor
Lima, OH 45801
(419) 225-7116
info@eastofchicago.com
www.EastofChicago.com

The franchised business is to operate a restaurant under the trade name East of Chicago Pizza that features pizzas, submarine sandwiches, salads, and other menu items.

The total investment necessary to begin operation of an East of Chicago Pizza franchise is $213,900 to $476,000 for a carry-out/delivery only unit, and $319,700 to $690,200 for dine-in/carry-out/delivery unit. This includes $20,000 that must be paid to the franchisor or affiliate. If you sign a Multi-Unit Development Agreement, you will pay an additional $20,000 for each franchise after the initial franchise.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact Mike Williams at 121 West High Street, 12th Floor, Lima OH 45801 and (419) 225-7116.

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

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

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

Issuance date: May 20, 2022

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 G and H.
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 E 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 East of Chicago 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 an East of Chicago Pizza franchisee?	Item 20 or Exhibits G and H lists 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 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 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 grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise 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 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. **<u>Out-of-State Dispute Resolution</u>.** The franchise agreement requires you to resolve disputes with the franchisor by arbitration or litigation only in Ohio. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Ohio than in your own state.

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.

(THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48909
Telephone Number: (517) 373 7117

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EXHIBITS

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

In this disclosure document, “we”, “us,” or “our” refers to East of Chicago Pizza LLC. “You” means the person to whom we grant a franchise. If you are a corporation, limited liability company, or other entity, each owner of the franchise entity must sign our Personal Guaranty, which means that all of the franchise agreement’s provisions also will apply to your owners.

Us, Any Parents, and Certain Affiliates.

Our name is East of Chicago Pizza LLC. Our principal business address is 121 West High Street, 12th Floor, Lima OH 45801. We do not have any parent entities. We do not have any affiliates that offer franchises in any line of business or provide products or services to our franchisees.

Our Predecessor

Our predecessor is East of Chicago Pizza Company. We acquired the assets of the East of Chicago Pizza brand from our predecessor in 2010. Its principal business address is the same as ours.

Our Business Name

We use the names “East of Chicago Pizza LLC” and “East of Chicago Pizza”. We do not intend to use any other names to conduct business.

Agent for Service of Process

Our agent for service of process in Ohio is Anthony Collins, and the agent’s principal business address is 121 West High Street, 12th Floor, Lima OH 45801. Our agents for service of process in other states are disclosed in Exhibit A.

Business Organization

We are a limited liability company organized in Ohio. We were formed on January 1, 2010.

Our Business

Although we do not operate businesses of the type being franchised, our affiliate EOC of Ohio, Inc. operates four East of Chicago Pizza businesses.

We do not have any other business activities.

The Business You Will Conduct

If you sign a franchise agreement with us, you will develop and operate an “East of Chicago Pizza” restaurant that features pizzas, submarine sandwiches, salads, and other menu items (an "EOC Pizza Store"). New stores will primarily be our "Carry Out/Delivery Only" model, but we also have a "Dine In/Carry Out/Delivery" model (some of which have buffets). If you sign a multi-unit development agreement, you will develop multiple East of Chicago Pizza restaurants in an agreed-upon area according to an agreed-upon schedule. Under the multi-unit development agreement, you will have an exclusive territory for development.

The General Market

The general market for pizza restaurants is highly developed and competitive. East of Chicago Pizza can service primarily residential areas, primarily commercial areas, and destination locations. We serve all segments of the public; our target customer base ranges from 18 to 45 years of age and includes both singles and families. Sales are not seasonal (although we allow franchisees to apply for seasonal restaurant operations if appropriate).

Laws and Regulations

The restaurant industry has certain laws and regulations specific to it. The U.S. Food and Drug Administration, the U.S. Department of Agriculture, and various state and local health departments administer and enforce laws and regulations that govern food preparation and service, and sanitary conditions. State and local agencies inspect restaurants for compliance with these requirements. Certain provisions of these laws impose limits on emissions resulting from commercial food preparation. Some states have also adopted or are considering proposals to regulate indoor air quality.

The menu labeling provisions of the Patient Protection and Affordable Health Care Act require restaurant chains with 20 or more units to post caloric information on menus and menu boards, and to provide additional written nutrition information available to consumers upon request. For smaller chains, some states and local governments may require you to comply with laws relating to the labeling that is included on your menus, menu boards, and related materials. Some state and local authorities have also adopted, or are considering adopting, laws or regulations that would affect the content or make-up of food served in restaurants, such as the level of trans-fat contained in a food item.

Some Dine-In restaurants sell beer and wine. To do so, you would need to obtain the applicable license. State and local laws, regulations and ordinances vary significantly in the procedures, difficulty and cost associated with obtaining a license, the restrictions placed on the manner in which alcoholic beverages maybe sold, and the potential liability imposed by dram shop laws addressing injuries directly and indirectly related to the sale of alcohol and its consumption.

Competition

You will compete against national chains, regional chains, and independent owners in the pizza business, as well as other types of restaurants and food purveyors. Some of these competitors are franchised.

Prior Business Experience

Our affiliates have operated East of Chicago Pizza restaurants since 1990. We have offered franchises of East of Chicago Pizza restaurants since 2010. Our predecessor offered East of Chicago Pizza franchises from 1991 until 2010.

We have not offered franchises in other lines of business. None of our affiliates has offered franchises in other lines of business.

Item 2
BUSINESS EXPERIENCE

Anthony Collins - President. Tony Collins is our President and has been our sole owner since April 2008. He is also owner of EOC of Ohio, Inc. (operating four East of Chicago Pizza restaurants).

Michael B. Williams – Operations Vice President. Mike Williams is our Operations Vice President in Lima, Ohio. He has been with East of Chicago Pizza since 1993.

Connie Smith – Operational Services and Quality Assurance. Connie Smith leads our Operational Services and Quality Assurance. She has been with East of Chicago Pizza since 1993.

Allison Reynolds – Director of Marketing. Allison Reynolds has been our Director of Marketing in Lima, Ohio since 2003.

Item 3
LITIGATION

No litigation is required to be disclosed in this Item.

Item 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

Item 5
INITIAL FEES

Franchise Fee

When you sign your franchise agreement, you must pay us $20,000 as the initial franchise fee. In 2021, the initial franchise fee ranged from $0 to $20,000. This fee is not refundable.

Multi-Unit Development

We and you may agree that you will develop a specific number of units by signing a "Multi-Development Agreement" in form attached as Exhibit C. You will sign a separate franchise agreement for each unit prior to opening. You will receive an exclusive territory for development. In lieu of an initial franchise fee, you will pay a development fee when you sign the Multi-Unit Development Agreement equal to $20,000 per store, which we may negotiate based on the number of stores you commit to opening, the time frame, and other factors. This fee is not refundable. We did not sign any Multi-Unit Development Agreements in the prior fiscal year.

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	5% of your Gross Revenues	Weekly, on Tuesday after the end of the prior week	See Note 1 and Note 2.
Marketing Fund Contribution	3% of your Gross Revenues	Weekly, on Tuesday after the end of the prior week	See Note 1 and Note 2.
Market Cooperative Contribution	As determined by co-op. Currently, none.	Weekly, on Tuesday	We have the right to establish local or regional advertising cooperatives.
Non-compliance fee	$250	Upon demand	We may charge you $250 for any non-compliance with our system specifications or your franchise agreement. If such non-compliance is ongoing, we may charge you $250 per week until you cease such non-compliance.
Reimbursement	Amount that we spend on your behalf, plus 10%	Within 15 days of invoice	If we pay any amount that you owe or are required to pay to a third party, you must reimburse us.

Type of Fee	Amount	Due Date	Remarks
Interest and late fee	$100 plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law)	Upon demand	We may charge a late fee if you fail to make a required payment when due.
Insufficient funds fee	$50 (or, if such amount exceeds the maximum allowed by law, then the maximum allowed by law)	Upon demand	We may charge an insufficient funds fee if a payment made by you is returned because of insufficient funds in your account.
Replacement / additional manager training	Currently none, but can be $500 - $2,000 per person	Before the replacement attends training	We reserve the right to charge a fee for training an additional or replacement general manager. We currently do not charge this fee.
Site visits during development	Our travel expenses	Upon demand	We have the right to visit and inspect your premises during construction. The first such visit or inspection shall be at our expense. If we make subsequent visits. we may require to you to reimburse us.
Evaluation of approval of alternate suppliers	$50 - $150 per hour	Upon demand	
Costs of collection	Our actual costs	As incurred	Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us.
Customer complaint resolution	Our expenses	Upon demand	We may take any action we deem appropriate to resolve a customer complaint about your business. If we respond to a customer complaint, we may require you to reimburse us for our expenses.

Type of Fee	Amount	Due Date	Remarks
Records audit	Our actual cost	Upon demand	Payable only if (1) we audit you because you have failed to submit required reports or other non-compliance, or (2) the audit concludes that you under-reported Gross Revenues by more than 2% for any period.
Inspection fee	Currently $300, plus our out-of-pockets costs	Upon demand	Payable only if we conduct an inspection of your business because of a governmental report, customer complaint or other guest feedback, or your default or non-compliance with any system specification.
Non-compliance cure costs and fee	Our out-of-pocket costs and internal cost allocation, plus 10%	When billed	We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase insurance for you), and you will owe our costs plus a 10% administrative fee.
Transfer fee	$5,000	When transfer occurs	Payable if you sell your business.
Renewal fee	50% of the then-current initial franchise fee	Upon renewal	Payable if you renew your franchise agreement term.
Indemnity	Our costs and losses from any legal action related to the operation of your franchise	On demand	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the operation of your franchise (unless caused by our willful act or gross negligence, or our breach of the franchise agreement).
Prevailing party's legal costs	Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party	On demand	In any legal proceeding (including arbitration), the losing party must pay the prevailing party's attorney fees, court costs and other expenses.

All fees are payable only to us. All fees are imposed by us and collected by us. All fees are non-refundable. We do not represent that all fees are uniform for all franchisees; we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate.

There are currently no marketing cooperatives, purchasing cooperatives, or other cooperatives that impose fees on you.

Notes

1. "Gross Revenues" is defined in our franchise agreement the aggregate amount of all sales of food, beverages and other products and merchandise sold and services rendered by your restaurant, but excluding: (a) all taxes collected from customers; (b) all customer refunds and adjustments and promotional discounts; or (c) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Revenues).

2. We currently require you to pay royalty fees and other amounts due to us by pre-authorized bank draft. However, we can require an alternative payment method.

Item 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Carry-Out / Delivery Unit

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial franchise fee	$20,000 - $20,000	Lump sum	Upon signing the franchise agreement	Us
Real estate (see Note 2)	$800 - $4,500	Lump sum	Monthly	Landlord
Security deposits, utility deposits	$1,800 - $10,000	Lump sum	Upon signing lease/starting utility service	Landlord, utility companies
Architectural fees	$4,000 - $12,000	Vendor's terms	Vendor's terms	Architectural firm
Leasehold improvements (see Note 2)	$50,000 - $175,000	Negotiable	Contract terms	General contractor, architects / engineers, others
Furniture, fixtures, signage, equipment (including computer / point-of-sale system), and décor	$85,000 - $150,000	Vendor's terms	Vendor's terms	Designated suppliers

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Signage	$3,500 - $20,000	Vendor's terms	Vendor's terms	Designated suppliers
Smallwares and office equipment	$1,000 $3,000	Vendor's terms	Vendor's terms	Independent suppliers
Opening inventory	$4,000 - $8,000	Vendor's terms	Vendor's terms	Designated suppliers
Professional fees (lawyer, accountant, etc.), governmental permits	$1,200 - $4,000	Lump sum	Vendor's terms	Accounting/legal firms; state, county, and/or city offices
Printing	$1,200 - $3,000	Lump sum	Vendor's terms	Designated suppliers
Uniforms	$400 - $1,500	Vendor's terms	Vendor's terms	Designated suppliers
Grand opening marketing and expenses	$1,000 - $5,000	Vendor's terms	Vendor's terms	Various
Working capital and miscellaneous (Note 4)	$20,000 - $30,000	Vendor's terms	Vendor's terms	Various
Additional funds (for first three months) (see Note 5)	$20,000 - $30,000			Employees, vendors, landlord, utilities, us
Total	$213,900 - $476,000			

<u>Dine In / Carry Out / Delivery Unit</u>

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial franchise fee	$20,000 - $20,000	Lump sum	Upon signing the franchise agreement	Us
Real estate (see Note 2)	$1,600 - $6,000	Lump sum	Monthly	Landlord

Type of expenditure	Amount			Method of payment	When due	To whom payment is to be made
Security deposits, utility deposits	$2,600	-	$8,000	Lump sum	Upon signing lease/starting utility service	Landlord, utility companies
Architectural fees	$5,000	-	$20,000	Vendor's terms	Vendor's terms	Architectural firm
Leasehold improvements (see Note 2)	$90,000	-	$275,000	Negotiable	Contract terms	General contractor, architects / engineers, others
Furniture, fixtures, signage, equipment (including computer/ point-of-sale system), and décor	$130,000	-	$220,000	Vendor's terms	Vendor's terms	Designated suppliers
Signage	$5,000	-	$35,000	Vendor's terms	Vendor's terms	Designated suppliers
Smallwares and office equipment	$1,500	-	$4,000	Vendor's terms	Vendor's terms	Independent suppliers
Opening inventory	$4,500	-	$12,000	Vendor's terms	Vendor's terms	Designated suppliers
Professional fees (lawyer, accountant, etc.), governmental permits (Note 3)	$1,500	-	$4,500	Lump sum	Vendor's terms	Accounting/legal firms; state, county, and/or city offices
Printing	$2,200	-	$4,000	Lump sum	Vendor's terms	Designated suppliers
Uniforms	$800	-	$1,700	Vendor's terms	Vendor's terms	Designated suppliers
Grand opening marketing and expenses	$5,000	-	$10,000	Vendor's terms	Vendor's terms	Various
Working capital and miscellaneous expenses (see Note 4)	$25,000	-	$35,000	Vendor's terms	Vendor's terms	Various
Additional funds (for first three months) (see Note 5)	$25,000	-	$35,000			Employees, vendors, landlord, utilities, us

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Total	$319,700 - $690,200			

If you sign a Multi-Unit Development Agreement, your expenses will be the same as described above, multiplied by the number of restaurants you develop. In lieu of the franchise fee, you will pay a $20,000 development fee per store to obtain an exclusive territory. This fee is not refundable.

Notes

1. The initial franchise fee is not refundable. A security deposit on your lease will usually be refundable unless you owe money to the landlord for unpaid amounts or damages. A utility deposit will be refundable upon termination of the utility service, unless you owe money to the provider. None of the other expenditures in this table will be refundable.

2. The approximate size of an East of Chicago Pizza business is 1,200 to 1,500 square feet for the “carryout/delivery” model. Rent depends on size, location, local rental rates, site profile, amenities, and other factors, and could be significantly higher in high-density areas. Our estimates assume that your lease will have free rent period for the time it takes to build out your location, and that you will pay one month of rent before opening. Your business will be located in a free-standing building, an “in-line” location of a shopping center, or other commercial restaurant site in an urban, suburban, or town area. We expect that you will rent your location. If you choose to purchase real estate instead of renting, your costs will be significantly different.

3. Some of our dine-in/buffet units serve beer and wine. The cost of a license to serve alcoholic beverages will vary widely by jurisdiction, and the cost of the license is not included in this estimate. If you plan to serve alcoholic beverages, you should investigate the cost of the appropriate license in your jurisdiction.

4. You will have various other expenses that will vary according to your location and plans. Examples of these other potential expenses include travel to attend training, insurance, and pre-opening compensation to employees.

5. This includes any other required expenses you will incur during the initial period of operations, such as payroll, additional inventory, rent, and other operating expenses in excess of income generated by the business. It does not include any salary or compensation for you. In formulating the amount required for additional funds, we relied on the following factors, basis, and experience: the development of existing East of Chicago pizza businesses and our general knowledge of the industry.

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

We may require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your business (1) either from us or our designee, or from suppliers approved by us, or (2) according to our specifications. You must comply with any changes we make in the future to these requirements.

Specific Obligations

The following are our current specific obligations for purchases and leases:

1. Real Estate. Your business location is subject to our approval and must meet our specifications.

2. Insurance. You must obtain insurance as described in the Franchise Agreement and in our Manual, which includes (i) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit, (ii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000, (iii) All Risk property insurance in amount not less than the replacement costs of the restaurant, and (iv) Workers Compensation coverage as required by state law. Your insurance policies must add us as additional insured.

3. Point-of-sale software and hardware, and related software and hardware. You must purchase (or lease) the point-of-sale software and hardware, and related software and hardware, that we specify. See Item 11 for more details.

4. Trade Secret Products / Proprietary Products. To operate the business, you must purchase certain items that incorporate our trade secrets and/or are unique and proprietary to our system. These products are made to our specifications and you may purchase them only from suppliers that we designate. Currently, our pizza sauce, dough, cheese and sub buns are proprietary to our system.

5. Products With Trademarks. We require you to use certain products which bear our logo or other proprietary trademarks. You must buy such products only from manufacturers that we approve in writing. Examples of such products include employee uniforms, signs, paper goods, and packaging.

6. Distributor. We require you to use SOFO Foods as your primary distributor.

7. Products and Suppliers. We require you to use certain specified products and suppliers for your menu items. These include Campbell's Soup, Marzetti, Pierce Chicken, Pilgrim's Pride, Rock Tenn CP, and Stanislaus.

8. Equipment. We require certain specific types of equipment at your restaurant, such as pizza ovens which must be purchased from Middleby Marshall or XLT.

9. Sign Manufacturer. You must purchase your signage from an approved sign manufacturer.

Us or our Affiliates as Supplier

Neither we nor any affiliate is a supplier of any good or service that you must purchase.

Ownership of Suppliers

None of our officers owns an interest in any supplier to our franchisees.

Alternative Suppliers

If you want to use a supplier that is not on our list of approved suppliers, you must request our approval in writing. We will grant or revoke approvals of suppliers based on criteria appropriate to the situation, which may include evaluations of the supplier's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Our criteria for approving suppliers are not available to you. We permit you to contract with alternative suppliers who meet our criteria only if you request our approval in writing, and we grant approval. We will provide you with written notification of the approval or disapproval of any supplier you propose within 30 days after receipt of your request. We may grant approvals of new suppliers or revoke past approvals of suppliers on written notice to you.

Issuing Specifications and Standards

We issue specifications and standards to you for the aspects of your business described above in this Item under "Specific Obligations". The specifications and standards are contained in our Manual, and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our Manual and/or issuing new written directives (which may be communicated to you by any method we choose). We will generally (but not are not obligated to do so) issue new or revised specifications only after evaluating the intended changes. We may also conduct testing in our headquarters, in company-owned outlets, and/or a limited market test in multiple units.

Revenue to Us and Our Affiliates

We will derive revenue from the required purchases and leases by you and other franchisees. Our total revenue in 2021 was $4,558,815. Our revenue from all purchases and leases of products and services by franchisees in the prior fiscal year was $1,055,319. The percentage of our total revenues that were from required purchases or leases in the prior fiscal year was 23.1%.

Proportion of Required Purchases and Leases

We estimate that these required purchases and leases to establish your business are 40-65% of your total purchases and leases to establish your business.

We estimate that these required purchases and leases of goods and services to operate your business are 40-65% of your total purchases and leases of goods and services to operate your business.

Payments by Suppliers to Us

We receive payments from designated suppliers based on purchases by you or other franchisees on the following basis:

Supplier	Basis of Payment
Campbell's Soup	$2.50 per case on frozen condensed soup
	$1.00 per case macaroni & cheese
Tyson	$1.00 per case BL UNCKD STKH TNDLN FRT
	$2.00 per case FC OR MED 1&2 WNG
	$0.80 per case FC GLDN BST CHNK TRL
	$0.80 per case FC FAJ SSND CKN BST STP
International Paper	9% on pizza boxes
SOFO Foods	Annual flat payment
Stanislaus	$1.00 per case of pizza and spaghetti sauces

Purchasing or Distribution Cooperatives

No purchasing or distribution cooperative currently exists.

Negotiated Arrangements

We negotiate volume discounts with certain food suppliers and other vendors for the benefit of franchises.

Benefits Provided to You for Purchases

We do not provide any material benefit to you based on your purchase of particular goods or services, or your use of particular suppliers.

Item 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/lease	§ 3	Item 11
b. Pre-opening purchase/leases	§ 3	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	§ 3	Items 5, 7, 8 and 11
d. Initial and ongoing training	§§ 4, 9	Items 5, 6, 8 and 11
e. Opening	§ 3	Items 7, 8 and 11
f. Fees	§§ 6, 14.3, 17.3	Items 5, 6 and 7
g. Compliance with standards and policies/Operations Manual	§ 4, 9	Items 8, 11 and 14
h. Trademarks and proprietary information	§§ 5, 7	Items 13 and 14
i. Restrictions on products/services offered	§ 9	Items 8, 11 and 16
j. Warranty and customer service requirements	N/A	N/A
k. Territorial development and sales quotas	N/A	Item 12
l. Ongoing product/service purchases	§ 9	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	§§ 3, 9	Items 6, 7 and 8
n. Insurance	§ 9	Items 6, 7 and 8
o. Advertising	§ 10	Items 6, 7, 8 and 11
p. Indemnification	§ 17	Items 6 and 8
q. Owner's participation/management/staffing	§ 8, 9	Items 15
r. Records and reports	§ 11	Item 11
s. Inspections and audits	§ 12	Items 6 and 11
t. Transfer	§ 13	Items 6 and 17
u. Renewal	§ 15	Items 6 and 17
v. Post-termination obligations	§ 16	Item 17
w. Non-competition covenants	§§ 7, 13, 16	Item 17
x. Dispute resolution	§ 18	Items 6 and 17

Item 10
FINANCING

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

Our Pre-Opening Obligations

Before you open your business:

1. We will review and advise you regarding potential locations that you submit to us. (Franchise Agreement Section 3.1). We do not generally own your site or lease it to you. Your site will be in area we specify, and subject to our approval. Before you acquire, by lease or purchase, any site for your restaurant, you must submit a complete site information form to us. We will review each site information form and determine whether to accept or reject the site after considering factors we deem appropriate, including the general location and neighborhood, demographic information, traffic patterns, access, visibility, locations of other restaurants and food establishments, size, configuration, appearance and other physical characteristics. If we accept the site, we will deliver to you a signed site acceptance form. We will make a decision within 30 days after we receive all site materials. If we and you cannot agree on a site, you will be unable to comply with your obligation to develop and open the franchise by the deadline stated in the franchise agreement. Unless we agree to extend the deadline, you will be in default and we may terminate your franchise agreement, resulting in a loss of your initial franchise fee.

2. We will furnish you with an operational concept plan for your restaurant and guidance in developing your restaurant. (Section 3.3). We are not obligated to assist you in conforming your office to local ordinances and building codes and obtaining any required permits. We are not obligated to provide you any other assistance in constructing, remodeling, or decorating your premises.

3. We provide training to you and at least one manager or assistant manager, as described below. (Section 4.1). All hiring decisions and conditions of employment are your sole responsibility, except that we may set minimum requirements and qualifications for classes of employees. Our grand opening support (as described below) includes advising you on training employees.

4. We will provide you a list of our specifications and approved suppliers for equipment, signs, fixtures, opening inventory, and supplies necessary to open your business. (Section 3.4). We do not provide these items directly; we only provide the names of approved suppliers. We do not deliver or install these items.

5. We will give you access to our Operations Manual (Section 4.3).

6. If you have not previously owned or managed an EOC Pizza Store, we will have a representative provide on-site support for at least 10 days in connection with your grand opening. (Section 3.5).

Length of Time to Open

The typical length of time between signing the franchise agreement and the opening of your business is 90 - 180 days. Factors that may affect the time period include whether or not you have an approved site at the time you sign your franchise agreement, your ability to obtain a lease, financing or building permits, zoning and local ordinances, weather conditions, shortages, or delayed installation of equipment, fixtures, and signs.

Our Post-Opening Obligations

After you open your business:

1. We will provide periodic guidance to you with regard to the System, including improvements and changes. (Section 4.1)

2. We will periodically modify the Operations Manual to reflect changes in standards, specifications, operating procedures, and other matters. (Section 4.3)

3. We will periodically issue specifications, standards, methods, and operating procedures for EOC Pizza Stores. (Section 9.4);

4. Subject to certain conditions, we will review the capabilities of proposed suppliers of food products, equipment, and supplies. (Sections 3.4 and 9.3)

5. We administer the Marketing Fund for development of advertising and related programs and materials. (Section 10.1)

6. We may provide periodic and on-going training programs for you and your Operating Partner (described in Item 15) and your other personnel.

Advertising

1. *Our obligation*. We manage the Marketing Fund. We will use the Marketing Fund only for marketing and related purposes and costs.

2. *Your own advertising material*. You may use your own advertising or marketing material only with our approval. To obtain our approval, you must submit any proposed advertising or marketing material at least 14 days prior to use. If we do not respond, the material is deemed rejected. If you develop any advertising or marketing materials, we may use those materials for any purpose, without any payment to you.

3. *Advertising council*. We do not have an advertising council composed of franchisees. The franchise agreement does not give us the power to form an advertising council.

4. *Local or Regional Advertising Cooperatives.* We have the right to establish local and/or regional advertising cooperatives for EOC Pizza Stores in your local and/or regional area, covering the geographical areas we may designate from time to time. We have the right to form, change, dissolve, or merge advertising cooperatives.

You must participate in the advertising cooperatives and their programs and abide by their by-laws. You must contribute the amounts to the advertising cooperative(s) as they determine from time to time in accordance with their by-laws. Any EOC Pizza Stores that our affiliates or we own located in the designated local or regional area(s) will contribute to the cooperatives on the same basis. If our outlets have controlling voting power, there is no maximum on fees that could be imposed. Contributions to the local and regional advertising cooperatives are credited toward the local area fund (LAF) advertising expenditures required by the Franchise Agreement. However, if we provide you and your local and/or regional advertising cooperative 90 days' notice of a special regional promotion, you must participate in the promotion. You will pay us any regional advertising fees assessed in connection with the program beginning on the effective date of the notice and continuing until the regional promotion is concluded. Any regional advertising fees will be an addition to, and not credited toward the LAF advertising expenditure required by the Franchise Agreement.

The by-laws of your advertising cooperative will be made available for you to review. We will administer the advertising cooperatives with the assistance of an outside independent accounting firm. The financial statements of the advertising cooperatives may be audited and the reports will be made available to you. Each EOC Pizza Store located within the local or regional area of the advertising cooperative will be entitled to one vote. Advertising conducted by the cooperatives may be in various media including television, radio, internet, magazine, newspaper, billboards, transits, and aerial advertising.

5. *Marketing Fund*. We administer a marketing fund ("Marketing Fund") for the creation and development of marketing, advertising, and related programs and materials, including electronic, print, and internet media, as well as the planning and purchasing of national and/or regional network advertising. You must contribute 3% of your gross revenues to the Marketing Fund.

We will have sole discretion over all aspects of programs financed by the Marketing Fund, including national or regional media, creative concepts, materials, endorsements, and agency relationships. Although the Marketing Fund is intended to maximize general recognition and patronage of the Marks for the benefit of all EOC Pizza Stores, we cannot assure you that any particular EOC Pizza Store will benefit directly or pro-rata from the placement of advertising. The Marketing Fund may be used to pay for the cost of preparing and producing materials and programs we select, including video, audio, electronic, and written advertising materials. We may furnish you with marketing, advertising, and promotional materials at cost, plus any related administrative, shipping, handling, and storage charges.

The Marketing Fund will be accounted for separately from our other funds. While our intent is to balance the Marketing Fund on an annual basis, the Marketing Fund may run at either a surplus or deficit. Any remaining amounts in the Marketing Fund are carried over to the next year. All disbursements from the Marketing Fund shall be made first from income and then from contributions. We may spend in any fiscal year an amount greater or less than the aggregate contributions of all EOC Pizza Stores to the Marketing Fund in that year. The Marketing Fund may borrow from us or other lenders to cover deficits in the Marketing Fund or the Marketing Fund may invest any surplus for future use by the Marketing Fund. We will prepare annually a statement of monies collected and costs incurred by the Marketing Fund and furnish you a copy upon your written request. The Marketing Fund is not audited. Except as otherwise expressly provided in the Franchise Agreement, we assume no direct or indirect liability or obligation with respect to the maintenance, direction or administration of the Marketing Fund. We do not act as a trustee or in any other fiduciary capacity with respect to the Marketing Fund. For the fiscal year ended December 31, 2021, 100% of spending by the Marketing Fund was used to pay for production and distribution of advertising and promotional materials (including printing and mailing advertising materials to consumers), and associated overhead. We provide accounting and administrative services to the Marketing Fund, for which we may receive an annual reimbursement from the Marketing Fund. We may seek the advice of owners of EOC Pizza Stores by formal or informal means with respect to the creative concepts and media used for programs financed by the Marketing Fund. At our sole discretion, we may establish a marketing advisory council. We will appoint members to the marketing advisory council, which will serve only in an advisory capacity. We will have the final authority for all respects of the marketing advisory council. We will have the right to change or dissolve the marketing advisory council.

No money from the Marketing Fund is spent principally to solicit new franchise sales.

6. *Required Spending and Local Advertising Fund*. You agree to spend for locally advertising your EOC Pizza Store at least 2% of your gross revenues. These amounts spent on local advertising and promotion will be designated as local advertising funds ("LAF"). If we determine, at some later date, that you have spent less than the required amount during the then most recently completed four consecutive fiscal quarters for locally advertising and promoting your EOC Pizza Store, we may collect LAF contributions directly. You use the LAF monies to pay for the cost of implementing local marketing plans developed by you and approved by us. Advertising expenditures do not include amounts spent for items, which we, in our reasonable judgment, deem inappropriate for meeting the minimum advertising requirement. Such expenditures include permanent on-premises signs and menu boards, lighting, menus, personal salaries, or administrative costs, transportation vehicles (even though the vehicles may display the Mark), discounts, free offers, and employee incentive programs.

<u>Point of Sale and Computer Systems</u>

We require you to buy (or lease) and use our specified point-of-sale system and related computer system and hardware (such as POS workstation, receipt printers, and cash drawers). The system manages (and stores data regarding) order entry, customer information, delivery and catering, menu, inventory/food costing, labor, and other aspects of your business.

We estimate that these systems will cost between $15,000 and $25,000 to purchase.

We are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates. We do not require you enter into any such contract with a third party.

You must upgrade or update any system when we determine. There is no contractual limit on the frequency or cost of this obligation.

We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts will be $1,800 to $4,000.

You must give us independent access to the information that will be generated or stored in these systems. The information that we may access will include sales, labor, customer information, and other data. There is no contractual limitation on our right to access the information.

Operations Manual

See Exhibit F for the table of contents of our Operations Manual as of our last fiscal year end, with the number of pages devoted to each subject. The total number of pages in the manual is 120.

Training Program

Our training program consists of the following:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Standards of Operation	2-4	0	Corporate Training Facility
Food Safety - General	2-4	0	Corporate Training Facility
Human Resource	2-4	0	Corporate Training Facility
Marketing	4	0	Corporate Training Facility
Scheduling	1	0	Corporate Training Facility
Making Product	1-2	30 - 40	Store determined by us
TOTALS	12 – 19	30-40	

Training classes are held on an as needed basis as approved franchisees near their acquisition date or opening date for their franchised location. Most classes will be held in the Corporate Training Facility in an open lecture format. The facility is currently in Upper Sandusky, Ohio, but the location is subject to change. Classes involving making the products will be done in an open East of Chicago location determined by the corporate office. In most cases one of our affiliate's stores will be used. In some cases, a franchised location will be used.

The training will be based on our Operating Manual. Training is led by Rob Frye, who has 10 years in our industry and 6 years with us, and by Connie Smith, who has 27 years in our industry and 27 years with us.

Your designated Operating Partner must complete training to our satisfaction prior to store acquisition or opening.

You may send a second person (in addition to the Operating Partner) to our initial training program for no additional fee. If you choose to send more than two people to our initial training program, there is a fee of $500 per person, if we decide to charge it. All travel and living expenses of your Operating Partner and your staff are your responsibility.

Item 12
TERRITORY

Your Location

Your franchise will operate from a specific location. If the specific location is not known at the time you sign a franchise agreement, then your location is subject to our approval.

Grant of Territory

Your franchise agreement will specify a territory, which will typically be a radius of one to four miles around your restaurant, depending on the population density and characteristics. We may define the territory by a radius around your business, by trade area, or other boundaries we deemed appropriate. See below for information on the nature of your territorial protection.

Relocation

You do not have the right to relocate your business, and we have no obligation to approve any request for relocation. Our policy is to approve relocation of a franchisee's business on case-by-case basis, considering factors such as changes in demographics, profitability of your current business, or a loss of your premises due to circumstances beyond your control.

Establishment of Additional Outlets

When you sign your Franchise Agreement, we and you may mutually agree to sign a "Multi-Unit Development Agreement" in the form of Exhibit C ("MUDA"). Under the MUDA, you will have the right and obligation to develop a specific number of outlets according to an agreed development schedule. The conditions for your development of each additional outlet include (1) you obtain our approval of each additional site, (2) you are in compliance with your development schedule and each of your franchise agreements, and (3) you sign a new franchise agreement (on our then-current form) prior to opening each additional outlet. If you and we do not sign the MUDA, then you do not have the right to establish additional franchised outlets.

If you sign a MUDA, it will specify a Development Area. In your Development Area, we will not we will not open an EOC Pizza Store, nor license or franchise another party to open an EOC Pizza Store, except in "non-traditional" locations (such as college campuses, office buildings, hospitals, hotels, motels, casinos, resorts, turnpike or other limited access highway rest stops, airport facilities, inter-metropolitan train and/or bus stations, grocery stores, convenience stores, supermarkets, malls, department stores, sports venues, entertainment facilities or mobile units located temporarily at special events).

Under the MUDA, you receive limited protection from competition as described in the prior paragraph.

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

Options to Acquire Additional Franchises

You do not receive any options, rights of first refusal, or similar rights to acquire additional franchises.

Limited Territory Protection; Alternate Channels of Distribution

Location of Other EOC Pizza Stores. Your franchise agreement will specify a protected territory, as described above. In your protected territory, we will not open an EOC Pizza Store, nor license or franchise another party to open an EOC Pizza Store, except in "non-traditional" locations (such as college campuses, office buildings, hospitals, hotels, motels, casinos, resorts, turnpike or other limited access highway rest stops, airport facilities, inter-metropolitan train and/or bus stations, grocery stores, convenience stores, supermarkets, malls, department stores, sports venues, entertainment facilities or mobile units located temporarily at special events).

Delivery. You will receive a territory in which you deliver and cater to customers ("Delivery Area"). No other East of Chicago Pizza store will deliver or cater in your Delivery Area. We reserve the right to alter your Delivery Area at any time.

Under your franchise agreement, you receive limited protection from competition as described in the prior two paragraphs.

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

There are no other restrictions on us from soliciting or accepting orders from consumers inside your territory. We reserve the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory using our principal trademarks or using trademarks different from the ones you will use under your franchise agreement. We do not pay any compensation to you for soliciting or accepting orders from inside your territory.

Your territorial protection does not depend on achieving a certain sales volume, market penetration, or other contingency.

Soliciting by You Outside Your Territory

You may not deliver or cater outside of your Delivery Area.

Competition by Us Under Different Trademarks

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark and that business sells or will sell goods or services similar to those you will offer. However, the franchise agreement does not prohibit us from doing so.

Item 13
TRADEMARKS

The following are the principal trademarks (the “Marks”) that we license to you. These trademarks are registered on the Principal Register of the United States Patent and Trademark Office:

Trademark	**Registration Date**	**Registration Number**
	July 16, 2013	4367621
East of Chicago Pizza Company	January 26, 1993	1749030
Pizza Done Right!	July 1, 2014	4558266

We have filed all required affidavits. The “East of Chicago Pizza Company” trademark has been renewed. There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court. There are no pending infringement, opposition, or cancellation proceedings. There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark. There are no currently effective agreements that significantly limit our rights to use or license the use of trademarks listed above in a manner material to the franchise. We do not know of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks.

You must immediately notify us of any apparent infringement of or challenge to your use of any Mark, or claim by any person of any rights to any Mark. In addition, you must not communicate with any person other than our counsel and us in connection with any infringement, challenge or claim. We will have sole discretion to take any action we deem appropriate and will have the right to control exclusively any litigation or PTO or other administrative proceeding arising out of any infringement, challenge or claim, or otherwise relating to any Mark. You must execute all instruments and documents, provide assistance and do all acts and things as, in the opinion of our counsel, may be necessary or advisable to protect our interests in any litigation or PTO or other administrative proceeding or otherwise to protect our interests in the Marks.

We will indemnify you against, and reimburse for, all damages for which you are held liable in any proceeding arising out of your authorized use of any Mark under the Franchise Agreement and, except as provided in the Franchise Agreement, for all costs you reasonably incur in defending any claim brought against you or any proceeding in which you are named as a party, if you have timely notified us of the claim or proceeding and your owners are in compliance with the Franchise Agreement and all other agreements entered into with us or our affiliates. At our discretion, we will be entitled to prosecute, defend or settle any proceeding arising out of your use of any Mark and, if we decide to prosecute, defend or settle any matter, we will have no obligation to indemnify or reimburse you for any fees or disbursement for counsel you retain.

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We do not own rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications.

Copyrights

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U. S. Copyright Act, whether or not we have obtained registrations. This includes our Operations Manual as well as all other sales, training, management and other materials that we have created or will create. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for the purpose of your franchised business.

We do not have any registered copyrights. There are no pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U. S. Copyright Office (Library of Congress) or any court regarding any copyright. There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials. We do not know of any copyright infringement that could materially affect you. We are not required by any agreement to protect or defend copyrights or confidential information, although we will do so when this action is in the best interest of the brand.

Proprietary Information

We have a proprietary, confidential Operations Manual and related materials that include guidelines, standards and policies for the development and operation of your business. We also claim proprietary rights in other confidential information or trade secrets that include (a) ingredients, recipes, and methods of preparation and presentation of authorized food products; (b) site selection criteria for EOC Pizza Stores and plans and specifications for the development of EOC Pizza Stores; (c) sales, distribution, delivery, marketing and advertising programs and techniques for EOC Pizza Stores; (d) identity of suppliers and customers and knowledge of specifications and pricing for authorized products, materials, supplies and equipment; (e) knowledge of operating results and financial performance of EOC Pizza Stores, other than the EOC Pizza Stores you own; (f) methods of inventory control, storage, product handling, training and management relating to EOC Pizza Stores; (g) computer systems and software programs utilized in the operation of EOC Pizza Stores; and (h) any and all other information that we provide you that is labeled proprietary or confidential.

You must protect the confidentiality of our Operations Manual and other proprietary information, and use our confidential information only for your franchised business. We may require your owners and key employees to sign confidentiality agreements.

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

You (or, if you are an entity, one of your owners) must participate personally in the direct operation of the business. You must designate one person as your "Operating Partner". The Operating Partner is the executive primarily responsible for your business and has decision-making authority on behalf of the business. The Operating Partner must own at least 10% of the business. The Operating Partner must complete our initial training program. The Operating Partner must complete any post-opening training programs that we develop in the future. The Operating Partner must make reasonable efforts to attend all in-person meetings and remote meetings (such as telephone or video conference calls), including regional or national brand conferences, that we require. The Operating Partner cannot fail to attend more than three consecutive required meetings.

The Operating Partner must exert full-time (40 hours or more each calendar week) and best efforts to the development and operation of the franchise business, and may not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility or time commitments or otherwise may conflict with your obligations under the Franchise Agreement. The Operating Partner must at all times must remain active in overseeing the operations of the franchised business.

If your business is owned by an entity, all owners of the business must sign our Guaranty and Non-Compete Agreement (see Exhibit C).

There is no limit on whom you can hire as an on-premises supervisor. The general manager of your business (whether that is you or a hired person) must successfully complete our training program. If we request, you must have your general manager sign a confidentiality and non-compete agreement. We do not require you place any other restrictions on your manager.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale only menu items, goods and services that we have approved.

You must offer for sale all menu items, goods and services that we require. We have the right to change the types of authorized menu items, goods or services, and there are no limits on our right to make changes. We may, in our discretion, establish certain marketing programs, including limited time offers, with which you must participate.

We do not restrict your access to customers, except that (i) you may sell only for individual consumption (i. e., you are not permitted to sell pizza mixes in bulk or make sales intended for resale to supermarkets, convenience stores, restaurants, institutional feeders or other business establishments), (ii) you may not deliver outside of your Delivery Area.

You must comply with all guidelines we establish for delivery to customers.

You may not use your EOC Pizza Store for any purpose other than the operation of an EOC Pizza Store in compliance with the Franchise Agreement.

We may conduct market research to determine consumer trends and salability of new food products and services. You must participate in our market research programs by test marketing new food products and services in your EOC Pizza Store and providing us with timely reports and other relevant information regarding any market research. You must provide a reasonable quantity of test products and make a reasonable effort to sell them

Item 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	§ 2	10 years from date you open your store
b. Renewal or extension of the term	§ 15	You may obtain a successor franchise agreement for one additional 10- year term.

Provision	Section in franchise or other agreement	Summary
c. Requirements for franchisee to renew or extend	§ 15	For our franchise system, "renewal" means that at the end of your term, you sign our successor franchise agreement for one additional 10-year term. You may be asked to sign a contract with materially different terms and conditions than your original contract. To renew, you must give advance notice to us; be in compliance; renovate to then-current standard; sign then-current form of franchise agreement; sign general release (unless prohibited by applicable law); pay renewal fee.
d. Termination by franchisee	Not Applicable	
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	§ 14. 2	
g. "Cause" defined--curable defaults	§ 14	You have 24 hours to cure health violations; 10 days to correct delinquent payments due to us; 15 days to correct delinquent payments due to suppliers; and 15 days to cure breaches of Franchise Agreement
h. "Cause" defined--non-curable defaults	§ 14	Includes insolvency, judgment in excess of $10,000, attachment of assets, failure to open or abandonment of business, foreclosure of lien or cancellation of lease, misrepresentations, lose lease, felony, commit an act which believe will adversely affect our brand; unauthorized transfer, unauthorized disclosure of confidential information, libel or slander of us, breach of other agreements with our affiliates, 3 defaults in the same 12-month period.

Provision	Section in franchise or other agreement	Summary
i. Franchisee's obligations on termination/non-renewal	§ 16	Discontinue use of our trademarks, confidential information, and any mode of internet communications; transfer to us the domain name for the Franchise Business; de-identify your business; return Operations Manual; notify telephone company; pay all moneys owed to us and provide evidence of your compliance within 30 days of termination.
j. Assignment of agreement by us	§ 19	Unlimited
k. "Transfer" by franchisee - defined	§ 1	The sale or other transfer of the Franchise Agreement, any ownership of franchisee, or any ownership of the EOC Pizza Store, including: (a) any transfer, redemption or issuance of a legal or beneficial ownership interest in the capital stock of, or a partnership interest in, you or of any interest convertible to or exchangeable for capital stock of, or a partnership or membership interest in, Franchisee; (b) any merger or consolidation of you, whether you are the surviving entity; (c) any transfer in, or as a result of, a divorce, insolvency, dissolution proceeding or otherwise by operation of law; (d) any transfer upon your death or any Principal by will, declaration of or transfer in trust or under the laws of intestate succession; or (e) any foreclosure upon the Franchised Store or the transfer, surrender or loss by you of possession, control or management of the Franchised Store.
l. Franchisor's approval of transfer by franchisee	§ 13	No transfers without our approval, which will not be unreasonably withheld if certain conditions are met.

Provision	Section in franchise or other agreement	Summary
m. Conditions for franchisor's approval of transfer	§ 13	Store must be in operation. You must be in compliance with Franchise Agreement. Transferee must qualify, complete training, and sign new or existing Franchise Agreement. Transferee may not be a public company. All your stores must be transferred and transfer fee must be paid. You must subordinate debts and sign a general release and non-compete agreement. We must approve price and payment terms. There must be no adverse franchise legislation. You must do other things we request.
n. Franchisor's right of first refusal to acquire franchisee's business	§ 13	We can match any bona fide offer for the franchise business within 30 days from delivery of a complete and accurate copy of offer.
o. Franchisor's option to purchase franchisee's business	§ 16	We may acquire your business assets by giving you notice within 15 days of termination/expiration, at fair market value.
p. Death or disability of franchisee	§ 13	If you die or become incapacitated, your executor must transfer the business to a third party within six months.
q. Non-competition covenants during the term of the franchise	§ 7	Neither you, any owner of the business, or any spouse of an owner may have ownership interest in, or be engaged or employed by, any other pizza business.
r. Non-competition covenants after the franchise is terminated or expires	§ 16	For three years, no ownership or employment by a competitor in your former territory or within 5 miles of any other East of Chicago Pizza business.
s. Modification of the agreement	§ 10 and 19	No modification or amendment of the franchise agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications.

Provision	Section in franchise or other agreement	Summary
t. Integration/merger clause	§ 19	The franchise agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations. However, this does not disclaim the representations made by us in this disclosure document.
u. Dispute resolution by arbitration or mediation	§ 18	All disputes are resolved by arbitration (except for injunctive relief).
v. Choice of forum	§ 18	Allen County, Ohio State Court and United States District Court of the Northern District of Ohio, Western Division in Toledo.
w. Choice of law	§ 18	Ohio (unless other state law applies).

Multi-Unit Development Agreement

Provision	Section in Development Agreement	Summary
a. Length of the franchise term	§ 1	The end of the Development Schedule.
b. Renewal or extension of the term	Not applicable	
c. Requirements for franchisee to renew or extend	Not applicable	
d. Termination by franchisee	Not applicable	
e. Termination by franchisor without cause	Not applicable	
f. Termination by franchisor with cause	§ 4	
g. "Cause" defined--curable defaults	Not applicable	
h. "Cause" defined--non-curable defaults	§ 4	You fail to satisfy the development schedule; we have the right to terminate any franchise agreement with you due to your default
i. Franchisee's obligations on termination/non-renewal	Not applicable	

Provision	Section in Development Agreement	Summary
j. Assignment of agreement by us	§ 7	There are no limits on our right to assign the Development Agreement.
k. "Transfer" by franchisee - defined	§ 7	As defined in franchise agreement
l. Franchisor's approval of transfer by franchisee	§7	
m. Conditions for franchisor's approval of transfer	§ 7.4	No transfer without our approval
n. Franchisor's right of first refusal to acquire franchisee's business	Not applicable	
o. Franchisor's option to purchase franchisee's business	Not applicable	
p. Death or disability of franchisee	Not applicable	
q. Non-competition covenants during the term of the franchise	Not applicable	
r. Non-competition covenants after the franchise is terminated or expires	Not applicable	
s. Modification of the agreement	§ 7	No modification or amendment of the franchise agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications.
t. Integration/merger clause	§ 7	The franchise agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations. However, this does not disclaim the representations made by us in this disclosure document.
u. Dispute resolution by arbitration or mediation	§ 7	All disputes are resolved by arbitration (except for injunctive relief) (subject to applicable state law).

Provision	Section in Development Agreement	Summary
v. Choice of forum	§ 7	Allen County, Ohio State Court and United States District Court of the Northern District of Ohio, Western Division in Toledo (subject to applicable state law).
w. Choice of law	§ 7	Ohio (subject to applicable state law).

For additional disclosures required by certain states, refer to Exhibit I - State Addenda to Disclosure Document

Item 18
PUBLIC FIGURES

We do not use any public figure to promote our franchise.

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

Table 1: 2021 Systemwide Sales

	All Stores	Highest 20%	Lowest 20%	Company	Franchised
Number of Stores	64	13	13	4	60
Average Annual Sales	$659,106	$991,944	$340,735	$527,326	$667,881
# (%) Above Average	28 (43%)	6 (46%)	7 (54%)	2 (50%)	26 (43%)
Median Annual Sales	$644,197	$935,144	$344,513	$550,828	$644,197
Highest Annual Sales	$1,263,881	$1,263,881	$441,049	$682,843	$1,263,881

Lowest Annual Sales	$239,199	$812,775	$239,199	$325,406	$239,199

Notes:

1. Table 1 shows 2021 sales data for all of the East of Chicago outlets open for all of 2021. Table 1 is a historic financial performance representation. It is not a projection of future performance.

2. "Sales" means the total revenue derived from the sale of goods or services less sales tax, discounts, allowances, and returns.

3. Beginning in March 2020, East of Chicago Pizza locations were materially affected by the COVID-19 pandemic. Outlets with dine-in capacity temporarily changed to carry-out and delivery only during part of the pandemic. Social distancing requirements, changes in consumer behavior, and other factors caused by the pandemic affected sales. Some locations may have experienced a temporary increase in sales as consumers shifted to more carry-out meals. As of the date of this disclosure document, the pandemic is ongoing.

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

Written substantiation for the financial performance representation in this Item 19 will be made available to you upon reasonable request.

For Ohio residents only:

CAUTION

Some business opportunity plans have earned this amount. There is no assurance you will do as well. If you rely upon our figures, you must accept the risk of not doing as well.

Other than the preceding financial performance representation, East of Chicago Pizza LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Mike Williams, 121 West High Street, 12th Floor, Lima OH 45801, and (419) 225-7116, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For years 2019 to 2021

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2019	63	62	-1
	2020	62	61	-1
	2021	61	61	0
Company-Owned	2019	4	3	-1
	2020	3	4	+1
	2021	4	4	0
Total Outlets	2019	67	65	-2
	2020	65	65	0
	2021	65	65	0

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2019 to 2021

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Indiana	2019	1
	2020	0
	2021	0
Ohio	2019	2
	2020	2
	2021	3
Total	2019	3
	2020	2
	2021	3

Table 3
Status of Franchised Outlets
For years 2019 to 2021

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
Indiana	2019	6	0	0	0	0	0	6
	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
Ohio	2019	56	4	0	0	0	5	55
	2020	55	0	0	0	1	1	53
	2021	53	1	0	0	0	1	53
Tennessee	2019	1	0	0	0	0	0	1
	2020	1	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
West Virginia	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Totals	2019	63	4	0	0	0	5	62
	2020	62	1	0	0	1	1	61
	2021	61	1	0	0	0	1	61

Table 4
Status of Company-Owned Outlets
For years 2019 to 2021

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired From Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
Ohio	2019	4	0	0	0	1	3
	2020	3	0	1	0	0	4
	2021	4	0	0	0	0	4
Totals	2019	4	0	0	0	1	3

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired From Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
	2020	3	0	1	0	0	4
	2021	4	0	0	0	0	4

Table 5
Projected Openings As Of December 31, 2021

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlets In The Next Fiscal Year	Column 5 Projected New Company-Owned Outlets In the Next Fiscal Year
Florida	2	3	0
West Virginia	1	1	0
Totals	3	4	0

The names of all current franchisees and the address and telephone number of each of their outlets are listed on Exhibit G.

The name, city and state, and current business telephone number (or if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks are listed on Exhibit H.

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

In the last three fiscal years, no franchisees have signed any contract, order, or settlement provision that directly or indirectly restricts a current or former franchisee from discussing his or her personal experience as a franchisee in our system with any prospective franchisee.

There are no trademark-specific franchisee organizations associated with our franchise system.

Item 21
FINANCIAL STATEMENTS

Exhibit E contains our audited financial statements for the years ending December 31, 2021, December 31, 2020, and December 31, 2019, and our unaudited interim financial statements for the period from January 1, 2022 through May 31, 2022.

Item 22
CONTRACTS

Copies of all proposed agreements regarding this franchise offering are attached as the following Exhibits:

B-1. Franchise Agreement
B-2. Principals Personal Guaranty of Franchisee's Obligations
C. Multi-Unit Development Agreement
D. Form of General Release
H. State Addenda to Agreements

Item 23
RECEIPTS

Detachable documents acknowledging your receipt of this disclosure document are attached as the last two pages of this disclosure document.

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We may register this Disclosure Document in some or all of the following states in accordance with the applicable state law. If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states:

State	State Administrator	Agent for Service of Process (if different from State Administrator)
California	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 866-275-2677	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, HI 96810 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Minnesota	Minnesota Department of Commerce Securities-Franchise Registration 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500
New York	New York State Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 212-416-8222	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	North Dakota Securities Department 600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue Building 68-2 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions 4822 Madison Yards Way Madison, WI 53705 (608) 266-0448	Division of Securities Department of Financial Institutions 4822 Madison Yards Way Madison, WI 53705 (608) 261-7577

EXHIBIT B -1

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

Cover Page

1. Franchisee: ________________________________
2. Effective Date: _____________________________
3. Initial Franchise Fee: ________________________
4. Development Area: __________________________
5. Business Premises: ____
6. Protected Area: ____
7. Opening Deadline: __________________________ (240 days after Effective Date)
8. Franchisee's Address: ____
9. Store #: ___________

EAST OF CHICAGO PIZZA LLC
FRANCHISE AGREEMENT

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PAGE

EAST OF CHICAGO PIZZA LLC
FRANCHISE AGREEMENT

This Franchise Agreement (this "Agreement") is made as of the Effective Date listed on the Cover Page between EAST OF CHICAGO PIZZA LLC, an Ohio limited liability company ("we" or "Franchisor") and the Franchisee ("you") named on the Cover Page.

1. INTRODUCTION

1.1 East of Chicago Pizza Stores

We own, operate and franchise East of Chicago Pizza Stores ("EOC Pizza Stores") featuring a limited menu of pizzas, submarine sandwiches, salads and other menu items that we may authorize from time to time. We have developed and own a comprehensive system for developing and operating EOC Pizza Stores, which include trademarks, building designs and layouts, equipment, ingredients, specifications, and recipes for authorized food products, methods of inventory control and certain operations and business standards and policies, all of which we may improve, further develop or otherwise modify from time to time.

1.2 Your Acknowledgments

You and your Principals have read and understand this Agreement and our Franchise Disclosure Document ("FDD"). You accept the terms, conditions, and covenants contained in this Agreement as being reasonably necessary to maintain our high standards of quality and service and to protect and enhance the reputation and goodwill of the System. You have conducted an independent investigation of the business contemplated by this Agreement and recognize that, like any other business, the business of operating an EOC Pizza Store may evolve and change over time, that an investment in the business contemplated by this Agreement involves risks, and that the success of the venture is largely dependent upon your business abilities, efforts and financial resources.

1.3 Your Representations

You and your Principals, jointly and severally, if applicable, represent and warrant to us that: (a) neither you nor any of your Principals has relied on any representations by us, or our directors, officers, employees, or agents that are contrary to the disclosures made in the FDD; (b) neither you nor any of your Principals has made any untrue statement regarding any material fact or has omitted to state any material fact in obtaining the rights granted hereunder; (c) neither you nor any of your Principals has any direct or indirect legal or beneficial interest in any business that may be deemed a Competitive Business, except as otherwise completely and accurately disclosed in your Franchise Application; and (d) the execution and performance of this Agreement will not violate any other agreement to which you or any of your Principals may be bound. You recognize that we have executed this Agreement in reliance on all of the representations and disclosures you and your Principals have made in connection with this Agreement and the Franchise Application.

1.4 Certain Definitions

"Affiliate" — any person or entity that directly or indirectly owns or controls the referenced party that is directly or indirectly owned or controlled by the referenced party, or that is under common control with the referenced party. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or an entity, whether through ownership of voting securities, by contract or otherwise.

"Competitive Business" — any business selling pizza (other than EOC Pizza Stores).

"Confidential Information" — our proprietary and confidential information relating to the development and operation of the System, including (but not limited to): (a) ingredients, recipes, and methods of preparation and presentation of authorized food products; (b) site selection criteria for EOC Pizza Stores and plans and specifications for the development of EOC Pizza Stores; (c) sales, distribution, delivery, marketing and advertising programs and techniques for EOC Pizza Stores; (d) identity of suppliers and customers and knowledge of specifications and pricing for authorized products, materials, supplies and equipment; (e) knowledge of operating results and financial performance of EOC Pizza Stores, other than the EOC Pizza Stores you own; (f) methods of inventory control, storage, product handling, training and management relating to EOC Pizza Stores; (g) computer systems and software programs utilized in the operation of EOC Pizza Stores; and (h) any and all other information that we provide you that is labeled proprietary or confidential.

"Franchise Application" — the request for consideration application submitted to us by you and/or your Principals.

"Franchised Store" — the EOC Pizza Store operated by you at the Premises.

"Gross Revenues" — the aggregate amount of all sales of food, beverages and other products and merchandise sold and services rendered at the Premises or otherwise rendered in connection with the Franchised Store, including monies derived from sales at or away from the Franchised Store, whether for cash or credit, but excluding: (a) all taxes collected from customers; (b) all customer refunds and adjustments and promotional discounts; or (c) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Revenues).

"Immediate Family" — spouse, parents, brothers, sisters, and children, whether natural or adopted.

"Marks" — all service marks, trademarks, trade names, logos, trade dress, and other commercial symbols now or hereafter designated by us to identify the services and/or products offered by EOC Pizza Stores and our distinctive building designs and color schemes.

"Operating Partner" — the individual you so designate in Exhibit A or any replacement thereof approved by us.

"Operations Manual" — our confidential Operations Manual, as amended from time to time, which may consist of one or more manuals containing our mandatory and suggested standards, specifications and operating procedures relating to the development and operation of

EOC Pizza Stores and other information relating to your obligations under this Agreement. The term "Operations Manual" also includes alternative or supplemental means of communicating such information by other media which specifically reference that they are to be considered part of the Operations Manual, including bulletins, e-mail communications, videotapes, audio tapes, compact discs, computer diskettes and CD ROMS, and the internet.

"Premises" — the location identified on the Cover Page.

"Principal" — each person or entity that has a direct or indirect legal or beneficial ownership interest in you, if you are a corporation, partnership, limited liability company or other legal entity.

"System" — the business methods, designs and arrangements for developing and operating EOC Pizza Stores which include, without limitation, the Marks, store designs and layouts, equipment, ingredients, recipes and specifications for authorized food products and services, training, methods of inventory and operations control, software and other technology, marketing and promotion, and certain business practices and policies, all of which we may improve, further develop or otherwise modify from time to time.

"Transfer" (or similar words) — The voluntary, involuntary, direct or indirect sale, assignment, transfer, license, sublicense, sublease, collateral assignment, grant of a security, collateral or conditional interest, inter-vivos transfer, testamentary disposition or other disposition of this Agreement, any interest in or right under this Agreement, or any form of ownership interest in you or the assets, revenues or income of the Franchised Store, including: (a) any transfer, redemption or issuance of a legal or beneficial ownership interest in the capital stock of, or a partnership interest in, you or of any interest convertible to or exchangeable for capital stock of, or a partnership or membership interest in, you; (b) any merger or consolidation of you, whether you are the surviving entity; (c) any transfer in, or as a result of, a divorce, insolvency, dissolution proceeding or otherwise by operation of law; (d) any transfer upon your death or any Principal by will, declaration of or transfer in trust or under the laws of intestate succession; or (e) any foreclosure upon the Franchised Store or the transfer, surrender or loss by you of possession, control or management of the Franchised Store.

2. GRANT OF RIGHTS

2.1 Grant of Franchise

Subject to the terms of this Agreement, we grant to you the right, and you assume the obligation, to operate an EOC Pizza Store at the Premises and to use the System solely in connection therewith, for a term of 10 years, starting on the date of the opening of the Franchised Store (the "Term"). Immediately after such opening date, the parties shall execute and deliver a Confirmation of Term Commencement Date in the form of Exhibit B. You shall not conduct the business of the Franchised Store or use the System at any site other than the Premises, or relocate the Franchised Store, without our consent.

2.2 Your Protected Area

During the Term, we will not operate (directly or through an Affiliate), nor grant to another person the right to operate, any EOC Pizza Store(s) from a location within the Protected Area described on the Cover Page. If the Premises is not known at the time you sign this Agreement, then when the Premises is approved in accordance with Section 3.1, we will determine the Protected Area. Notwithstanding the foregoing, we have the right to operate (directly or through an Affiliate), and to grant to others the right to operate, within the Protected Area and elsewhere: (a) EOC Pizza Stores open (or under commitment to open) as of the date hereof; (b) EOC Pizza Stores or such other pizza stores using any part or all of the System and/or Marks at special locations within the Protected Area, such as college campuses, office buildings, hospitals, hotels, motels, casinos, resorts, turnpike or other limited access highway rest stops, airport facilities, inter-metropolitan train and/or bus stations, grocery stores, convenience stores, supermarkets, malls, department stores, sports venues, entertainment facilities or mobile units located temporarily at special events (collectively "Special Locations"); (c) restaurants that we purchase (or as to which we purchase the rights as Franchisors) regardless of whether such restaurants are converted to operate using any of the Marks and/or any of the System or whether such restaurants operate under other trade names, trademarks, service marks, or trade dress and/or use other operating systems.

2.3 Our Reservation of Rights

We retain all of our rights and discretion with respect to the Marks, the System and EOC Pizza Stores except that we will not operate (directly or through an Affiliate), nor grant to another person the right to operate, any EOC Pizza Store(s) located within the Protected Area as described in Section 2.2. Without limiting the generality of the foregoing, we reserve the right to (a) operate, and grant to others the right to operate, EOC Pizza Stores at such locations and on such terms and conditions as we deem appropriate outside of the Protected Area; (b) sell, and grant others the right to sell, any products (including pizza crusts and frozen pizzas) or services under the Marks through channels of distribution (including Internet sales and wholesale distribution of food products to restaurants, grocery stores, food caterers and other outlets) other than EOC Pizza Stores; and (c) operate, and grant to others the right to operate, restaurants identified by trade names, trademarks, service marks or trade dress, other than the Marks, pursuant to such terms and conditions as we deem appropriate.

3. DEVELOPMENT OF THE FRANCHISED STORE

3.1 Site Acceptance

You are solely responsible for selecting and acquiring your Premises. If the Premises is not stated on the Cover Page, then you must find a Premises within the Development Area, and submit the proposed Premises to us for acceptance, with all related information we may request. If we do not accept the proposed Premises in writing within 30 days, then it is deemed rejected. We will provide you with our criteria for EOC Pizza Store locations. We will review and advise you regarding potential locations you submit. Neither our acceptance of the Premises nor any information communicated to you regarding our standard site selection criteria for EOC Pizza Stores constitutes a warranty or representation of any kind, express or implied, as to the suitability of the Premises for an EOC Pizza Store or for any other purpose. Our acceptance of the Premises merely signifies that we are willing to grant a franchise for an EOC Pizza Store at that location. Your decision to develop and operate an EOC Pizza Store at the Premises is based solely on your own independent investigation of the suitability of the Premises for an EOC Pizza Store. In consideration of our acceptance of the Premises, you and your Principals release us and our Affiliates, officers, directors, employees and agents from any and all loss, damages and liability arising from or in connection with the selection and/or acceptance of the Premises for development as an EOC Pizza Store.

3.2 Purchase or Lease of Premises

You must lease, sublease or purchase the Premises within 90 days after signing this Agreement. We have the right to approve the terms of any lease, sublease or purchase contract for the Premises, and you agree to deliver a copy to us for our approval before you sign it. You agree that any lease or sublease for the Premises must, in form and substance satisfactory to us, include all of the provisions set forth on Exhibit C hereto. You shall not execute a lease, sublease or purchase contract or any modification thereof without our approval. Our approval of the lease, sublease or purchase contract does not constitute a warranty or representation of any kind, express or implied, as to its fairness or suitability or as to your ability to comply with its terms. We do not, by virtue of approving the lease, sublease or purchase contract, assume any liability or responsibility to you or to any third parties. You must deliver a copy of the fully signed lease, sublease or purchase contract to us within five days after its execution.

3.3 Development of the Premises

You are responsible for developing the Franchised Store and for all expenses associated with it. We will furnish you with an operational concept plan for the Franchised Store. You may modify the operational concept plan to ensure that it and all specifications comply with all applicable ordinances, building codes, permit requirements and any lease requirements and restrictions. You acknowledge that design quality is important to us. You must employ an architect and/or engineer acceptable to us. You must submit all such modified plans and specifications, including design specifications, to us for our approval before starting to develop the Premises. At our request, you must submit all revised or “as built” plans and specifications. All development and any signage must be in accordance with the plans and specifications we have approved and must comply with all applicable laws, ordinances and local rules and regulations. We will furnish such guidance to you in developing the Premises as we deem appropriate. We do not, by approving your plans or specifications or inspecting the Premises, assume any liability or responsibility to you or to any third parties. All prototype and modified plans and specifications for the Franchised Store remain our sole and exclusive property, and you may claim no interest therein. You must start construction of the Franchised Store within 60 days after you have leased, subleased or acquired the Premises. You must employ a general contractor acceptable to us and procure all applicable construction insurance in amounts and coverage acceptable to us. You must complete construction of the Franchised Store within 90 days after the date construction commences and open the Franchised Store within 240 days after the date of this Agreement. Any extensions of time are subject to our approval, which we may withhold at our discretion. You must provide us with weekly progress reports during construction in a format acceptable to us. We have the right to visit and inspect, at our sole discretion, the Premises during the construction phrase. The first such visit or inspection shall be at our expense. Any subsequent visits shall be at your expense.

The requirement to complete construction of the Franchised Store includes obtaining all required construction and occupancy licenses and permits, developing the Premises (including all outdoor features and landscaping of the Premises), installing all required fixtures, furnishings, equipment and signs, and doing all other things as may be required pursuant to this Agreement or by practical necessity to have the Franchised Store ready to open for business. The Franchised Store may not be opened for business until we have notified you that the Franchised Store meets our requirements for opening.

3.4 Fixtures, Furnishings, Equipment, Signs and Supplies

We will provide you a list of our specifications and approved suppliers for equipment, signs, fixtures, and supplies necessary to open an EOC Pizza Store. You agree to purchase or lease all required fixtures, furnishings, equipment, signs and supplies for the Franchised Store. You agree to purchase or lease only such types, brands and models of fixtures, furniture, equipment, signs and supplies which we approve for EOC Pizza Stores as meeting our standards and specifications, including standards and specifications for quality, design, warranties, appearance, function and performance. You may purchase or lease approved types, brands or models of fixtures, furnishings, equipment, signs and supplies only from suppliers approved by us (including us and any of our Affiliates). From time to time, we may modify the list of approved types, brands, models and/or suppliers, and you may not, after receipt of notice of such modification, reorder any type, brand or model from any supplier, which is no longer approved. We may receive rebates or payments from suppliers in connection with purchases by franchisees. If you propose to purchase any fixtures, furnishings, equipment, signs or supplies of a type, brand or model, or propose to purchase from a supplier, that we have not previously approved, you must notify us and submit to us such information as we may request. We may impose a reasonable fee to evaluate an alternate supplier at your request.

3.5 Opening Assistance

If you or your Operating Partner have not previously owned or managed an EOC Pizza Store, we will provide you with such opening operational assistance as we deem appropriate to assist you in starting your operations, including on-site opening assistance for at least 10 days, as scheduled by us.

4. TRAINING AND GUIDANCE

4.1 Training Programs

If you (or your Operating Partner) and at least one manager or assistant manager are not currently certified by us to manage an EOC Pizza Store, you (or your Operating Partner) and at least one manager or assistant manager, as applicable, must attend and successfully complete an initial training program for the operation of an EOC Pizza Store conducted at such time(s) and place(s) as we designate prior to opening the Franchised Store. Thereafter, replacements of your Operating Partner, manager(s) and assistant manager(s) must successfully complete our initial training program before assuming the particular position. We will not charge any fees for the first two people to register for the initial training program. You will pay a fee that we establish from time to time for all other people who attend the initial training program. You will be responsible for all compensation and expenses (including travel, meals and lodging) incurred by you and your personnel in attending any training programs. You must immediately replace any individual who fails to successfully complete any training program or who otherwise is not currently certified to manage an EOC Pizza Store.

4.2 On-Going Guidance

We may furnish you periodic guidance with respect to the System, including improvements and changes to the System. Such guidance, at our discretion, will be furnished in the form of the Operations Manual, bulletins and other written materials, consultations by telephone or in person at our offices or at the Franchised Store, or by any other means of communications. At your request, we may provide special assistance for which you will be required to pay the per diem fees and charges we may establish from time to time.

4.3 Operations Manual

We will loan you one copy of the Operations Manual. You agree to comply fully with all mandatory standards, specifications and operating procedures and other obligations contained in the Operations Manual. We may modify the Operations Manual from time to time to reflect changes in standards, specifications and operating procedures, provided no addition or modification may alter your fundamental status and rights under this Agreement. We may inform you of such modifications by any method that we deem appropriate (which need not qualify as "notice" under Section 19.7). Mandatory specifications, standards and operating procedures and other obligations that we prescribe from time to time in the Operations Manual, or otherwise communicate to you in writing, constitute provisions of this Agreement as if fully set forth herein. All references to this Agreement include all such mandatory specifications, standards and operating procedures and other obligations. You must keep your copy of the Operations Manual current. If a dispute develops relating to the contents of the Operations Manual, our master copy will be controlling. The Operations Manual contains Confidential Information, and you agree not to copy any part of the Operations Manual.

4.4 Training of Your Personnel

You agree to implement, at your expense, such periodic and on-going training programs for personnel of the Franchised Store as we may establish from time to time. All such personnel must attend and successfully complete such training programs.

5. TRADEMARKS

5.1 Ownership of the Marks

You acknowledge that we own the Marks. Your right to use the Marks is derived solely from this Agreement and is limited to conducting business pursuant to and in compliance with this Agreement. This Agreement does not confer on you any goodwill or other interests in the Marks. Your use of the Marks and any goodwill established thereby inures to our exclusive benefit. All provisions of this Agreement applicable to the Marks apply to any additional or substitute trademarks, service marks, trade names, logos, trade dress or other commercial symbols we authorize you to use. You may not at any time during or after the Term contest, or assist any other person or entity in contesting, the validity or ownership of any of the Marks.

5.2 Use of the Marks

You agree to use the Marks as the sole identification of the Franchised Store, provided you identify yourself as the independent operator thereof in the manner we prescribe. You may only use the Marks in the manner we prescribe and you may not use any Mark (or any abbreviation, modification or colorable imitation) as part of any corporate or legal business name or in any other manner (including any Internet related use such as an electronic media identifier, for websites, website pages or domain names) not expressly authorized by us in writing. Your unauthorized use of any of the Marks constitutes a breach of this Agreement and an infringement of our rights to the Marks.

5.3 Discontinuance of Use of Marks

If it becomes advisable at any time for us and/or you to modify or discontinue use of any Mark and/or use one or more additional or substitute trademarks, service marks or trade dress, you agree to comply with our directions within 14 days after notice. We will have no liability or obligation whatsoever with respect to any such required modification or discontinuance of any Mark or the promotion of a substitute trademark, service mark or trade dress.

5.4 Notification of Infringements and Claims

You must notify us immediately of any apparent infringement of or challenge to your use of any Mark, or any claim by another person of any rights in any Mark. You may not communicate with any person, other than us and our counsel, in connection with any such infringement, challenge or claim. We will have sole discretion to take such action as we deem appropriate and will have the right to control exclusively any litigation or U.S. Patent and Trademark Office proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Mark. You must sign any and all documents, render such assistance and do such things as may be advisable in the opinion of our counsel to protect our interests in any litigation or other administrative proceeding or otherwise to protect our interests in the Marks.

5.5 Indemnification of Franchisee

Subject to the provisions of Section 5.3, we agree to indemnify you against, and to reimburse you for, all damages for which you are held liable in any proceeding arising out of your authorized use of any Mark pursuant to and in compliance with this Agreement and, except as provided herein, for all costs you reasonably incur in defending any such claim brought against you, provided you have timely notified us of such claim and provided further that you and your Principals and Affiliates are in compliance with this Agreement and all other agreements entered into with us or any of our Affiliates. We, at our sole discretion, are entitled to prosecute, defend and/or settle any proceeding arising out of your use of any Mark pursuant to this Agreement. If we undertake to prosecute, defend and/or settle any such matter, we have no obligation to indemnify or reimburse you for any fees or disbursements of any legal counsel retained by you.

6. FEES

6.1 Initial Franchise Fee

At the time you sign this Agreement, you must pay us a non-refundable initial franchise fee in the amount stated on the Cover Page. If the Franchised Store is developed pursuant to a development agreement (herein called the "Development Agreement") between you and us, you shall be entitled to any credit to which you may be entitled pursuant to the relevant provisions of the Development Agreement.

6.2 Royalty Fees

You agree to pay us a continuing royalty fee of 5% of Gross Revenues (the "Royalty Fee") for each week during the Term. All payments of the Royalty Fees due us for any given calendar week from you shall be due and payable on the Tuesday of the next week.

6.3 Automatic Clearing House Agreement

You agree, at our request, to sign an authorization agreement for pre-authorized payments which authorizes us to automatically debit your bank account, on the dates payments are due for any amounts owing to us or our Affiliates. This agreement must be in form and content satisfactory to us and may provide for payment by wire transfer. You agree to maintain, at all times, sufficient funds in such designated bank accounts for such withdrawals. You agree that that we may require you to pay the Royalty Fee and any other amounts owed to us in such manner as we determine.

6.4 Late Fee and Interest On Late Payments

If you do not make timely payment of any amounts which you owe us or any of our Affiliates, including Royalty Fees, Marketing Fund Fees and Local Advertising Fund Fees (as provided in Section 10), you must pay a $100 "late fee" plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law). However, your failure to pay all amounts when due constitutes grounds for termination of this Agreement, as provided in Section 14.

6.5 Insufficient Funds Fee

We may charge you $50 for any payment returned for insufficient funds (or, if such amount exceeds the maximum allowed by law, then the fee allowed by law).

6.6 Non-Compliance Fee.

We may charge you $250 for any instance of non-compliance with our System or this Agreement (other than failure by you to pay fees owed to us). If such non-compliance is ongoing, we may charge you $250 per week until you cease such non-compliance. This fee is a reasonable estimate of our internal cost of personnel time attributable to addressing the non-compliance, and is not a penalty or estimate of all damages arising from your breach. The non-compliance fee is in addition to all of our other rights and remedies.

6.7 Application of Payments

We may apply any payments by you to any of your past due indebtedness for Royalty Fees, Local Advertising and Marketing Fund Fees or any other indebtedness to us or any of our Affiliates pursuant to this Agreement or any other agreement, notwithstanding any designation by you.

6.8 Obligations Independent; No Set-Off

Your obligations to pay to us any fees or amounts described in this Agreement are not dependent on our performance and are independent covenants by you. You shall make all such payments without offset or deduction.

6.9 Reimbursement

We may (but are never obligated to) pay on your behalf any amount that you owe to a supplier or other third party. If we do so or intend to do so, you shall pay such amount plus a 10% administrative charge to us within 10 days after our invoice accompanied by reasonable documentation.

7. RESTRICTIVE COVENANTS

7.1 Confidential Information

We will disclose parts of our Confidential Information to you solely for your use in the operation of the Franchised Store. The Confidential Information is proprietary and includes our trade secrets. During the Term and thereafter: (a) you and your Principals may not use the Confidential Information in any other business or capacity (you and your Principals acknowledge such use is an unfair method of competition); (b) you and your Principals must exert your best efforts to maintain the confidentiality of the Confidential Information; (c) you and your Principals may not make unauthorized copies of any portion of the Confidential Information disclosed in written, electronic or other form; and (d) you and your Principals must implement all reasonable procedures we prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information, including the use of nondisclosure agreements with your Principals, officers, directors, managers, and assistant managers, and you and your Principals must deliver such agreements to us. At the end of the Term, you and your Principals must deliver to us all such Confidential Information in your possession. These restrictions on disclosure and use of Confidential Information do not apply to information or techniques which are or become generally known in the restaurant industry (other than through your own disclosure), provided you obtain our prior written consent to such disclosure or use.

7.2 In-Term Covenants

During the Term, neither you nor any of your Principals may, without our prior consent (which consent may be withheld at our discretion):

(a) directly or indirectly (such as through a member of their Immediate Families) own any legal or beneficial interest in, or render services or give advice to: (1) any Competitive Business located anywhere; or (2) any entity located anywhere which grants franchises, licenses or other interests to others to operate any Competitive Business; and

(b) divert or attempt to divert any business or customer of EOC Pizza Stores to any competitor or do anything injurious or prejudicial to the goodwill associated with the Marks or the System.

7.3 Information Exchange

All recipes, processes, ideas, materials and techniques useful to a retail business similar to the business which you operate pursuant to this Agreement, whether or not constituting protected intellectual property, that you and your Principals create, or that are created on your behalf in connection with the development or operation of the Franchised Store, must be promptly disclosed to us. If we adopt any of them as part of the System, they will be deemed to be our sole and exclusive property and deemed to be works made-for-hire for us. You and your Principals agree to sign whatever assignment or other documents we request to evidence our ownership or to assist us in securing intellectual property rights in such recipes, processes, ideas, materials or techniques.

8. YOUR ORGANIZATION AND MANAGE MENT

8.1 Organizational Documents

If you are, or at any time become, a business corporation, partnership, limited liability company or other legal entity, you and each of your Principals represent, warrant and agree that: (a) you are duly organized and validly existing under the laws of the state of your organization, and, if a foreign business corporation, partnership, limited liability company or other legal entity, you are duly qualified to transact business in the state in which the Franchised Store is located; (b) you have the authority to execute and deliver this Agreement and to perform your obligations hereunder; and (c) if requested by us, true and complete copies of the articles or certificate of incorporation, partnership agreement, bylaws, subscription agreements, buy-sell agreements, voting trust agreements and all other documents relating to your ownership, organization, capitalization, management and control will be delivered to us.

8.2 Disclosure of Ownership Interests

You and each of your Principals represent, warrant and agree that Exhibit A is current, complete, and accurate. You agree that updated Exhibits A will be furnished promptly to us, so that Exhibit A (as so revised and signed by you) is at all times current, complete and accurate. Each person who is or becomes a Principal must execute an agreement in the form we prescribe, undertaking to be bound jointly and severally by the terms of this Agreement. Each Principal must be an individual acting in their individual capacity, unless we waive this requirement.

8.3 Operating Partner/Management of Business

If you are, or at any time become, a business corporation, partnership, limited liability company or other legal entity, you must designate in Exhibit A as the "Operating Partner" an individual approved by us who must: (a) own and control, or have the right to own and control (subject to terms and conditions reasonably acceptable to us), not less than 10% interest in your equity and voting rights; (b) have the authority to bind you regarding all operational decisions with respect to the Franchised Store; and (c) have completed our training or certification programs to our satisfaction.

You (or your Operating Partner): (a) shall exert your full-time and best efforts to the development and operation of the Franchised Store; and (b) may not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility or time commitments or otherwise may conflict with your obligations hereunder. You agree to provide us with a copy of any proposed arrangement, agreement or contract, and all amendments thereto, with your Operating Partner for our prior review and approval (not to be unreasonably withheld or delayed), and upon approval thereof, executed copies thereof. We shall have no responsibility, liability or obligation to any party to any such arrangement, agreement or contract, or any amendments thereto, on account of our approval thereof or otherwise, and you agree to release us and hold us harmless with respect thereto. The Franchised Store, at all times, must be managed by you (or your Operating Partner) or by an on-site manager or assistant manager who has completed the appropriate training or certification programs to our satisfaction.

You (or your Operating Partner) must use reasonable efforts to attend all in-person meetings and remote meetings (such as telephone or video conference calls) that we require, including any national or regional brand conventions. You (or your Operating Partner) must not fail to attend more than three consecutive required meetings.

9. EOC PIZZA STORE OPERATING STANDARDS

9.1 Condition of the Franchised Store.

You must maintain the Franchised Store's condition and appearance so that it is attractive, clean and efficiently operated in accordance with the Operations Manual. You agree to maintain the Franchised Store's condition and appearance, conduct periodic cleaning and redecorating, and make such modifications and additions to its layout, décor, and general theme as we require from time to time, including replacement of worn-out or obsolete fixtures, furnishings, equipment, signs and utensils, and repair the interior and exterior of the Store and appurtenant parking areas. If at any time the general state of repair, appearance or cleanliness of the Franchised Store or its fixtures, furnishings, equipment, signs or utensils, does not meet our standards, we may notify you and specify the action you must take to correct such deficiency.

You must periodically upgrade and/or remodel the Franchised Store pursuant to our plans and specifications; provided, however, that, with the exception of signage, we will not require substantial remodeling more often than every five years during the Term.

If the Franchised Store is damaged or destroyed by fire or other casualty, you must initiate all repairs or reconstruction to restore the Franchised Store to its original condition within 30 days (and continue until completion). If, in our reasonable judgment, the damage or destruction is of such a nature that it is feasible, without incurring substantial additional costs, to repair or reconstruct the Franchised Store in accordance with the then-standard EOC Pizza Store layout and décor specifications, we may require you to repair or reconstruct the Franchised Store in accordance with those specifications.

You may not make any alternations to the Franchised Store, nor any replacements, relocations or alterations of fixtures, furnishings, equipment, signs, or utensils without our approval. We have the right, at your expense, to rectify any replacements, relocations or alterations not previously approved by us.

9.2 Uniform Image

You agree that the Franchised Store will offer for sale food, beverages and other products, services and merchandise related to the EOC Pizza Store concept that we determine from time to time to be appropriate for the Franchised Store. You further agree that the Franchised Store will not, without our approval, offer any products or services (including promotional items) not then authorized by us. The Franchised Store may not be used for any purpose other than the operation of an EOC Pizza Store in compliance with this Agreement. You agree that the Franchised Store will offer courteous and efficient service and a pleasant ambiance.

9.3 Food Products

You acknowledge and agree that the reputation and goodwill of EOC Pizza Stores are based on, and can be maintained only by, the sale of distinctive, high-quality products and services. Therefore, you agree that the Franchised Store will use and/or offer for sale only food products, beverages, ingredients, merchandise, uniforms, packaging materials, menus, forms, labels and other supplies and other products and services that conform to our specifications and quality standards and/or are purchased from suppliers approved by us (which may include us and/or any of our Affiliates). We may modify the list of approved brands and/or suppliers from time to time in our sole discretion. After notice of such modification, you may not reorder any brand or reorder from any supplier which is no longer approved. We may receive rebates or payments from suppliers in connection with purchases by franchisees. For purposes of this Agreement, "supplier" includes a distributor of food products and other EOC Pizza Store inventory.

If you propose to use any brand and/or supplier which are not then approved by us, you must first notify us and submit sufficient information, specifications and samples concerning such brand and/or supplier so that we can decide whether such brand complies with our specifications and standards and/or such supplier meets our approved supplier criteria. We have the right to charge reasonable fees to cover our costs. We will notify you of our decision within a reasonable period of time. We may prescribe procedures for the submission of requests for approval and impose obligations on suppliers, which we may require to be incorporated in a written agreement. We may impose limits on the number of suppliers and/or brands for any of the foregoing items.

You must maintain at all times an inventory of approved food products, beverages, ingredients, other products and merchandise related to the EOC Pizza Store concept sufficient in quantity, quality and variety to realize the Franchised Store's full potential.

You agree that we do not have any liability to you for any claim or loss related to any food item, equipment, or other product provided or service performed by any supplier that we approve, recommend, or require you to use (including without limitation liability for defects, delays, or unavailability of products or services).

9.4 Specifications and Standards

You acknowledge that each and every aspect of the interior and exterior appearance, layout, décor, services and operation of the Franchised Store is important to us and is subject to our specifications and standards. You agree to comply with all mandatory specifications, standards, and operating procedures, as modified from time to time (whether contained in the Operations Manual or any other written communication) relating to the appearance, function, cleanliness or operation of an EOC Pizza Store, including without limitation: (a) type, quality, taste, weight, dimensions, ingredients uniformity, and manner of preparation, packaging and sale of food products and beverages; (b) sale procedures and customer service; (c) advertising and promotional programs; (d) qualifications, appearance and dress of employees; (e) safety, maintenance, appearance, cleanliness, sanitation, standards of service and operation of the Franchised Store; (f) days and hours of operation; (g) bookkeeping, accounting and record keeping systems and forms; and (h) training systems for both management and hourly employees.

9.5 Compliance with Laws; Notification

You must maintain in force in your name all required license permits and certificates relating to the operation of the Franchised Store. You must operate the Franchised Store in full compliance with all applicable laws, ordinances and regulations. You must notify us in writing immediately upon: (a) the commencement of any legal or administrative action, or the issuance of an order of any court, agency or other governmental instrumentality, which may adversely affect the development, occupancy or operation of the Franchised Store or your financial condition; or (b) the delivery of any notice of violation or alleged violation of any law, ordinance or regulation, including those relating to health or sanitation at the Franchised Store.

9.6 Business Practices

All of your advertising and promotion must be completely factual and must conform to the highest standards of ethical advertising. In all dealings with us, as well as your customers, suppliers, lessors and the public, you must adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. You agree to refrain from any business or advertising practice which may be injurious to our business, to the business of other EOC Pizza Stores or to the goodwill associated with the Marks.

9.7 Personnel

The Franchised Store must at all times be under the direct, on-Premises supervision of a manager who has completed our training or certification program to our satisfaction or is currently certified by us and staffed by a sufficient number of competent and properly trained hourly employees, either employed by you directly or leased. You (or your Operating Partner) at all times must remain active in overseeing the operations of the Franchised Store. If the relationship with your Operating Partner terminates, you must promptly hire a successor Operating Partner. Any successor Operating Partner must meet our approval and must be then currently certified to our satisfaction or must successfully complete our training program. You are solely responsible for all employment decisions with respect to employees of the Franchised Store, including hiring, firing, compensation, training, supervision and discipline, and regardless whether you receive advice from us on any of these subjects. You must establish at the Franchised Store an employee training program meeting our standards. If any of your employees fail to perform their duties in accordance with the training program established by you and meeting our standards, such employees must again complete the training program or be terminated. You may not recruit or hire any person who is an employee of ours or of any EOC Pizza Store operated by us, our Affiliates or another franchisee of ours without obtaining the employer's consent, which consent may be withheld for any reason. You are solely responsible for all actions of your employees and agents. You and we are not joint employers, and no employee of yours will be an agent or employee of ours.

9.8 Insurance

You obtain and maintain insurance policies in the types and amounts as specified by us in the Manual. If not specified in the Manual, you must maintain at least the following insurance coverage:

(i) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit;

(ii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000;

(iii) All Risk Property insurance, including fire and extended coverage, vandalism and malicious mischief insurance, for the replacement value of the Franchised Store and its contents; and

(iv) Workers Compensation coverage as required by state law.

All insurance policies must be issued by carriers meeting our current standards, must contain such types and minimum amounts of coverage, exclusions and maximum deductibles as we prescribe from time to time, name us and our Affiliates as additional insured's, provide for 30 days prior written notice to us of any material modification, cancellation or expiration of such policy and include such other provisions as we may require from time to time. At our request, you must furnish us with such evidence of insurance coverage and payment of premiums as we require.

Your obligation to maintain insurance coverage is not diminished in any manner by reason of any separate insurance we may choose to maintain, nor does it relieve you of your obligations under Section 17.2.

9.9 Prices

To the extent permitted by applicable law, we have the right to require you to offer products and services at specific prices (or maximum or minimum prices) we determine if we are promoting such products and services on a national, regional, or local market basis.

9.10 Delivery and Catering

You shall comply with all of our specifications, standards and operating procedures regarding delivery and catering services. Without limiting the generality of the foregoing, you shall: (a) offer delivery and catering of all menu items that we specify, (b) deliver or cater to customers only in an area which we determine, and which we may change at any time upon 10 days prior notice to you, (c) use only your own employees for delivery, and not through third-party food ordering, drop-off/catering, or delivery services or systems, (d) comply with our delivery driver qualifications; and (e) ring up and account for delivery and catering surcharges only with our permission, and only in the manner we specify.

9.11 Quality Control

We may, in our sole discretion, establish "quality control" programs, such as "secret shopper", "guest feedback", and "customer intercept" programs, to ensure the highest quality of service and food products in EOC Pizza Stores. You shall participate in any such quality control programs, and bear your pro-rata share, as determined by us in our sole discretion, of the costs of any such program.

9.12 Customer Complaints

You shall use your best efforts to promptly resolve any customer complaints. We may take any action we deem appropriate to resolve a customer complaint, and we may require you to reimburse us for any expenses incurred in resolving the complaint.

9.13 Suppliers and Landlord

You shall pay all vendors and suppliers in a timely manner. If you lease the Premises, you shall comply with your lease for the Premises.

9.14 Payment Systems; Gift Cards, Loyalty Programs, and Incentive Programs

You shall accept payment from customers in any form or manner we designate (which may include, for example, cash, specific credit and/or debit cards, gift cards, electronic fund transfer systems, and mobile payment systems). You shall purchase or lease all equipment and enter into all business relationships necessary to accept payments as required by us. You must at all times comply with payment card industry data security standards (PCI-DSS). At your own expense, you shall sell or otherwise issue gift cards, certificates, or other pre-paid systems, and participate in any customer loyalty programs or customer incentive programs that we designate, in the manner we specify in the Operations Manual or otherwise in writing. You shall honor all valid gift cards and other pre-paid systems, regardless of whether issued by you or another EOC Pizza Store. You shall comply with all of our procedures and specifications related to gift cards, certificates, and other pre-paid systems, or related to customer loyalty or customer incentive programs.

9.15 Product Recalls

If we or any vendor, supplier, or manufacturer of an item used or sold in your business issues a recall of such item or otherwise notifies you that such item is contaminated, defective or dangerous, you shall immediately cease using or selling such item, and you must at you own expense comply with all instructions from us or the vendor, supplier, or manufacturer of such item with respect to the destruction, disposal, recall, repair, or other remedy of such item.

9.16 Public Relations

You shall not make any public statements (including giving interviews or issuing press releases) regarding us, East of Chicago Pizza, the Franchised Business, or any particular incident or occurrence related to the Business, without our prior written approval.

9.17 Association with Causes

You shall not in the name of your EOC Pizza Store (i) donate money, products, or services to any charitable, political, religious, or other organization or cause, or (ii) act in support of any such organization or cause, without our prior written approval.

9.18 No Other Activity at the Location

You shall not engage in any activity at the Premises other operation of the Franchised Store.

9.19 No Other Businesses

If you are an entity, you shall not own or operate any other business except EOC Pizza Stores.

9.20 No Third-Party Management

You shall not engage a third-party management company to manage or operate the Franchised Store without our prior written approval, which will not be unreasonably withheld.

9.21 Identification

You must identify yourself as the independent owner of the Franchised Store in the manner prescribed by us. You must display at the Franchised Store signage prescribed by us identifying the Franchised Store as an independently owned franchise.

10. MARKETING AND ADVERTISING

10.1 Marketing Fund

We administer a marketing fund ("Marketing Fund") for the creation and development of marketing, advertising and related programs and materials, including, but not limited to, electronic, print and Internet media as well as the planning and purchasing of national and/or regional network advertising. You must contribute to the Marketing Fund 3% of Gross Revenues, at the same time and in the same manner as your payment of Royalty Fees. We reserve the right to change the 3% contribution rate on Marketing Fund contributions (as well as the minimum threshold for Local Advertising Fund contributions) in the future at our discretion.

Although the Marketing Fund is intended to maximize general recognition and patronage of the Marks for the benefit of all EOC Pizza Stores, we cannot assure you that any particular EOC Pizza Store will benefit directly or pro-rata from the placement of advertising. Additionally, we reserve the right to define, at any time, the measurement terms for any media coverage. We may use the Marketing Fund for marketing, advertising, and public relations materials, programs and campaigns (including at local, regional, national, and/or international level), and related overhead. The foregoing includes such activities and expenses as we reasonable determine, and may include, without limitation: development and placement of advertising and promotions; sponsorships; contests and sweepstakes; development of décor, trade dress, Marks, and/or branding; development and maintenance of brand websites; social media; internet activities; e-commerce programs; search engine optimization; market research; public relations, media or agency costs; trade shows and other events; printing and mailing; and administrative and overhead expenses related to the Marketing Fund (including the compensation of our employees working on marketing and for accounting, bookkeeping, reporting, legal and other expenses related to the Marketing Fund).

The Marketing Fund will be accounted for separately from our other funds. All disbursements from the Marketing Fund shall be made first from income and then from contributions. While our intent is to balance the Marketing Fund on an annual basis, from time to time the Marketing Fund may run at either a surplus or deficit. We may spend in any fiscal year an amount greater or less than the aggregate contributions of all EOC Pizza Stores to the Marketing Fund in that year, and the Marketing Fund may borrow from us or other lenders to cover deficits in the Marketing Fund or cause the Marketing Fund to invest any surplus for future use by the Marketing Fund. We assume no direct or indirect liability or obligation with respect to the maintenance, direction or administration of the Marketing Fund, except as otherwise expressed in this Section. We do not act as trustee or in any other fiduciary capacity with respect to the Marketing Fund.

10.2 Local Advertising Fund

You agree to spend for local advertising and promotional expenditures not less than 2% of Gross Revenues during any period consisting of four of your consecutive fiscal quarters. These amounts spent on local advertising and promotion will be designated as Local Advertising Funds ("LAF"). If we determine, at some later date, that you have spent less than 2% of Gross Revenues during the then most recently completed four consecutive fiscal quarters for approved local advertising and promotional expenditures, we may collect LAF contributions directly. LAF contributions will be payable on the first business day following the immediately preceding month together with the Royalty Fees due hereunder. At our discretion, said funds may be electronically drafted (ACH) from the designated account referred to in Section 6.3 hereof. The LAF will be used to pay for the cost of implementing local marketing plans developed by you and approved by us or, if we collect LAF contributions from you, to reimburse you (up to an amount not to exceed the LAF contributions so collected) for the costs incurred by you in implementing local marketing plans developed by you and approved by us. For these purposes, advertising expenditures include: (a) amounts contributed to the LAF and advertising cooperatives; and (b) amounts spent for advertising media, such as free standing insert distribution, newspapers, direct mail, collateral and promotional items, radio, television, website advertising and, if not provided by us, the cost of producing approved materials necessary to participate in these media. Advertising expenditures do not include amounts spent for items which we, in our reasonable judgment, deem inappropriate for meeting the minimum advertising requirement, including permanent on-premises signs and menu boards, lighting, menus, personnel salaries or administrative costs, transportation vehicles (even though such vehicles may display the Marks), Yellow Pages advertising, discounts, free offers and employee incentive programs. You must submit to us for our prior approval, a marketing plan and samples of all advertising and promotion materials not prepared or previously approved by us and which vary from our standard advertising and promotional materials. You may not use any advertising or promotional materials that we have not approved. At our request, you shall furnish us with copies of invoices and other appropriate documentation evidencing your compliance with this Section.

10.3 Internet Marketing

You agree not to promote, offer or sell any products or services relating to the Franchised Store, or to use any of the Marks, through the Internet without our consent. In connection with any such consent, we may establish such requirements as we deem appropriate, including: (a) obtaining our prior written approval of any Internet domain name and home page addresses; (b) submission for our approval of all website pages, materials and content; (c) use of all hyperlinks and other links; (d) restrictions on use of any materials (including text, video clips, photographs, images and sound bites) in which any third party has any ownership interest; (e) website must be linked to our public website; (f) restrictions and policies regarding “social media”, and (g) obtaining our prior written approval of any modification.

11. RECORDS AND REPORTS

11.1 Records

You agree to prepare and to maintain for three prior years complete and accurate books, records (including invoices and records relating to your advertising expenditures) and accounts (using our standard chart of accounts) for the Franchised Store, copies of your sales tax returns and such portions of your state and federal income tax returns as relate to the Franchised Store. All such books and records shall be kept at the Premises, unless we otherwise approve.

You must record all sales on computer-based point of sales systems which are fully compatible with our computer system and which include an information interface capability to communicate electronically with our computer system. You agree to purchase or lease, at your expense, such computer hardware and software, required dedicated telephone and power lines, modems, printers, and other computer-related accessories and peripheral equipment as we may specify, for the purpose of, among other functions, recording financial, operational, and customer data and communicating with us. We may require you to use proprietary software and any other computer systems which we may prescribe from time to time and you agree to execute such agreements as we may require in connection therewith.

You must provide such assistance as may be required to connect your computer system with our computer system. We shall have the right from time to time to retrieve such data and information from your computer system as we deem necessary or desirable, and you agree to fully cooperate with such efforts. In view of the contemplated interconnection of computer systems and the necessity that such systems be comparable with each other, you agree that you will comply strictly with our standards and specifications for all items associated with your computer systems.

To ensure full operational efficiency and optimum communication capability among computer systems installed by EOC Pizza Stores, you agree, at your expense, to keep your computer systems in good maintenance and repair, and to promptly install such additions, changes, modifications, substitutions or replacements to hardware, software, telephone and power lines, and other computer-related facilities, as we direct.

11.2 Periodic Reports

You must furnish us: (a) no later than the fifth business day immediately following the end of each month, a report of Gross Revenues for the preceding month; (b) within forty-five 45 days after the end of each fiscal quarter, a quarterly balance sheet and income statement and statement of cash flow of the Franchised Store for such quarter, reflecting any adjustments and accruals; (c) within 90 days after the end of each fiscal year, a year-end balance sheet and income statement and statement of cash flow of the Franchised Store for such year, reflecting all year-end adjustments and accruals; and (d) within five days of our request, such other information as we may require from time to time, including food and labor cost reports, sales and income tax statements, budgets, forecasts, copies of contracts, documents related to litigation, copies of governmental permits, and other information, data and documents. All financial reports must use our then-current standard chart of accounts. We reserve the right to publish or disclose information that we obtain under this Section in any data compilations, collections, or aggregations that we deem appropriate, in our sole discretion, so long as we do not disclose information relating to performance of your Franchised Store, unless such disclosure is required by law or order of a court.

11.3 Legal Proceedings.

You shall promptly notify us of any lawsuit or other legal proceeding by any customer, governmental authority, or other third party against your or the Franchised Store, or otherwise involving you or the Franchised Store. You shall provide such documents and information related to any such proceeding as we may request.

11.4 Initial Investment Report.

Within 120 days after opening for business, you shall submit to us a report detailing your costs and expenses to develop and open the Franchised Store, with costs allocated to the categories described in Item 7 of our Franchise Disclosure Document and with such other information as we may request.

12. INSPECTIONS AND AUDITS

12.1 Inspections

We and our designated agents have the right at any reasonable time and without prior notice to: (a) inspect the Franchised Store; (b) observe, photograph, audio-tape and/or video tape the operations of the Franchised Store; (c) remove samples of any food and beverage products, materials or supplies for testing and analysis; and (d) interview personnel and customers of the

Franchised Store. You agree to cooperate fully with such activities. You shall furnish to us, immediately upon receipt by you, copies of all inspection reports, citations or warnings received from municipal or other authorities, including, but not limited to, health and safety inspections.

12.2 Audits

We have the right any time during business hours, and on ten days prior notice to you, to inspect, copy and audit the books, records, tax returns and documents relating to the development, ownership, lease, occupancy or operation of the Franchised Store. You must cooperate fully with our representatives and independent accountants conducting such audits. If any inspection or audit discloses an understatement of Gross Revenues, you must pay us, within seven days after receipt of the audit report, the royalties and any advertising contributions due on the amount of such understatement, plus interest (as provided in Section 6.4) from the date originally due until the date of payment. Further, if such inspection or audit is made necessary by your failure to furnish reports, records or information on a timely basis, or if we determine an understatement of Gross Revenues for the period of any audit to be greater than 2%, you must reimburse us for the cost of such audit or inspection, including the charges of any attorneys and independent accountants and the travel expenses, room and board and compensation of our employees.

13. FRANCHISEE'S RIGHT TO TRANSFER

13.1 Franchisor's Approval

The rights and duties created by this Agreement are personal to you or, if you are a business corporation, partnership, limited liability company, or other legal entity, your Principals. Accordingly, neither you nor any of your Principals may transfer the Franchise without our approval and without complying with all of the provisions of Section 13. Any transfer without such approval or compliance constitutes a breach of this Agreement and is void and of no force or effect.

13.2 Conditions for Approval

If we have not exercised our rights of first refusal under Section 13.6, we will not unreasonably withhold our approval of a Transfer of the Franchise that meets all of the reasonable restrictions, requirements and conditions we impose on the transfer, the transferor(s) and/or the transferee(s), including the following:

(a) you have completed development of the Franchised Store and are operating the Franchised Store in accordance with this Agreement;

(b) transferors and transferees must be in compliance with the provisions of this Agreement and all other agreements with us or any of our Affiliates;

(c) the proposed transferee and its Principals (if the proposed transferee is a corporation, partnership, limited liability company or other legal entity), must provide us on a timely basis all information we request, must be individuals acting in their individual capacities who are of good character and reputation, having sufficient business experience, aptitude and financial resources to operate the Franchised Store, and who must otherwise meet our approval;

(d) the proposed transferee and its Principals do not own or operate a Competitive Business;

(e) the proposed transferee may not be an entity, or be affiliated with an entity, that is required to comply with reporting and information requirements of the Securities Exchange Act of 1934, as amended;

(f) the transferee (or its Operating Partner) and its managers or assistant managers must have completed our initial training program or must be currently certified by us to operate and/or manage an EOC Pizza Store to our satisfaction;

(g) the transferee (and its Principals) must agree, at our option, to either (1) be bound by all of the provisions of this Agreement for the remainder of its Term (and at our discretion we may grant a new 10-year term) or (2) execute our then-current standard form of franchise agreement and related documents used in the state in which the Franchised Store is located (which may provide for different royalties, advertising contributions and expenditures, duration and other rights and obligations than those provided in this Agreement);

(h) if you executed this Agreement pursuant to a Development Agreement, then the transferee must acquire, in a concurrent transaction, all of your rights, and the rights of your Principals and Affiliates, under such Development Agreement (or any successor development agreement) and all franchise agreements for EOC Pizza Stores that you or your Principals or Affiliates executed pursuant to such Development Agreement (or any predecessor or successor development agreement);

(i) you or the transferee must pay us a transfer fee equal to $5,000;

(j) you and your Principals and Affiliates must, except to the extent limited or prohibited by applicable law, execute a general release, in form and substance satisfactory to us, of any and all claims against us, our Affiliates, shareholders, officers, directors, employees, agents, successors and assigns;

(k) we must not have disapproved the material terms and conditions of such transfer (including the price and terms of payment and the amount to be financed by the transferee in connection with such transfer, which shall not in any event exceed 75% of the purchase price for the assets or stock to be transferred) on the basis that they are so burdensome as to be likely, in our reasonable judgment, to adversely affect the transferee's operation of the Franchised Store or its compliance with its franchise agreement, any development agreement and any other agreements being transferred;

(l) if you (or any of your Principals or Affiliates) finance any part of the sale price of the transferred interest, you and/or your Principals or Affiliates must agree that all obligations of the transferee, and security interests reserved by any of them in the assets transferred, will be subordinate to the transferee's obligations to pay all amounts due us and our Affiliates and to otherwise comply with this Agreement, or the new franchise agreement executed by the transferee;

(m) you and your Principals must execute a non-competition and confidentiality agreement, in form and substance satisfactory to us, in favor of us and the transferee agreeing that: (i) for a period of three years, starting on the effective date of the transfer, you and your Principals, will not directly or indirectly (such as through members of their Immediate Families) own any legal or beneficial interest in, or render services or give advice to: (1) any Competitive Business that is located in the Protected Area; (2) any Competitive Business that is located within a five-mile radius of any other EOC Pizza Store in operation or under construction as of the effective date of such transfer; or (3) any entity which grants franchises, licenses or other interests to others to operating any Competitive Business; and (ii) you will not disclose Confidential Information during the Term and any time after the Term;

(n) you and your Principals execute a general release, in form and substance satisfactory to us, of any and all claims against us, and our Affiliates, officers, directors, employees, and agents;

(o) we do not determine that any applicable federal or state statute, regulation, rule or law which is enacted, promulgated or amended after the date hereof, may have a material adverse effect on our rights, remedies or discretion with respect to our relationship with the proposed transferee; and

(p) you and your Principals and Affiliates must execute such other documents and do such other things as we may reasonably require to protect our rights under this Agreement and under any Development Agreement.

13.3 Effect of Approval

Our approval of a Transfer of the Franchise does not constitute: (a) a representation as to the fairness of the terms of any agreement or arrangement between you or your Principals and the transferee or as to the prospects of success of the Franchised Store by the transferee; or (b) a release of you and your Principals, a waiver of any claims against you or your Principals or a waiver of our right to demand the transferee's compliance with this Agreement. Any approval shall apply only to the specific Transfer of the Franchise being proposed and shall not constitute an approval of, or have any bearing on, any other proposed transfer of the Franchise.

13.4 Special Transfers

Neither Section 13.6 nor Sections 13.2 (a), (g) or (i) shall apply to any Transfer of the Franchise among any of your then-current Principals. Neither Section 13.6 nor Sections 13.2 (i) or (k) shall apply to any Transfer of the Franchise to any member of your Immediate Family or the Immediate Family of a then-current Principal of you (if you are a corporation, partnership, Limited Liability Company or other legal entity). On 30 days' notice to us, you (if you are an individual or partnership) may transfer this Agreement, in conjunction with a transfer of all of the assets of the Franchised Store, by an agreement in form and substance approved by us, to a corporation or limited liability company which conducts no business other than the operation of the Franchised Store (and other EOC Pizza Stores under franchise agreements granted by us), and of which you own and control of the equity and voting power of all issued and outstanding capital stock. None of the foregoing assignments shall relieve you or your Principals of your respective obligations hereunder, and you and your Principals remain jointly and severally liable for all obligations hereunder.

13.5 Death or Disability

Upon your death or permanent disability (if you are an individual as opposed to a legal entity), or the death or permanent disability of the Operating Partner or a Principal owning a controlling interest in you, the executor, administrator or other personal representative of such person shall transfer their interest in this Agreement or their interest in you to a third party approved by us in accordance with all of the applicable provisions of Section 13 within a reasonable period of time, not to exceed six months from the date of death or permanent disability.

13.6 Franchisor's Right of First Refusal

If you or any of your Principals desire to Transfer the Franchise for legal consideration, you or such Principal must obtain a bona fide, executed written offer from a responsible and fully disclosed purchaser and must deliver immediately to us a complete and accurate copy of such offer. If the offeror proposes to buy any other property or rights from you or any of your Principals or Affiliates (other than rights under development agreements or other franchise agreements for EOC Pizza Stores) as part of the bona fide offer, the proposal for such property or rights must be set forth in a separate, contemporaneous offer that is fully disclosed to us, and the price and terms of purchase offered to you or your Principals for the Transfer of the Franchise must reflect the bona fide price offered thereof and may not reflect any value for any other property or rights.

We have the option, exercisable by notice delivered to you or your Principals within 30 days from the date of delivery of a complete and accurate copy of such offer to us, to purchase such interest for the price and on the terms and conditions contained in such offer, provided that: (a) we may substitute cash for any form of payment proposed in such offer; (b) our credit shall be deemed equal to the credit of any proposed purchaser; and (c) we will have not less than 60 days from the option exercise date to consummate the transaction. We have the right to investigate and analyze the business, assets and liabilities and all other matters we deem necessary or desirable in order to make an informed investment decision with respect to the fairness of the terms of our right of first refusal. We may conduct such investigation and analysis in any manner we deem reasonably appropriate and you and your Principals must cooperate fully with us in connection therewith.

If we exercise our option to purchase, we are entitled to purchase such interest subject to all representations and warranties, closing documents and indemnities as we reasonably may require. If we do not exercise our option to purchase, you or your Principals may complete the sale to such offeror pursuant to and on the exact terms of such offer, subject to our approval of the transfer as provided in Sections 13.1 and 13.2, provided that if the sale to such offeror is not completed within 90 days after delivery of such offer to us, or if there is a material change in the terms of the offer, you must promptly notify us and we will have an additional option to purchase (on the terms of the revised offer, if any, and otherwise as set forth herein) during the 30-day period following your notification of the expiration of the 90-day period or the material change to the terms of the offer.

13.7 Securities Offering.

Neither you nor any of your Principals may issue or sell, or offer to issue or sell, any of your securities or any securities of any of your Affiliates, regardless of whether such sale or offer would be required to be registered pursuant to the provisions of the Securities Act of 1933, as amended, or the securities laws of any other jurisdiction, without obtaining our prior consent, not to be unreasonably withheld or delayed, and complying with all of our requirements and restrictions concerning use of information about us and our Affiliates. Neither you nor any of your Principals may issue or sell your securities or the securities of any of your Affiliates if: (a) such securities would be required to be registered pursuant to the Securities Act of 1933, as amended, or such securities would be owned by more than 35 persons; or (b) after such issuance or sale, you or such Affiliate would be required to comply with the reporting and information requirements of the Securities Exchange Act of 1934, as amended.

14. DEFAULT AND TERMINATION OF AGREEMENT

14.1 Immediate Termination

You are in material breach of this Agreement, and we may terminate this Agreement without notice, at our discretion, if you become insolvent by reason of your inability to pay your debts as they mature; if you are adjudicated bankrupt or insolvent; if you file a petition in bankruptcy, reorganization or similar proceeding under the bankruptcy laws of the United States or have such a petition filed against you which is not discharged within 30 days; if a receiver or other custodian, permanent or temporary, is appointed for your business, assets or property; if you request the appointment of a receiver or make a general assignment for the benefit of creditors; if final judgment against you in the amount of $10,000 or more remains unsatisfied of record for 30 days or longer; if your bank accounts, property or accounts receivable are attached; if execution is levied against your business or property; if suit is filed to foreclose any lien or mortgage against any of your assets and such suit is not dismissed within 30 days; or if you voluntarily dissolve or liquidate or have a petition filed for corporate or partnership dissolution and such petition is not dismissed within 30 days.

14.2 Termination Upon Notice

In addition to our right to terminate pursuant to other provisions of this Agreement and under applicable law, you are in material breach of this Agreement, and we have the right to terminate this Agreement, effective upon delivery of notice of termination to you, if you or any of your Principals or Affiliates:

(a) fail to open the Franchised Store and start business, as provided in Section 3.3;

(b) abandon or fail to operate the Franchised Store on a full-time basis for any reason (other than for casualty loss, not to exceed 15 days) without our prior written consent;

(c) surrender or transfer control of the operation of the Franchised Store without our prior written consent;

(d) make any material misstatement or omission in the Franchise Application or in any other information provided to us;

(e) suffer cancellation or termination of the lease or sublease for the Franchised Store;

(f) are convicted of, or plead no contest to, or are accused by any governmental authority or third party of a felony;

(g) are accused by any governmental authority or third party of any act, or if commits any act or series of acts, that we reasonably believe may adversely affect the System or the goodwill associated with the Marks;

(h) make or attempt to make an unauthorized Transfer of the Franchise or fail to Transfer the Franchise or the interest of a deceased or disabled Principal of you as herein required;

(i) make any unauthorized use or disclosure of any Confidential Information or use duplicate or disclose any portion of the Operations Manual in violation of this Agreement;

(j) fail or refuse to comply with any mandatory specification, standard or operating procedure prescribed by us relating to the organization, cleanliness or sanitation of the Franchised Store or violate any health, safety or sanitation law, ordinance or regulation, that we reasonably believe may pose harm to the public or to you or our reputation, and do not correct such failure, refusal or violation within 24 hours after written notice thereof is delivered to you;

(k) fail to report accurately Gross Revenues, to establish, maintain and/or have sufficient funds available in the designated account as required by Section 6.3 of this Agreement or to make payment of any amounts due us or any of our Affiliates, and do not correct such failure within 15 days after written notice of such failure is delivered to you;

(l) fail to make a timely payment of any amount due to a supplier unaffiliated with us (other than payments which are subject to bona fide dispute), and do not correct such failure within 15 days after we deliver to you notice of such failure to comply;

(m) you or any Principal slanders or libels us or any of our employees, directors, or officers;

(n) are in breach of any other agreement between you or any of your Affiliates and us or any of our Affiliates such that we or our Affiliate(s) have a right to terminate any such agreement, whether we or our Affiliate elect to exercise a right to terminate such agreement;

(o) fail to comply with any other provision of this Agreement or any mandatory specification, standard or operating procedure prescribed by us and do not correct such failure within 15 days after notice of such failure to comply is delivered to you; or

(p) you have received two or more notices of default and you commit another breach of this Agreement, all in the same 12-month period.

14.3 Our Right to Cure

If you breach or default under any provision of this Agreement, we may (but have no obligation to) take any action to cure the default on your behalf, without any liability to you. If we cure or attempt to cure your breach of your default, you shall reimburse us for our costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee.

14.4 Right to Discontinue Supplies Upon Default.

While you are in default or breach of this Agreement, we may (i) require that you pay cash on delivery for products or services supplied by us, (ii) stop selling or providing any products and services to you, and/or (iii) request any suppliers to not sell or provide products or services to you. No such action by us shall be a breach or constructive termination of this Agreement, change in competitive circumstances or similarly characterized, and you shall not be relieved of any obligations under this Agreement because of any such action. Our rights described in this section are in addition to any other right or remedy available to us.

14.5 Temporary Public Safety Closure.

If we discover or becomes aware of any aspect of the Franchised Store which, in our opinion, constitutes an imminent danger to the health or safety of any person, then immediately upon our order, you must temporarily cease operations of the Franchised Store and remedy the dangerous condition. We shall have no liability to you or any other person for action or failure to act with respect to a dangerous condition.

15. RENEWAL RIGHTS

15.1 Your Right to Acquire a Successor Franchise

You have the right, with our approval, subject to the conditions contained in Section 15, to acquire one successor 10-year franchise for the Franchised Store on the terms and conditions of our then-current form of franchise agreement for EOC Pizza Stores, if upon expiration of the Term: (a) you and your Principals and Affiliates are in compliance with this Agreement and all other agreements with us or any of our Affiliates, and you and your Principals have been in substantial compliance with this Agreement throughout the Term; (b) we have not notified you of our decision that any federal or applicable state legislation, regulation or rule, which is enacted, promulgated or amended after the date hereof, may have an adverse effect on our rights, remedies or discretion in franchising EOC Pizza Stores; (c) you maintain the right to possession of the Premises for the term of the successor franchise agreement; (d) within a time specified by us, you remodel the Franchised Store, add or replace improvements, fixtures, furnishings, equipment and signs and otherwise modify the Franchised Store to meet the specifications and standards then applicable for new EOC Pizza Stores; and (f) you pay a renewal fee equal to one-half of the initial franchise fee we are then charging for new franchises.

15.2 Notices

You must give us written notice of your desire to acquire a successor franchise not less than 180 days or more than three hundred 365 days prior to the expiration of this Agreement. We will give you notice, not later than 60 days after receipt of your notice, of our decision whether or not you have the right to acquire a successor franchise pursuant to Section 15.1. Notwithstanding any notice of our decision that you have the right to acquire a successor franchise for the Franchised Store, your right will be subject to your continued compliance with all the provisions of this Agreement up to the date of its expiration.

15.3 Agreements

If you have the right to acquire a successor franchise in accordance with Section 15.1 and state your desire to exercise that right in accordance with Section 15.2, we and you (and your Principals) will execute the form of franchise agreement (which may contain provisions, including royalty fees, materially different from those contained herein) and all ancillary agreements (including, personal guarantees by your Principals and a remodeling agreement on such terms as we determine to be appropriate) which we then customarily use in granting renewal franchises for the operation of EOC Pizza Stores, and you and your Principals must execute general releases, in form and substance satisfactory to us, of any and all claims against us, and our Affiliates, officers, directors, employees, agents, successors and assigns. Failure by you (and your Principals) to sign such agreements and releases within 30 days after delivery to you shall be deemed an irrevocable election by you not to acquire a successor franchise for the Franchised Store. Upon expiration of the successor franchise agreement, you will not have any further right to acquire additional successor franchises for the Franchised Store.

16. EFFECT OF TERMINATION OR EXPIRATION

16.1 Payment of Amounts Owed to Us

On the effective date of termination or expiration (without renewal) of this Agreement, you must pay us and our Affiliates all royalties, advertising fund contributions, amounts owed for purchases from us or our Affiliates, interest due on any of the foregoing and all other amounts owed to us or our Affiliates which are then unpaid.

16.2 Discontinue Use of Marks and Confidential Information

Upon the termination or expiration (without renewal) of this Agreement, you will:

(a) not directly or indirectly at any time or in any manner use any Mark, any colorable imitation or other indicia of an EOC Pizza Store;

(b) take such action as may be required to cancel all fictitious or assumed name registrations relating to your use of any Mark;

(c) notify the telephone company and all telephone directory publishers of the termination or expiration of your right to use any telephone number and any regular, classified or other telephone directory listings associated with any Mark and to authorize transfer of the number to us or at our direction;

(d) if we do not exercise our right to acquire the Franchised Store pursuant to Section 16.4, promptly remove from the Premises, and discontinue using for any purpose, all signs, fixtures, furniture, décor items, advertising materials, forms and other materials and supplies which display any of the Marks, or any distinctive features, images, or designs associated with EOC Pizza Stores and, at your expense, make such alterations as may be necessary to distinguish the Premises so clearly from its former appearance as an EOC Pizza Store and from other EOC Pizza Stores as to prevent any possibility of confusion by the public;

(e) immediately cease to use all Confidential Information and return to us all copies of the Operations Manual and any other confidential materials which have been loaned to you;

(f) immediately discontinue any mode of communications on the Internet directly or indirectly relating to the Franchised Store, and immediately take all steps required by us to transfer any domain names, social media accounts, or other Internet communications to us;

(g) within 30 days after the effective date of termination or expiration, furnish us evidence satisfactory to us of your compliance with the foregoing obligations.

(h) immediately discontinue any and all use of all computer software and programming provided to you by us. It is specifically understood that you are using software as part of your rights under this Franchise Agreement and that the ownership of the software remains at all times with us. You agree upon termination of this agreement to immediately erase any and all copies of the software including backups; and

(i) you further agree that upon termination of this agreement that all signs indicating the name, trademarks, menus, or any other indices that identify it as an East of Chicago Pizza location will be removed within seven days of said termination.

16.3 Post-Term Covenants

For a period of three years, starting on the effective date of termination or expiration (without renewal) of this Agreement, neither you nor any of your Principals may directly or indirectly (such as through their Immediate Families) own a legal or beneficial interest in, or render services or give advice to: (a) any Competitive Business operating in the Protected Area; (b) any Competitive Business operating within a radius of five miles of any EOC Pizza Store in operation or under construction on the effective date of termination or expiration; or (c) any entity which grants franchises, licenses other interests to others to operate any Competitive Business. For a period of one year, neither you nor any of your Principals shall employ, or seek to employ or engage as an independent contractor, any person then employed by us or by any other EOC Pizza Store franchisee.

You and each of your Principals expressly acknowledge the possession of skills and abilities of a general nature and the opportunity for exploiting such skills in other ways, so that enforcement of the covenants contained in this Section will not deprive any of you of your personal goodwill or ability to earn a living. Furthermore, you and each of your Principals agree: (i) that the three-year period and geographic scope of the covenants contained in this Section are reasonable; and (ii) not to contest the validity or reasonableness of the covenants. If you or any of your Principals fail or refuse to abide by any of the foregoing covenants and we obtain enforcement in a judicial or arbitration proceeding, the obligations under the breached covenant will continue in effect for a period of time ending three years after the date such person commences compliance with the order enforcing the covenant.

16.4 Our Option to Acquire the Franchised Store

Upon termination or expiration (without renewal) of this Agreement, we have the right, exercisable by giving notice thereof ("Appraisal Notice") within 15 days after the date of such termination or expiration, to require that a determination be made of the "Fair Market Value" (as defined below) of all the tangible assets of the Franchised Store which you own, including inventory of non-perishable products, materials, supplies, furnishings, equipment, signs, and any and all leasehold improvements, fixtures, building and land, but excluding any cash and short-term investments and any items not meeting our specifications for EOC Pizza Stores (the "Purchased Assets"). Notwithstanding the foregoing, if you notify us not less than 180 days or more than 270 days prior to the expiration of this Agreement that you do not desire to enter into a successor Franchise Agreement on expiration, then we agree, if we desire to exercise our right to purchase, to give you the Appraisal Notice at least 120 days prior to the date of expiration of this Agreement. Upon delivery of the Appraisal Notice, you may not sell or remove any of the assets of the Franchised Store from the Premises (other than in the ordinary course of business) and must give us, our designated agents and the "Appraiser" (as defined below) full access to the Franchised Store and all of your books and records at any times during customary business hours in order to conduct inventories and determine the purchase price for the Purchased Assets.

The Fair Market Value shall be determined by consultation between you and us to establish the amount which an arm's length purchaser would be willing to pay for the Purchased Assets. Under no circumstances will any value be attributed to any goodwill associated with the Marks or any value attributed to the System (all of which you acknowledge to be owned by us), provided, however, value may, if appropriate, be attributed to the going concern value of your Franchised Store. If you and we are unable to agree on the Fair Market Value of the Purchased Assets within 15 days after the Appraisal Notice, then Fair Market Value will be determined by a member of a nationally recognized accounting firm (other than a firm which conducts audits of our or your financial statements) mutually selected by you and us who has experience in the valuation of restaurant businesses (the "Appraiser"). If we are unable to agree on the Appraiser within 30 days after the Appraisal Notice, either party may demand the appointment of an Appraiser to be made by the director of the regional office of the American Arbitration Association located nearest to our headquarters, and such person shall be the Appraiser. The Appraiser will make its determination and submit a written report ("Appraisal Report") to you and us as soon as practicable, but in no event more than 60 days after its appointment. Each party may submit in writing to the Appraiser its judgment of Fair Market Value (together with its reasons therefore); however, the Appraiser shall not be limited to these submissions and may make such independent investigations as reasonably determined to be necessary. The Appraiser's fees and costs shall be borne equally by the parties.

We have the option, exercisable by delivering notice thereof within 30 days after submission of the Appraisal Report (or the date that an agreement is reached, if the parties agree to the Fair Market Value), to agree to acquire the Purchased Assets at the Fair Market Value. We shall have the unrestricted right to assign this option to acquire the Purchased Assets separate and apart from the remainder of this Agreement.

If we exercise our option to acquire the Purchased Assets, 50% of the purchase price for the Purchased Assets will be paid in cash at the closing, which will occur at the place, time and date we designate, but not later than 60 days after the exercise of our option to purchase the Purchased Assets. At the closing, we will be entitled to all warranties, title insurance policies and other closing documents and post-closing indemnifications as we reasonably require, including: (a) instruments transferring good and marketable title to the Purchased Assets, free and clear of all liens, encumbrances, and liabilities, to us or our designee, with all sales and other transfer taxes paid by you; and (b) an assignment of all leases of assets used in the operation of the Franchised Store, including land, building and/or equipment (or if an assignment is prohibited, a sublease to us or our designee for the full remaining term and on the same terms and conditions as your lease, including renewal and/or purchase options); provided, however, that if any of your Principals or Affiliates directly or indirectly owns the land, building and/or equipment of the Franchised Store, you will, at our option, cause such Principal or Affiliate to grant to us a lease at reasonable and customary rental rates and other terms prevailing in the community where the Franchised Store is located. Any dispute concerning the rental rates and terms of such lease shall be resolved by the Appraiser. Twenty-five percent of the purchase price (plus accrued and unpaid interest on the unpaid balance, at the Prime Rate, as defined below, from and after the closing date) shall be payable on the first anniversary of the closing date, and the remaining 25% of the purchase price (plus accrued and unpaid interest on the unpaid balance, at the Prime Rate, from and after the closing date) shall be payable on the second anniversary of the closing date. The "Prime Rate" shall be the published Prime Rate as of the date of closing of Bank One or any other national bank we select.

If you cannot deliver clear title to all of the Purchased Assets, or if there are other unresolved issues, the closing of the sale may, at our option, be accomplished through an escrow on such terms and conditions as we deem appropriate, including the making of payments, to be deducted from the purchase price, directly to third parties in order to obtain clear title to all of the Purchased Assets. Further, you and we shall comply with any applicable Bulk Sales provisions of the Uniform Commercial Code as enacted in the state where the Premises are located and all applicable state and local sales and income tax notification and/or escrow procedures. We have the right to set off against and reduce the purchase price by any and all amounts owed by you or any of your Principals or Affiliates to us or any of our Affiliates or other obligations which we are required to assume, as a matter of law, by purchasing the Purchased Assets.

Upon delivery of the Appraisal Notice and pending: (a) determination of Fair Market Value; (b) our option period; and (b) the closing of the purchase, we may authorize continued temporary operations of the Franchised Store pursuant to the terms of this Agreement, subject to the supervision and control of one or more of our appointed managers.

16.5 Upon Termination of Agreement

Upon Termination of Agreement whether it terminates automatically by its terms, or that terminates under the provisions of paragraph 14.1 or paragraph 14.2 above, you agree that we shall retain the rights to any and all phone numbers used in the operation of the East of Chicago Pizza location referenced in this agreement. You further agree that you will cooperate in any way necessary including but not limited to issuing verbal or written instructions to the appropriate phone company to see that the phone number used for the Franchise is transferred to the Franchisor. We will agree to be responsible for any charges involved in transferring the number, or any charges incurred after the termination of this agreement. The Franchisor retains the right to accept or reject the privilege of retaining the phone number as outlined herein

16.06Continuing Obligations

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

17. RELATIONSHIP OF THE PARTIES

17.1 Independent Contractors

Neither this Agreement nor the dealings of the parties pursuant to this Agreement shall create any fiduciary relationship or any other relationship of trust or confidence between the parties hereto. Franchisor and Franchisee, as between themselves, are and shall be independent contractors.

Nothing contained in this Agreement, or arising from the conduct of the parties hereunder, is intended to make either party a general or special agent, joint venturer, partner or employee of the other for any purpose whatsoever. You must conspicuously identify yourself in all dealings with customers, lessors, contractors, suppliers, public officials, employees and others as the Principal of the Franchised Store and must place such other notices of independent ownership on such forms, business cards, stationery, advertising and other materials we may require from time to time.

You may not make any express or implied agreements, warranties, guarantees or representations or incur any debt in our name or on our behalf or represent that the relationship of the parties hereto is anything other than that of independent contractors. We will not be obligated by or have any liability under any agreements made by you with any third party or for any representations made by you to any third party. We will not be obligated for any damages to any person or property arising directly or indirectly out of the operations of your business hereunder.

If applicable law shall imply a covenant of good faith and fair dealing in this Agreement, the parties hereto agree that such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if applicable law shall imply such covenant, we and you acknowledge and agree that: (a) this Agreement (and the relationship of the parties which arises from this Agreement) grants us the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with your explicit rights and obligations hereunder that may affect favorably or adversely your interests; (b) we will use our judgment in exercising such discretion based on our assessment of our own interests and balancing those interests against the interests of the Principals of EOC Pizza Stores generally (including ourselves, and our Affiliates and other franchisees), and specifically without considering your individual interests or the individual interests of any other particular franchisee; (c) we will have no liability to you for the exercise of our discretion in this manner so long as such discretion is not exercised in bad faith toward you; and (d) in the absence of such bad faith, no trier of fact in any legal action or arbitration proceeding shall substitute its judgment for our judgment so exercised.

17.2 Indemnification

You and each of your Principals, jointly and severally, agree to indemnify us, our Affiliates and our respective directors, officers, employees, shareholders, agents, successors and assigns (collectively "indemnities"), and to hold the indemnities harmless to the fullest extent permitted by law, from any and all losses and expenses (as defined below) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether it is reduced to judgment) or any settlement thereof which arises directly or indirectly from, or as a result of, a claim of a third party in connection with the development, ownership, operation or closing of the Franchised Store (collectively "event"), and regardless of whether it resulted from any strict or vicarious liability imposed by law on the indemnities; provided, however, that this indemnity will not apply to any liability arising from a breach of this Agreement by the indemnities or the gross negligence or willful acts of indemnities (except to the extent that joint liability is involved, in which event the indemnification provided herein will extend to any finding of comparative or contributory negligence attributable to you). The term "losses and expenses" includes compensatory, exemplary, and punitive damages; fines and penalties; attorney's fees; experts' fees; court costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation for damages to our reputation and goodwill; and all other costs associated with any of the foregoing losses and expenses. We agree to give you reasonable notice of any event of which we become aware for which indemnification is required, and, at your expense and risk, we may elect to assume (but under no circumstance obligated to undertake) the defense and/or settlement thereof, provided that we will seek your advice and counsel. Our assumption of the defense does not modify your indemnification obligation. We may, in our reasonable discretion, take such actions as we deem necessary and appropriate to investigate, defend, or settle any event or take other remedial or corrective actions with respect thereto as may be, in our reasonable discretion, necessary for the protection of the indemnities or EOC Pizza Stores generally. This Section shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

17.3 Taxes

We will have no liability for any sales, use, service, occupation, exercise, gross receipts, income, payroll, property or other taxes, whether levied upon the Franchised Store, your property or upon us, in connection with sales made or business conducted by you (except any taxes we are required by law to collect from you). Payment of all such taxes shall be your responsibility. In the event of a bona fide dispute as to your liability for taxes, you may contest your liability in accordance with applicable law. In no event, however, will you permit a tax sale, seizure, or attachment to occur against the Franchised Store or any of its assets.

18. DISPUTE RESOLUTION

18.1 Arbitration

Except as provided in Section 18.2, all controversies, disputes, or claims (including any question of arbitrability) between, on the one hand, Franchisor and/or its Affiliates and/or their respective officers, directors, and/or employees, and, on the other hand, you and/or any Principal(s) and/or their respective Affiliates, officers, directors, and/or employees, including allegations of fraud, misrepresentation or violation of any state or federal laws or regulations, arising under, as a result of, or in connection with this Agreement, the Franchised Store or the Principals' guarantees shall, on demand of either party be submitted for arbitration to the American Arbitration Association ("AAA"). The arbitration shall be governed exclusively by the United States Arbitration Act (9 U.S.C. §1, et seq.), without reference to any state arbitration statutes. The parties agree that, in connection with any such arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding shall be barred. The arbitration proceedings shall be conducted in the city where our headquarters is then located, in accordance with the then-current commercial arbitration rules of the AAA. Except as expressly provided herein, the arbitrator will have no authority to add to, delete or modify the terms of this Agreement. Both parties will have the absolute right to cross-examine any person who testifies against them or in favor of another party. The arbitration proceedings shall be conducted on an individual basis and not on a multi-plaintiff, consolidated or class-wide basis. The arbitrator shall have the right to award the relief which they deem proper, consistent with the terms of this Agreement, including compensatory damages (with interest on unpaid amounts from date due), specific performance, injunctive relief, legal fees and costs. The award and decision of the arbitrator shall be conclusive and binding on all parties, and judgment upon the award may be entered in any court of competent jurisdiction. Any right to contest the validity or enforceability of the award shall be governed exclusively by the United States Arbitration Act. Notwithstanding the foregoing, such arbitration findings, conclusions, orders and awards may not be used to collaterally stop either party from raising any like or similar issue in any other arbitration, litigation, court hearing or other proceeding involving third parties or other franchisees. In any arbitration between them, neither we nor you nor any Principal may introduce as evidence or otherwise use to establish any fact, action, finding or violation, any findings, conclusions, orders or awards resulting from any prior arbitration, litigation, court hearing or other proceeding involving you and a third party or us and a third party or other franchisee.

Nothing in this Section 18.1 shall limit or otherwise impair our ability to pursue any relief referred to in Section 18.2 below. The provisions of this Section 18.1 shall continue in full force and effect subsequent to and notwithstanding expiration or termination of this Agreement.

18.2 Injunctive Relief

Notwithstanding Section 18.1, we may obtain in any court of competent jurisdiction any injunctive relief, including temporary restraining orders and preliminary injunctions, against conduct or threatened conduct for which no adequate remedy at law may be available or which may cause us irreparable harm. We may have such injunctive relief in addition to such further and other relief as may be available at equity or law, and your sole remedy in the event of the entry of such injunction, shall be its dissolution, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived). You and each of your Principals acknowledge that any violation of Sections 7, 13, 16.2, or 16.3 would result in irreparable injury to us for which no adequate remedy at law may be available. Accordingly, you and each of your Principals consent to the issuance of an injunction at our request prohibiting any conduct in violation of any of those Sections and agree that the existence of any claim you or any of your Principals may have against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement of any of those Sections.

18.3 Venue

You and your Principals irrevocably submit to the exclusive jurisdiction of the United States District Court of the Northern District of Ohio, Western Division in Toledo, and the State Courts of Allen County, Ohio in Lima, Ohio in any suit, action or proceeding, arising out of or relating to this Agreement or its breach or any other dispute between you and/or any of your Principals and us, and you and your Principals irrevocably agree that all claims in respect of any such suit, action or proceeding must be brought and/or defended therein. You and your Principals irrevocably waive, to the fullest extent you may lawfully do so, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding. Nothing contained herein shall affect our rights as Franchisor to bring a suit, action or proceeding in any other appropriate jurisdiction, to enforce any judgment against you and/or any of your Principals entered by a State or Federal Court.

18.4 Governing Law

The laws of the state of Ohio (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties (or their Principals). The parties agree that any Ohio law for the protection of franchisees or business opportunity purchasers (including the Ohio Business Opportunity Plan Law) will not apply unless its jurisdictional requirements are met independently without reference to this Section 18.8.

18.5 Costs of Enforcement

In any legal proceeding (including arbitration) related to this Agreement or any guaranty, the non-prevailing party shall pay the prevailing party’s attorney fees, costs and other expenses of the legal proceeding. “Prevailing party” means the party, if any, which prevailed upon the central litigated issues and obtained substantial relief.

18.6 Limitations on Legal Actions

Except with respect to your obligations regarding use of the Marks and the Confidential Information in Sections 5, 7.1 and 16.2, we and you (and your Principals) each waives, to the fullest extent permitted by law, any right to or claim for any punitive or exemplary damages against the other. You and each of your Principals waive, to the fullest extent permitted by applicable law, the right to recover consequential damages for any claim directly or indirectly arising from or relating to this Agreement.

You agree that, for our franchise system to function properly, we should not be burdened with the cost of litigating system-wide disputes. Accordingly, any disagreement between you and/or any of your Principals and us shall be considered unique as to its facts and shall not be brought as a class action, and you (and each of your Principals) waive any right to proceed against us or any of our Affiliates, officers, directors, employees, agents, successors, and assigns by way of class action. In any legal action between the parties, the court or arbitrator shall not be precluded from making an independent determination of the issues in question, notwithstanding the similarity of issues in any other legal action involving us and any other franchisee, and each party waives the right to claim that a prior disposition of the same or similar issues preclude such independent determination.

Furthermore, the parties agree that any arbitration or other legal proceeding in connection with this Agreement shall be tried/arbitrated by the court/arbitrator(s) without a jury, and all parties hereto waive any right to have any action tried or arbitrated with the use or assistance of a jury.

19. MISCELLANEOUS

19.1 Severability and Substitution of Provisions

Every part of this Agreement shall be considered severable. If for any reason any part of this Agreement is held to be invalid, that determination shall not impair the other parts of this Agreement. If any covenant herein which restricts competitive activity is deemed unenforceable by virtue of its scope or in terms of geographical area, type of business activity prohibited and/or length of time, but could be rendered enforceable by reducing any part or all of it, you and we agree that it will be enforced to the fullest extent permissible under applicable law and public policy. If any provision of this Agreement or any specification, standard or operating procedure prescribed by us is invalid or unenforceable under applicable law, we have the right, in our sole discretion, to modify such invalid or unenforceable provision, specification, standard or operating procedure to the extent required to make it valid and enforceable.

If any applicable law requires a greater prior notice of the termination than is required hereunder, a different standard of “good cause” to terminate this Agreement or the taking of some other action not required hereunder, the prior notice, the “good cause” standard and/or the other action required by such law shall be substituted for the comparable provisions hereof.

19.2 Waiver of Obligations

We and you may by written instrument unilaterally waive or reduce any obligation of the other under this Agreement. Any such waiver granted shall be without prejudice to any other rights the waiving party may have, will be subject to continuing review by such party and may be revoked, in such party's sole discretion, at any time and for any reason, effective upon delivery to the other party of 15 days prior written notice. You and we shall not be deemed to have waived any right reserved by this Agreement by virtue of any custom or practice of the parties that variance with it; any failure, refusal or neglect by you or us to exercise any right under this Agreement (except as provided in Section 19.3) or to insist upon exact compliance by the other with its obligations hereunder; any waiver, forbearance, delay, failure or omission by us to exercise any right, whether of the same, similar or different nature, with respect to other EOC Pizza Stores; or the acceptance by us of any payments due from you after any breach of this Agreement.

19.3 Exercise of Rights

Except as otherwise expressly provided herein, rights of us and you hereunder are cumulative and no exercise or enforcement by us or you of any right or remedy hereunder shall preclude the exercise or enforcement by us or you of any other right or remedy hereunder which we or you are entitled to enforce by applicable law. If you or any Principal commits any act or default for which we exercise our right to terminate this Agreement, you will pay to us the actual and consequential damages we incur as a result of the premature termination of this Agreement. You acknowledge and agree that the proximate cause of such damages sustained by us is your act of default and not our exercise of our right to terminate. Notwithstanding the foregoing, and except as otherwise prohibited or limited by applicable law, any failure, neglect, or delay of a party to assert any breach or violation of any legal or equitable right arising from or in connection with this Agreement, shall constitute a waiver of such right and shall preclude the exercise or enforcement of any legal or equitable remedy arising there from, unless written notice specifying such breach or violation is provided to the other party within twenty-four (24) months after the later of: (a) the date of such breach or violation; or (b) the date of discovery of the facts (or the date the facts could have been discovered, using reasonable diligence) giving rise to such breach or violation.

19.4 Successors and Assigns

This Agreement is binding on the parties hereto and their respective executors, administrators, heirs, assigns and successors in interest. This Agreement is fully transferable by us, whether by operation of law or otherwise, and shall inure to the benefit of any transferee or other legal successor to our interests herein.

19.5 Construction

The language of this Agreement shall be construed according to its fair meaning and not strictly against any party. The introduction, exhibits and riders (if any) to this Agreement are a part of this Agreement, which constitutes the entire agreement of the parties. Except as otherwise expressly provided herein, there are no other oral or written agreements understandings, representations or statements between us and you relating to the subject matter of this Agreement, other than the FDD, that either party may or does rely on or that will have any force or effect. Nothing in this Agreement is intended or shall be deemed to confer any rights or remedies on any person or legal entity not a party hereto. This Agreement shall not be modified except by written agreement signed by both parties. The headings of the Sections are for convenience only and do not limit or construe their contents. The term "including" shall be construed to include the words "without limitation." The term "Franchisee" or "you" is applicable to one or more persons, a corporation, limited liability company or a partnership, as the case may be. If two or more persons are at any time Franchisee hereunder, whether as partners, joint venturers or otherwise, their obligations and liabilities to us shall be joint and several. References to a controlling interest in an entity shall mean more than fifty percent (50%) of the equity or voting control of such entity.

This Agreement may be executed in multiple copies, each of which shall be deemed an original. Time is of the essence in this Agreement.

19.6 Approvals and Consents

Whenever this Agreement requires the approval or consent of either party, the other party shall make written request therefore, and such approval or consent shall be obtained in writing.

19.7 Notices

All notices, requests and reports permitted or required to be made by the provisions of this Agreement shall be in writing and shall be deemed delivered: (a) at the time delivered by hand to the recipient party (or to an officer, director or partner of the recipient party); (b) on the same date of the transmission by facsimile, confirmed by recipient; (c) one business day after being placed in the hands of a commercial courier service for guaranteed overnight delivery; or (d) five business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid. Such notices, requests and reports shall be sent to the addresses identified in this Agreement unless and until a different address has been designated by appropriate written notice to the other party.

19.8 No Offer and Acceptance

Delivery of a draft of this Agreement by us to you does not constitute an offer. This Agreement shall not be effective unless and until it is executed by both you and us.

19.9 Acknowledgement

By signing this Agreement, you acknowledge the following:

(1) You understand all the information in our FDD.

(2) You understand the success or failure of your EOC Pizza Store will depend in large part upon your skills, abilities and efforts and those of the persons you employ, as well as many factors beyond your control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms, and the marketplace.

(3) That no person acting on our behalf made any statement or promise regarding the costs involved in operating an EOC Pizza Store that is not in the FDD or that is contrary to, or different from, the information in the FDD.

(4) That no person acting on our behalf made any claim or representation to Franchisee, orally, visually, or in writing, that contradicted the information in the FDD.

(5) That no person acting on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue an EOC Pizza Store franchise will generate, that is not in the FDD or that is contrary to, or different from, the information in the FDD.

(6) That no person acting on our behalf made any statement or promise or agreement, other than those matters addressed in this Agreement, concerning advertising, marketing, media support, market penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the FDD.

(7) You understand that this Agreement contains the entire agreement between us and you concerning the Franchised Business, which means that any oral or written statements not set out in this Agreement will not be binding.

(8) You acknowledge having received our FDD at least 14 days before signing a binding agreement or making any payment to us relating to this Agreement. You acknowledge having received this Agreement, with all blanks completed, at least seven days before you sign it.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the day and year first above written.

FRANCHISOR:

EAST OF CHICAGO PIZZA LLC

By: ____________________________
Name: Mike Williams
Title: Vice President of Operations
Date: ____________________________

FRANCHISEE:

[*if an individual:*]

____
Name: ____________________________

[*if an entity:*]

____

By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

Exhibit A to Franchise Agreement

FRANCHISE INFORMATION

1. **Franchisee's Operating Partner: ________________________________**

2. **Form of Ownership.** Franchisee is a (check one):

_____________	*Sole Proprietorship*
_____________	*Partnership*
_____________	*Limited Liability Company*
_____________	*Corporation*

State: __________________________

3. **Owners.** If Franchisee is a partnership, limited liability company or corporation:

Name	Shares or Percentage of Ownership

4. **Officers.** If Franchisee is a limited liability company or corporation:

Name	Title

Exhibit B to Franchise Agreement

CONFIRMATION OF TERM COMMENCEMENT DATE

Reference is hereby made to a Franchise Agreement dated _____________ ("Agreement") by and between East of Chicago Pizza LLC ("Franchisor") and _______________("Franchisee"). Pursuant to Section 2.1 of the Agreement, the undersigned hereby agree that the Term (as defined in the Agreement) commenced on _______________.

FRANCHISOR:	FRANCHISEE:
EAST OF CHICAGO PIZZA, an Ohio Limited Liability Company	___________________________
By:___________________________________	By:___________________________________
Print Name: Mike Williams	Print Name: ____________________________
Title: Vice President of Operations	Title: ___________________________________

Exhibit C to Franchise Agreement

LEASE PROVISIONS

Any lease or sublease executed by you for the Premises shall contain the following provisions or an addendum thereto.

ADDENDA TO LEASE

This addenda is executed as of this ____ day of ____________________, 20___, by and between ____ ("Franchisee") and ___________________________ ("Landlord") for premises located at [address], [city or town], [state] (the "Premises").

WHEREAS Franchisee has executed a Franchise Agreement with East of Chicago Pizza LLC ("EOC" or "Franchisor"), and as a requirement thereof the lease ("Lease") for the Premises at which the EOC Pizza Store is to be located must contain certain provisions; and

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

NOW THEREFORE, in consideration of mutual covenants set forth herein and execution of the Lease, which execution is made simultaneously with this Addenda, Landlord and Franchisee hereby agree as follows:

1. Landlord shall provide written notice to Franchisor and Franchisee of any default under the Lease. Landlord shall not terminate the Lease without giving Franchisor and Franchisee at least 15 days prior written notice of and an opportunity to cure any monetary default under the Lease and at least 30 days prior written notice of and an opportunity to cure any non-monetary default under the Lease.

2. Franchisor, or an Affiliate of Franchisor, shall have the right, but not the obligation, upon giving written notice of its election to Franchisee and Landlord, to cure the breach and/or to succeed to Franchisee's rights under the Lease, and any extensions and renewals thereof.

3. Landlord, upon request of Franchisor, agrees to disclose and provide to Franchisor true and complete copies of all reports and data in Landlord's possession relating to sales and other information of Franchisee furnished to Landlord by Franchisee.

4. Franchisor shall have the right to enter the Premises to inspect the Premises.

5. Franchisee may assign to Franchisor or an Affiliate of Franchisor all of the Franchisee's rights under the Lease upon any termination of the Franchise Agreement and without Landlord's consent, but no such assignment shall be effective until Franchisor accepts such assignment in writing and notifies Landlord thereof.

6. The Lease may not be modified, amended, renewed or extended without Franchisor's prior written consent.

7. Franchisee and Landlord acknowledge and agree that Franchisor shall have no liability or obligation whatsoever pursuant to the Lease unless and until Franchisor assumes the Lease in writing, and in such an event, Franchisor shall be liable only for obligations under the Lease thereafter accruing.

8. Copies of any and all notices required or permitted hereby or by the Lease shall also be sent to Franchisor at 121 West High Street, 12th Floor, Lima, OH 45801, Attn: Director of Franchising or such other address as Franchisor shall specify by written notice to Landlord.

9. Franchisor must approve any lease for the location of an EOC Pizza Store. Accordingly, this Lease is contingent upon such approval.

LANDLORD:	FRANCHISEE:
______________________________	______________________________
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________

Exhibit D to the Franchise Agreement

OHIO RIDER TO FRANCHISE AGREEMENT
[*For Ohio residents and franchises only*]

This Rider amends the Franchise Agreement (the "Agreement"), between East of Chicago Pizza LLC, an Ohio limited liability company ("EOC Pizza Company") and ____________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "BOPA" means the Ohio Business Opportunity Act, codified in Revised Code of Ohio, Title XIII, Chapter 1334.

2. Applicability of BOPA. Franchisee acknowledges that EOC Pizza Company is providing this Rider out of an abundance of caution, and that neither the execution of this Rider nor any other act of EOC Pizza Company constitutes an intent that BOPA apply to the transaction between EOC Pizza Company and Franchisee or an admission by EOC Pizza Company that the transaction fails to comply in any material respects with the trade regulation rule of the federal trade commission, "disclosure requirements and prohibitions concerning franchising," 16 C.F.R. 436.1 et seq.

3. No Delivery of Goods or Services during Cancellation Period. EOC Pizza Company will not commence delivery of any goods or provide any services during the time within which Franchisee may cancel the Agreement as provided in Section 5 below.

4. Jurisdiction and Venue. In connection with the sale of the franchise, any provision in the Agreement restricting jurisdiction or venue to a forum outside of Ohio, or requiring the application of laws of another state, is void with respect to a claim otherwise enforceable under Sections 1334.01 to 1334.15 of the BOPA.

5. Cancellation. You, the franchisee, may cancel the transaction at any time prior to midnight of the fifth business day after the date you sign this Agreement. See the attached notice of cancellation for an explanation of this right.

6. Agent for Service of Process. The name and address of EOC Pizza Company's agent authorized to receive service of process in Ohio is Anthony Collins at 121 West High Street, 12th Floor, Lima OH 45801.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
EAST OF CHICAGO PIZZA LLC	______________________________
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

OHIO

NOTICE OF CANCELLATION

[*Insert Date Agreement Signed by FRANCHISEE*]

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the Agreement, and any negotiable instrument executed by you will be returned within ten business days following East of Chicago Pizza LLC's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to EOC Pizza Company at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of EOC Pizza Company regarding the return shipment of the goods at EOC Pizza Company's expense and risk. If you do make the goods available to EOC Pizza Company and EOC Pizza Company does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to EOC Pizza Company, or if you agree to return them to EOC Pizza Company and fail to do so, then you remain liable for the performance of all obligations under the Agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to East of Chicago Pizza LLC, at 121 West High Street, 12th Floor, Lima OH 45801, or send a fax to EOC Pizza Company at 419-225-7138 or an e-mail to EOC Pizza Company at info@eastofchicago.com, not later than midnight of [*Insert date that is five business days after the date above]*.

I hereby cancel this transaction.

FRANCHISEE:

____

By: ______________________________
Name: ____________________________
Title: _____________________________
Date: _____________________________

EXHIBIT B-2
PRINCIPALS' PERSONAL GUARANTY
OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the Franchise Agreement dated as of ___________________________ (the "Agreement") by and between EAST OF CHICAGO PIZZA LLC ("Franchisor"), and ______________________________ ("Franchisee"), each of the undersigned Principals having an interest in Franchisee hereby personally and unconditionally: (a) guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement (and any amendments) and that each and every acknowledgment and representation of Franchisee made in connection with the Agreement (and any amendments) on behalf of Franchisee or any Principal are true, correct and complete in all respects at and as of the time given; and (b) agrees personally to be bound by each and every provision in the Agreement (and any amendments).

Each of the undersigned waives: (a) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right to require that an action be brought against Franchisee or any other person as a condition of liability; (e) notice of any amendment to the Agreement; and (f) any and all other applicable notices and legal or equitable defenses.

Each of the undersigned consents and agrees that: (a) direct and immediate liability under this guaranty shall be joint and several; (b) any payment or performance required under the Agreement shall be rendered by the undersigned upon demand if Franchisee fails or refuses to do so punctually; (c) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and (d) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor 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 shall in any way modify or amend this guaranty, which shall be continuing and irrevocable until satisfied in full.

It is further understood and agreed by each of the undersigned that the provisions, covenants and conditions of this Personal Guaranty will inure to the benefit of the successors and assigns of Franchisor. All controversies, disputes, or claims between, on the one hand, Franchisor and/or its Affiliates and/or their respective officers, directors, and/or employees, and, on the other hand, Franchisee and/or any Principal(s) and/or their respective Affiliates, officers, directors, and/or employees, including allegations of fraud, misrepresentation or violation of any state or federal laws or regulations, arising under, as a result of, or in connection with the Agreement, the Franchised Store or the Principals' guarantees shall, on demand of either party be submitted for arbitration to the American Arbitration Association ("AAA"). The arbitration shall be governed exclusively by the United States Arbitration Act (9 U.S.C. §1, et seq.), without reference to any state arbitration statutes. The parties agree that, in connection with any such arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding shall be barred. The arbitration proceedings shall be conducted in Lima, Ohio in accordance with the then-current commercial arbitration rules of the AAA. Except as expressly provided herein, the arbitrator will have no authority to add to, delete or modify the terms of the Agreement. The parties will have the absolute right to cross-examine any person who testifies against them or in favor of another party. The arbitration proceedings shall be conducted on an individual basis and not on a multi-plaintiff, consolidated or class-wide basis. The arbitrator shall have the right to award the relief which they deem proper, consistent with the terms of the Agreement, including compensatory damages (with interest on unpaid amounts from date due), specific performance, injunctive relief, legal fees and costs. The award and decision of the arbitrator shall be conclusive and binding on all parties, and judgment upon the award may be entered in any court of competent jurisdiction. Any right to contest the validity or enforceability of the award shall be governed exclusively by the United States Arbitration Act.

Each Principal irrevocably submits to the exclusive jurisdiction of the United States District Court of the Northern District of Ohio, Western Division in Toledo, and the State Courts of Allen County, Ohio in Lima, Ohio in any suit, action or proceeding, arising out of or relating to the Agreement or its breach or any other dispute between any Principal and us, and you and your Principals irrevocably agree that all claims and respect any such suit, action or proceeding must be brought and/or defended therein. Each Principal irrevocably waives, to the fullest extent lawfully permissible, the defense of an inconvenient forum to the maintenance of any such suit, action or proceeding. Nothing contained herein shall affect Franchisor's rights to bring a suit, action or proceeding in any other appropriate jurisdiction, to enforce any judgment against any Principal entered by a state or federal court.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed their signature, under seal, on the same day and year as the Agreement was executed.

PERCENTAGE OF OWNERSHIP INTERESTS IN FRANCHISEE	GRANTOR(S)
%	______________________ (Signature)
	______________________ (Print Name)
%	______________________ (Signature)
	______________________ (Print Name)

EXHIBIT C

MULTI -UNIT DEVELOPMENT AGREEMENT

This Multi-Unit Development Agreement (this "MUDA") is made between EAST OF CHICAGO PIZZA LLC, an Ohio limited liability company ("we") and ________________, a ___________________ ("you") on the Effective Date.

Background Statement: On the same day as they execute this MUDA, we and you have enter into a Franchise Agreement for the franchise of an East of Chicago Pizza Company business (the "Franchise Agreement"; capitalized terms used but not defined in this MUDA have the meanings given in the Franchise Agreement). We and you desire that you develop multiple EOC Pizza Stores.

1. Multi-Unit Commitment.

(a) Development Schedule; Fee. You shall develop and open EOC Pizza Stores on the following schedule:

Store #	Deadline for Opening	Total # of Stores to be Open and Operating on Deadline	Development Fee

(b) Form of Agreement. For Store #1, we and you have executed the Franchise Agreement simultaneously with this MUDA. For each additional EOC Pizza Store franchise, you will execute our then-current standard form of franchise agreement at least 90 days before the deadline for opening, and no later than three business days after you lease or acquire a location. This MUDA does not give you the right to construct, open, or operate an EOC Pizza Store, and you acknowledge that you may construct, open, and operate each EOC Pizza Store only pursuant to a separate franchise agreement executed according to this MUDA for each such EOC Pizza Store.

2. Exclusive Development Area. You shall locate each EOC Pizza Store you develop under this MUDA within the following area:_____________________________ _____________ (the "Development Area"). Prior to the last deadline specified in Section 1(a) above, During the Term, we will not operate (directly or through an Affiliate), nor grant to another person the right to operate, any EOC Pizza Store(s) located within the Development Area. Notwithstanding the foregoing, we have the right to operate (directly or through an Affiliate), and to grant to others the right to operate, within the Development Area and elsewhere: (a) EOC Pizza Stores open (or under commitment to open) as of the date hereof; (b) EOC Pizza Stores or such other pizza stores using any part or all of the System and/or Marks at special locations within the Development Area, such as college campuses, office buildings, hospitals, hotels, motels, casinos, resorts, turnpike or other limited access highway rest stops, airport facilities, inter-metropolitan train and/or bus stations, grocery stores, convenience stores, supermarkets, malls, department stores, sports venues, entertainment facilities or mobile units located temporarily at special events; (c) restaurants that we purchase (or as to which we purchase the rights as Franchisors) regardless of whether such restaurants are converted to operate using any of the Marks and/or any of the System or whether such restaurants operate under other trade names, trademarks, service marks, or trade dress and/or use other operating systems.

3. **Fees.** Upon execution of this MUDA, you shall pay $_____________ to us (the "Development Fee"). The Development Fee is non-refundable.

4. **Default and Termination.** We may terminate this MUDA by giving notice to you, without opportunity to cure, if any of the following occur:

(i) you fail to satisfy the development schedule; or

(ii) we have the right to terminate any franchise agreement between you and us (or any affiliate of yours) due to your default thereunder (whether or not we actually terminate such franchise agreement).

5. **Limitation of Liability.** Your commitment to develop EOC Pizza Stores is in the nature of an option only. If we terminate this MUDA for your default, you will not be liable to us for lost future revenues or profits from the unopened EOC Pizza Stores.

6. **Conditions.** Your right to develop each EOC Pizza Store after Store #1 is subject to the following:

(i) You must possess sufficient financial and organizational capacity to develop, open, operate, and manage each additional EOC Pizza Store businesses, in our reasonable judgment, and

(ii) You must be in full compliance with all brand requirements at your open EOC Pizza Stores businesses, and not in default under any Franchise Agreement or any other agreement with us.

7. **Dispute Resolution; Miscellaneous.** The laws of the State of Ohio (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Ohio law for the protection of franchisees or business opportunity purchasers (including the Ohio Business Opportunity Plan Law) will not apply unless its jurisdictional requirements are met independently without reference to this Section 18.8. You shall not Transfer this MUDA without our prior written consent, and any Transfer without our prior written consent shall be void. The provisions of Section 17 (Relationship of the Parties), Section 18 (Dispute Resolution) and Section 19 (Miscellaneous) of the Franchise Agreement apply to and are incorporated into this MUDA as if fully set forth herein.

Executed by:

FRANCHISOR:

EAST OF CHICAGO PIZZA LLC

By: ____________________________
Name: Mike Williams
Title: V.P. Operations
Date: __________________________

FRANCHISEE:

[*if an individual:*]

____
Name: __________________________

[*if an entity:*]

____

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

EXHIBIT D

FORM OF GENERAL RELEASE

[*This is our current standard form of General Release. This document is not signed when you purchase a franchise. In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release.*]

This General Release ("Release") is executed by the undersigned ("Releasor") in favor of East of Chicago Pizza LLC, an Ohio limited liability company ("EOC Pizza Company").

Background Statement: [*describe circumstances of Release*]

Releasor agrees as follows:

1. Release. Releasor (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the "Releasing Parties")) hereby releases EOC Pizza Company, its affiliates, and their respective directors, officers, shareholders, employees, and agents (collectively, the "Released Parties") from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the Franchise Agreement (collectively, "Claims").

2. Covenant Not to Sue. Releasor (on behalf of all Releasing Parties) covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any Released Party with respect to any Claim.

3. Representations and Acknowledgments. Releasor represents and warrants that: (i) Releasor is the sole owner of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim; (ii) Releasor has full power and authority to sign this Release; and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor's choice. Releasor acknowledges that the release in Section 1 is a complete defense to any Claim.

4. Miscellaneous. If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect. In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply. Releasor agrees to take any actions and sign any documents that EOC Pizza Company reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof.

Agreed to by:

____
Name: __________________________
Date: ___________________________

EXHIBIT E

FINANCIAL STATEMENTS

UNAUDITED INTERIM FINANCIAL STATEMENTS
FOR THE PERIOD ENDING MAY 31, 2022

THESE FINANCIAL STATEMENTS FOR THE PERIOD ENDING MAY 31, 2022 ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

11:34 AM
07/12/22
Accrual Basis

East of Chicago Pizza LLC
Balance Sheet
As of May 31, 2022

			May 31, 22
ASSETS			
Current Assets			
Checking/Savings			
CASH			
CHASE OPER 7699		25,440.09	
CNB OPER (6857)		269,396.42	
CNB NAF (6868)		57,702.11	
CNB PR (1383) ECP		16,977.36	
Total CASH			369,515.98
Total Checking/Savings			369,515.98
Accounts Receivable			
Accounts Receivable			136,287.54
Total Accounts Receivable			136,287.54
Other Current Assets			
RECEIVABLES			
N.R - TC Special Investments		100,000.00	
Note Receivable - ERC Income		1,517.62	
Eat Fresh Lima		248,075.25	
C&C Properties		310,900.00	
EOC of Ohio			
Elyria Sale - 2019	45,781.40		
EOC of Ohio - Other	-131.90		
Total EOC of Ohio		45,649.50	
Jersey's Gameday Grill		112.40	
Westwood		1,298.84	
T Squared Cutting		53,146.09	
Total RECEIVABLES			760,699.70
Total Other Current Assets			760,699.70
Total Current Assets			1,266,503.22
Fixed Assets			
FIXED ASSETS AT COST			
Equipment		562,894.92	
Transportation Equipment		446,569.66	
Office Equipment		142,421.18	
Leasehold Improvement		574,806.31	
Total FIXED ASSETS AT COST			1,726,692.07
LESS ACCUM DEP/AMORT			
Accumulated Depreciation Equipm		-469,144.92	
Accum Depreciation Trans Equip		-446,569.66	
Accum Depreciation Office Equip		-142,421.18	
Accum Amortization LHolds		-425,487.13	
Total LESS ACCUM DEP/AMORT			-1,483,622.89
Total Fixed Assets			243,069.18
Other Assets			
941 Refund Receivable			16,458.48
N/R - Loudonville Equipment Sal			4,451.32
Note Rec - Pickens & Sons LLC			5,339.79
NR - C&C Property Mngmt			1,736,337.18
Goodwill			2,891,918.00
Accum Amort - Goodwill			-2,651,310.84
Total Other Assets			2,003,193.93
TOTAL ASSETS			**3,512,766.33**

East of Chicago Pizza LLC
Balance Sheet
As of May 31, 2022

		May 31, 22
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable		20,631.73
Accounts Payable-NAF		2,527.60
Total Accounts Payable		23,159.33
Other Current Liabilities		
PAYROLL LIABILITIES		
ACCRUED HEALTH INS PREM	1,035.82	
DENTAL INS PREM	50.42	
VISION INS	4.88	
LIFE INS A	200.92	
ST DISAB INS	208.80	
ACC INS	33.60	
ACCRUED BWC	550.71	
ACCRUED SUTA	144.26	
ACCRUED FUTA	24.46	
SCH DIST WH	174.30	
CIT WH	1,079.84	
SIT WH - OH	2,185.65	
Total PAYROLL LIABILITIES		5,693.66
Total Other Current Liabilities		5,693.66
Total Current Liabilities		28,852.99
Long Term Liabilities		
N.P. - Lost Creek Country Club		45,000.00
Note Payable - Smalll Busin Adm		157,792.56
Note Payable - EOC of Ohio		242,995.96
Note Payable - C&C CNB# 81617		442,750.82
Total Long Term Liabilities		888,539.34
Total Liabilities		917,392.33
Equity		
Sub S Distribution		-714,000.00
Non Deductible		-400.00
Common Stock		1,000.00
Additional Paid In Capital		151,514.92
Retained Earnings		2,493,429.52
Net Income		663,829.56
Total Equity		2,595,374.00
TOTAL LIABILITIES & EQUITY		**3,512,766.33**

11:34 AM
07/12/22
Accrual Basis

East of Chicago Pizza LLC
Profit & Loss
January through May 2022

			Jan - May 22
Ordinary Income/Expense			
Income			
Transfer Fee Income			2,500.00
Supply Revenue			7,903.85
MARKETING Income			
NAF Ad collections		5,869.26	
OSI/Valassis		4,438.89	
MARKETING/NAF Fee Income		492,559.26	
Total MARKETING Income			502,867.41
ROYALTY Income			851,606.47
Vendor Rebate Income			
Internattional Paper - Box Reba		37,742.42	
Campbell Foodservice		4,722.51	
MEAT REBATES		1,080.00	
SOFO Rebates		416,474.12	
PEPSI		1,563.38	
Total Vendor Rebate Income			461,582.43
Leased Employees			9,050.25
Postage & Freight			51.11
Total Income			1,835,561.52
Gross Profit			1,835,561.52
Expense			
National Advertising Fund			411,864.64
COST OF GOODS SOLD			
Uniforms		4,043.22	
Total COST OF GOODS SOLD			4,043.22
LABOR & BENEFITS			
GROSS PAYROLL		275,876.99	
PAYROLL TAXES			
OHIO BWC	721.84		
ER - FICA	29,497.12		
ER - SUTA	2,292.03		
ER - FUTA	630.00		
Total PAYROLL TAXES		33,140.99	
Benefits Insurance			
MED INS	7,519.32		
Benefits Insurance - Other	1,200.00		
Total Benefits Insurance		8,719.32	
Corporate Meals		354.42	
Total LABOR & BENEFITS			318,091.72
BUILDING & EQUIPMENT MAINT			
Auto Repairs & Maintenance		3,556.26	
Insurance		9,005.74	
Repairs - Buildings		387.80	
Repairs - Equipment		3,740.48	
BUILDING & EQUIPMENT MAINT - Other		17.99	
Total BUILDING & EQUIPMENT MAINT			16,708.27
GENERAL & ADMINISTRATIVE EXPENS			
Legal Fees		14,026.93	
Professional Fees		9,620.96	
Auto Expense		10,853.73	
Car Allowance		1,600.00	
Computer Hardware/Software Exp		6,540.09	
Copier & Phone Lease		4,657.81	
Dues & Subscriptions		8,535.94	

East of Chicago Pizza LLC
Profit & Loss
January through May 2022

		Jan - May 22
Fees		
Bank Service Fee	1,160.23	
Fees - Other	0.00	
Total Fees		1,160.23
Gift Card Expenses		256.31
Office Expenses		8,753.42
Operating Supplies		2,013.82
Rentals (various)		8,294.60
Security		0.00
Shipping (Postage or Freight)		584.41
Taxes		
Commercial Activity Tax	5,324.00	
Other Taxes & Licenses	510.55	
Total Taxes		5,834.55
Training Expense		505.00
Travel		
Airfare	2,130.20	
Business Meals	374.36	
Gas & Oil	56,177.00	
Hotels	2,644.05	
Travel - Other	8,000.00	
Total Travel		69,325.61
Total GENERAL & ADMINISTRATIVE EXPENS		152,563.41
UTILITIES & RENT		
Cable		673.20
Internet Expense		244.50
Rent Expense		88,900.00
Telephone		11,364.72
Total UTILITIES & RENT		101,182.42
Total Expense		1,004,453.68
Net Ordinary Income		831,107.84
Other Income/Expense		
Other Income		
Other Income		261.04
Total Other Income		261.04
Other Expense		
Officer Wages		115,500.00
Amortization		48,198.63
Depreciation		3,840.69
Total Other Expense		167,539.32
Net Other Income		-167,278.28
Net Income		**663,829.56**

EAST OF CHICAGO PIZZA LLC

FINANCIAL REPORT

AS OF DECEMBER 31, 2021

EAST OF CHICAGO PIZZA LLC

TABLE OF CONTENTS

REESE
CPA LLC

Independent Auditor's Report

To the Stockholders
East of Chicago Pizza LLC
Lima, Ohio

Report on the Financial Statements

We have audited the accompanying financial statements of East of Chicago Pizza LLC which comprise the balance sheets as of December 31, 2021, and 2020 and the related statements of operations, changes in stockholders' equity and cash flows for the years ended December 31, 2021, and 2020 and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

Opinion

In our opinion, the financial statements referred to in the first paragraph above present fairly, in all material respects, the financial position of East of Chicago Pizza LLC as of December 31, 2021, and 2020 and the results of its operations and its cash flows for the years ended December 31, 2021, and 2020 in accordance with accounting principles generally accepted in the United States of America.

Reese CPA LLC

Thornton, Colorado
May 17, 2022

15953 Fillmore Street • Thornton, CO 80602
Office: (303) 999-6485 • Fax (303) 284-5041

EAST OF CHICAGO PIZZA LLC
BALANCE SHEETS
AS OF DECEMBER 31, 2021 AND 2020

	2021	2020
ASSETS:		
CURRENT ASSETS		
Cash	$ 492,203	$ 453,289
Franchisee receivable, net	114,153	202,589
Notes receivable, current	18,408	15,000
TOTAL CURRENT ASSETS	624,764	670,878
NON-CURRENT ASSETS		
Property and equipment, net	792,942	626,872
Intangible assets, net	756,015	756,015
TOTAL ASSETS	$ 2,173,721	$ 2,053,765
LIABILITIES AND STOCKHOLDERS' EQUITY:		
CURRENT LIABILITIES		
Accounts payable an accrued expenses	$ 72,340	$ 12,544
Non-refundable deferred franchise fees, current	7,625	6,750
TOTAL CURRENT LIABILITIES	79,965	19,294
LONG-TERM LIABILITIES		
Non-refundable deferred franchise fees	36,187	35,813
Notes payable	159,255	150,000
TOTAL LIABILITIES	275,407	205,107
STOCKHOLDERS' EQUITY		
Common stock - 10,000 shares authorized, issued and outstanding	1,000	1,000
Additional paid-in capital	151,515	151,515
Advances to related parties	(1,793,907)	(1,103,963)
Retained earnings	3,539,706	2,800,106
TOTAL STOCKHOLDERS' EQUITY	1,898,314	1,848,658
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 2,173,721	$ 2,053,765

The accompanying notes are an integral part of these financial statements.

EAST OF CHICAGO PIZZA LLC
STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	2021	2020
REVENUES		
Royalty fees	$ 2,155,932	$ 1,862,615
Franchise fees	8,751	6,583
Advertising fees	1,274,630	1,106,259
Rebate revenue	1,055,319	881,021
Other revenues	64,183	52,810
TOTAL REVENUES	4,558,815	3,909,288
OPERATING EXPENSES		
Payroll and related costs	957,472	866,824
Franchisee advertising	833,915	788,139
Bad debt expense	-	302,088
General and administrative	339,243	295,429
Occupancy costs	280,522	236,057
Depreciation and amortization	105,433	100,535
Professional fees	78,130	76,852
Advertising expenses	90,000	11,364
TOTAL OPERATING EXPENSES	2,684,715	2,677,288
OPERATING INCOME	1,874,100	1,232,000
OTHER INCOME		
Other income	717	226,176
Interest income	2,837	47,165
Interest expense	(9,254)	-
OTHER INCOME	(5,700)	273,341
NET INCOME	$ 1,868,400	$ 1,505,341

The accompanying notes are an integral part of these financial statements

EAST OF CHICAGO PIZZA LLC
STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	Common Stock	Additional Paid-In Capital	Retained Earnings	Total Members' (Deficit)
BALANCE, DECEMBER 31, 2019	**1,000**	**151,515**	**2,046,541**	**2,199,056**
Adoption of revenue standard	-	-	(29,146)	(29,146)
Change in depreciation estimate	-	-	166,879	166,879
Member (distributions)	-	-	(889,509)	(889,509)
Net income	-	-	1,505,341	1,505,341
BALANCE, DECEMBER 31, 2020	**$ 1,000**	**$ 151,515**	**$ 2,800,106**	**$ 2,952,621**
Member (distributions)	-	-	(1,128,800)	(1,128,800)
Net income	-	-	1,868,400	1,868,400
BALANCE, DECEMBER 31, 2021	**$ 1,000**	**$ 151,515**	**$ 3,539,706**	**$ 3,692,221**

The accompanying notes are an integral part of these financial statements.

EAST OF CHICAGO PIZZA LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 1,868,400	$ 1,505,341
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	105,433	100,535
Bad debt expense	-	302,088
Recognition of non-refundable deferred franchise sales	(8,751)	(6,583)
Recognition of franchise acquisition costs	-	
Non-cash settlement of accounts payable		
Loss on sale of property and equipment	-	
Change in assets and liabilities		
Franchisee receivables	88,436	(35,020)
Notes receivable	(3,408)	(15,000)
Accounts payable	59,796	809
Non-refundable deferred franchise fees	10,000	20,000
Net cash provided by operating activities	2,119,906	1,872,170
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(271,503)	(249,504)
Net cash (used) by investing activities	(271,503)	(249,504)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from notes payable	9,255	150,000
Advances to related parties	(689,944)	(607,783)
Member distributions	(1,128,800)	(889,509)
Net cash (used) by financing activities	(1,809,489)	(1,347,292)
NET INCREASE IN CASH	38,914	275,374
CASH, beginning of year	453,289	177,915
CASH, end of year	$ 492,203	$ 453,289
SUPPLEMENTAL CASH FLOW INFORMATION		
Cash paid for interest	$ -	$ -

The accompanying notes are an integral part of these financial statements.

EAST OF CHICAGO PIZZA LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

East of Chicago Pizza LLC ("Company") is an Ohio limited liability company with its home office in Lima, Ohio. The Company was formed on January 1, 2010. The Company acquired the assets of its predecessor East of Chicago Pizza Company in 2010.

The Company offers franchises for the right to operate a restaurant under the trade name East of Chicago Pizza® and related Marks that features pizzas, submarine sandwiches, salads, and other menu items.

Related Parties

The Company has several related parties:

EOC of Ohio, Inc., operates four East of Chicago Pizza businesses of the type being franchised. Eat Fresh Lima LLC is an investment company. C&C Property Management, LLC, owns and manages real estate. T Squared Cutting, LLC, is in the business of water jet cutting. All these companies are related parties through common control. None of these companies has offered franchises in this or any other line of business.

Outlets in Operation

Changes in the number of operating outlets for the years ended December 31, 2021, and 2020 consist of the following:

	2021	2020
Outlets in operation, beginning	65	65
Outlets opened	1	-
Outlets terminated or closed	(1)	-
Outlets in operation, ending	65	65
Franchised outlets	61	61
Related party owned outlets	4	4

COVID-19

In December 2019, a novel strain of coronavirus was reported in Wuhan, China. The World Health Organization has declared the outbreak to constitute a "Public Health Emergency of International Concern." The COVID-19 outbreak is disrupting supply chains and affecting production and sales across a range of industries. The extent of the impact of COVID-19 on the operational and financial performance of the Company will depend on certain developments, including the duration and spread of the outbreak, impact on customers, employees, and vendors all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact the financial condition or results of operations of the Company is uncertain.

A summary of significant accounting policies follows:

Basis of Presentation

The accompanying financial statements have been prepared on an accrual basis in accordance with accounting principles generally accepted in the United States of America ("GAAP").

EAST OF CHICAGO PIZZA LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of Estimates

Preparation of the Company's financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of any contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid investments with a maturity of three months or less at the time of purchase to be cash equivalents. The Company had no cash equivalents as of December 31, 2021, and 2020.

Franchisee Receivables

The Company's franchisee receivables primarily result from initial franchise fees, royalty fees, brand development contributions charged to franchisees and rebate revenues. Timing of revenue recognition may be different from the timing of invoicing to customers. The Company records an accounts receivable when revenue is recognized prior to invoicing, or unearned revenue when revenue is recognized after invoicing. The Company reports these receivables at net realizable value.

Management determines the allowance for doubtful accounts based on historical losses, current expectations, and economic conditions. On a continuing basis, management analyzes delinquent accounts receivable and, once these accounts receivable are determined to be uncollectible, they are written off through a charge against an existing allowance account. The allowance account is reviewed regularly and adjusted against earnings as appropriate. The Company determined that an allowance on outstanding franchisee receivables of $0 and $0 was necessary as of December 31, 2021, and 2020. Franchisee bad debt expense was $0, and $302,088 for the years ended December 31, 2021, and 2020. Franchisee amounts written off were $0 and $302,088 for the years ended December 31, 2021, and 2020.

Property and Equipment

The Company has adopted ASC 360 – Property, Plant and Equipment. Property and equipment are stated at historical cost. Depreciation is provided using straight-line method based on the estimated useful lives of the related assets (generally two to seven years).

Property and equipment consist of the following as of December 31:

	2021	2020
Leasehold improvements	$ 522,806	$ 533,425
Equipment	469,145	371,426
Transportation	446,570	262,166
Office equipment and furniture	142,421	142,422
Property and equipment	1,580,942	1,309,439
Less accumulated depreciation	(788,000)	(682,567)
	$ 792,942	$ 626,872

Depreciation expense was $105,433 and $100,535 for the years ended December 31, 2021, and 2020.

EAST OF CHICAGO PIZZA LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment, continued

Routine expenditures for repairs and maintenance are expensed as incurred and are charged to operations and major improvements are capitalized. Upon retirement, sale, or other disposition of property and equipment, the cost and accumulated depreciation are eliminated from the accounts and a gain or loss is included in operating expenses.

Intangible Assets

The Company has adopted ASC 350, Intangibles – Goodwill and Other that requires that goodwill and intangible assets with indefinite lives no longer be amortized to earnings but be tested for impairment at least annually. Intangible assets with finite lives are amortized over their estimated useful lives. The useful life of an intangible asset is the period over which it is expected to contribute directly or indirectly to future cash flows. Intangible assets with finite lives are reviewed for impairment if events or changes in circumstances indicate that the carrying value might not be recoverable.

The Company's balance sheet at December 31, 2021, and 2020 has intangible assets classified goodwill. The Company has previously amortized the goodwill in prior years. For the years ended December 31, 2021, and 2020 the Company has not decreased the value of the goodwill through amortization and determined that there was no impairment of the goodwill as of December 31, 2021, and 2020.

Franchisee Revenue and Non-refundable Deferred Franchise Fee Revenue

The Company recognizes revenues under the guidance of ASC 606, "Contracts with Customers". The Company's revenue is principally generated through franchise agreements executed with the Company's franchisees.

Each franchise agreement is comprised of several performance obligations. The Company identifies those performance obligations, determines the contract price for each obligation, allocates the transaction price to each performance obligation and recognizes revenue when the Company has satisfied the performance obligation by transferring control of the good or service to the franchisee.

When a qualified party purchases a franchise, the Company grants the franchisee the right to operate the franchised business in a specific territory and to use the proprietary methods, techniques, trade dress, trademarks, and logos ("symbolic intellectual property" or "IP") for an initial term of ten years with two five-year renewal options. Revenues related to the designated territory and IP are continuing weekly royalty fees are defined in the franchise agreement and are 5% of gross sales. Revenue from continuing weekly royalty fees is billed weekly and is recognized as revenue when earned. These revenues will be used to continue the development of the Company's brand, the franchise system and provide on-going support for the Company's franchisees.

Revenue from initial franchise fees is allocated to the performance obligations in the franchise agreement that are distinct from the territory rights and symbolic intellectual property and consist primarily of franchise acquisition and acceptance, site selection, restaurant specifications, initial training, new restaurant opening assistance and other ongoing support and training. For each new franchise awarded the Company's current franchise agreement requires the franchisee to pay an initial, non-refundable fee of $20,000 upon the signing of the agreement. The amount allocated to each identified performance obligation is determined using the expected cost plus a margin or fair market value approach. Revenue from initial fees is recognized when the performance obligation is satisfied and control of the good or service has been transferred to the

EAST OF CHICAGO PIZZA LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Franchisee Revenue and Non-refundable Deferred Franchise Fee Revenue

franchisee. Unearned initial fee revenues will be recorded as non-refundable deferred revenue. Commissions and other direct costs related to unsatisfied performance obligations will be recorded as a contract acquisition asset and are recognized as expense when the related performance obligation has been satisfied.

Rebate Revenue

The Company receives rebates from various product suppliers related to the purchase of equipment, food and related operational items purchased by the Company's franchisees from the Company's approved vendors. These fees are recognized when the rebate is received.

Marketing Fund Contribution

A marketing fund contribution of up to 3% of gross sales is collected from all franchised locations to be used to maximize the general public recognition, acceptance, and use of the system. Examples include the development of brand assets, general marketing, advertising, and publicity administered by the Company on behalf of "East of Chicago Pizza." These contributions are billed weekly and recognized as revenue when earned.

Advertising Expenses

The Company expenses advertising costs for the selling of franchises as incurred. Advertising costs expensed were $90,000 and $11,364 for the years ended December 31, 2021, and 2020.

Income Taxes

The stockholders of the Company have elected to be treated as a Sub Chapter S Corporation for income tax purposes. Accordingly, taxable income and losses of the Company are reported on the income tax returns of its shareholders and no provision for federal or state income taxes has been recorded in the accompanying financial statements.

The Company follows accounting requirements associated with uncertainty in income taxes under the provisions of Financial Accounting Standards Board ("FASB") ASC 740, Income Taxes. Using that guidance, tax positions initially need to be recognized in the financial statements when it is more-likely-than-not the positions will be sustained upon examination by the tax authorities. A recognized tax position is then measured at the largest amount of benefit that is greater than 50% likely of being realized upon settlement.

Based on its evaluation, the Company has concluded that there are no significant uncertain tax positions requiring recognition in its financial statements for the years ended December 31, 2021, and 2020.

EAST OF CHICAGO PIZZA LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist primarily of cash, franchise receivables and advances to Related Parties. The Company places its temporary cash investments with financial institutions. At times throughout the year the Company may, in the ordinary course of business, maintain cash balances in excess of federally insured limits. Management does not believe the Company is exposed to any unusual risks on such deposits. The Company grants credit to franchisees and Related Parties. The Company's ability to collect the amounts due from franchisees and Related Parties is affected by fluctuations in the economy and the operations of the franchisees.

Recently Issued and Adopted Accounting Guidance

The Company has adopted all recently issued Accounting Standards Updates ("ASU"). Management has not yet determined the effect of the adoption of the other recently issued ASUs, including those not yet effective, could have on the financial position or results of operations of the Company.

NOTE 2 – CONTRACTS WITH CUSTOMERS

The Company has recorded a liability for unearned revenue associated with franchisee acquisition and acceptance performance obligation of the Company's franchise agreement. The account balances and activity are as follows:

	December 31, 2021	December 31, 2020
Deferred Non-refundable Franchise Fees:		
Balance beginning of year	$ 42,563	$ -
Implementation of new revenue standard	-	29,146
Deferral of non-refundable franchise fees	10,000	20,000
Recognition of non-refundable franchise fees	(8,751)	(6,583)
Balance at end of year	$ 43,812	$ 42,563

Disaggregation of Revenues

Disaggregated revenues based on the satisfaction of performance obligaions in the Company's contracts with franchisees for the years ended December 31, 2021, and 2020 is as follows:

	2021	2020
Performance obligations satisfied at a point in time	$ 1,119,502	$ 933,831
Performance obligations satisfied through the passage of time	3,439,313	2,975,457
Total revenues	$ 4,558,815	$ 3,909,288

NOTE 2 – CONTRACTS WITH CUSTOMERS (CONTINUED)

Estimated Recognition of Non-refundable Deferred Franchise Fees and Franchise Acquisition Costs

Estimated revenues to be recognized in future periods related to non-refundable deferred franchise fees as reported at December 31, 2021, is as follows:

	Non-refundable Franchise Fees
Year ending December 31:	
2022	$ 7,625
2023	7,250
2024	7,125
2025	5,583
2026	4,750
Thereafter	11,479
	$ 43,812

NOTE 3 – RELATED PARTY TRANSACTIONS

Transactions with the Company's related parties primarily consist of advances made to the related parties to support their operations and development both in cash and costs incurred.

Advances are not collateralized, noninterest bearing and due on demand. Advances due from the related parties as of December 31, 2021, and 2020 was $1,793,907 and, $1,103,963. The advances are reported as a component of stockholders' equity in the accompany balance sheets as the advances do not have stated repayment terms and the ownership of these related parties is the same ownership of the Company.

NOTE 4 – NOTES PAYABLE

Notes payable consist of the following at December 31,

	2021	2020
Note payable with the Small Business Administration Face amount of $150,000, payable in 360 monthly installments of $731 including interest at the rate of 3.75% First payment due 24 months from the date of the note. Balance at December 31, 2021, includes accrued but unpaid interest of $9,254. Final payment due on May 18, 2050. Collateralized by assets of the Company.	$ 159,254	$ 150,000

The maturities of the long-term debt are as follows:

Year ending December 31:	
2022	$ 70
2023	2,851
2024	2,944
2025	3,082
2026	3,190
Thereafter	147,117
	$ 159,254

NOTE 5 – CHANGE IN DEPRECIATION METHOD AND ASSET LIFE

Previously the Company had calculated depreciation used Internal Revenue Service ("IRS") guidelines including Section 179 and other bonus depreciation methods and IRS asset life guidelines in calculating depreciation for GAAP purposes. In 2020 the Company has changed the depreciation method to straight line and modified asset lives for leasehold improvements to reflect guidance under GAAP. These changes have resulted in a credit to retained earnings of $166,879 and a decrease in current year depreciation of $75,932 relatively compared to depreciation using IRS depreciation guidelines.

NOTE 6 – COVID-19 RELIEF

During 2020 the Company borrowed $151,000 from the Small Business Administration ("SBA") under the Paycheck Protection Program for COVID-19 relief. As of December 31, 2020, that borrowing has been forgiven in full by the SBA. The Company received an Economic Injury Disaster Grant from the SBA in the amount of $10,000. The Company has received an Employee Retention Credit from the IRS for wages paid in 2020 in the amount of $65,658. These amounts are reported as other income in the accompanying Statement of Operations for the year ended December 31, 2020.

NOTE 7 - COMMITMENTS AND CONTINGENCIES

Contingencies

The Company may be party to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

Rent Expense

The Company rents office space from a related party on a month-to-month basis. Office rent expense was $239,200 and $159,200 for the years ended December 31, 2021, and 2020.

NOTE 8 - SUBSEQUENT EVENTS

Date of Management's Evaluation

Management has evaluated subsequent events through May 17, 2022, the date on which the financial statements were available to be issued.

EAST OF CHICAGO PIZZA LLC

FINANCIAL REPORT

AS OF DECEMBER 31, 2020

EAST OF CHICAGO PIZZA LLC

TABLE OF CONTENTS

Independent Auditor's Report

To the Stockholders
East of Chicago Pizza LLC
Lima, Ohio

Report on the Financial Statements

We have audited the accompanying financial statements of East of Chicago Pizza LLC which comprise the balance sheet as of December 31, 2020 and the related statements of operations, changes in stockholders' equity and cash flows for the year ended December 31, 2020 and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to in the first paragraph above present fairly, in all material respects, the financial position of East of Chicago Pizza LLC as of December 31, 2020 and the results of its operations and its cash flows for the year ended December 31, 2020 in accordance with accounting principles generally accepted in the United States of America.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, the Company has changed its method of accounting for revenue from contracts with customers in fiscal year 2020 due to the adoption of the new revenue standard ASC 606, "Contracts with Customers". The Company adopted the new revenue standard using the modified retrospective approach. Our opinion is not modified with respect to this change in accounting principle.

Reese CPA LLC

Thornton, Colorado
August 9, 2021

EAST OF CHICAGO PIZZA LLC
BALANCE SHEET
AS OF DECEMBER 31, 2020

		2020
ASSETS:		
CURRENT ASSETS		
Cash	$	453,289
Franchisee receivable, net		202,589
Notes receivable, current		15,000
TOTAL CURRENT ASSETS		670,878
NON-CURRENT ASSETS		
Property and equipment, net		626,872
Intangible assets, net		756,015
TOTAL ASSETS	$	2,053,765
LIABILITIES AND STOCKHOLDERS' EQUITY:		
CURRENT LIABILITIES		
Accounts payable an accrued expenses	$	12,544
Non-refundable deferred franchise fees, current		6,750
TOTAL CURRENT LIABILITIES		19,294
LONG-TERM LIABILITIES		
Non-refundable deferred franchise fees		35,813
Notes payable		150,000
TOTAL LIABILITIES		205,107
STOCKHOLDERS' EQUITY		
Common stock - 10,000 shares authorized, issued and outstanding		1,000
Additional paid-in capital		151,515
Advances to related parties		(1,103,963)
Retained earnings		2,800,106
TOTAL STOCKHOLDERS' EQUITY		1,848,658
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$	2,053,765

The accompanying notes are an integral part of these financial statements.

EAST OF CHICAGO PIZZA LLC
STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2020

	2020
REVENUES	
Royalty fees	$ 1,862,615
Franchise fees	6,583
Advertising fees	1,106,259
Rebate revenue	881,021
Other revenues	52,810
TOTAL REVENUES	3,909,288
OPERATING EXPENSES	
Payroll and related costs	866,824
Franchisee advertising	788,139
Bad debt expense	302,088
General and administrative	295,429
Occupancy costs	236,057
Depreciation and amortization	100,535
Professional fees	76,852
Advertising expenses	11,364
TOTAL OPERATING EXPENSES	2,677,288
OPERATING INCOME	1,232,000
OTHER INCOME	
Other income	226,176
Interest income	47,165
OTHER INCOME	273,341
NET INCOME	$ 1,505,341

The accompanying notes are an integral part of these financial statements

EAST OF CHICAGO PIZZA LLC
STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY
FOR THE YEAR ENDED DECEMBER 31, 2020

	Common Stock	Additional Paid-In Capital	Retained Earnings	Total Members' (Deficit)
BALANCE, DECEMBER 31, 2019	**1,000**	**151,515**	**2,046,541**	**2,199,056**
Adoption of revenue standard	-	-	(29,146)	(29,146)
Change in depreciation estimate	-	-	166,879	166,879
Member (distributions)	-	-	(889,509)	(889,509)
Net income	-	-	1,505,341	1,505,341
BALANCE, DECEMBER 31, 2020	**$ 1,000**	**$ 151,515**	**$ 2,800,106**	**$ 2,952,621**

The accompanying notes are an integral part of these financial statements.

EAST OF CHICAGO PIZZA LLC
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2020

	2020
CASH FLOWS FROM OPERATING ACTIVITIES	
Net income	$ 1,505,341
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation and amortization	100,535
Bad debt expense	302,088
Recognition of non-refundable deferred franchise sales	(6,583)
Change in assets and liabilities	
Franchisee receivables	(35,020)
Notes receivable	(15,000)
Accounts payable	809
Non-refundable deferred franchise fees	20,000
Other accrued expenses and liabilities	
Net cash provided (used) by operating activities	1,872,170
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchases of property and equipment	(249,504)
Net cash provided (used) by investing activities	(249,504)
CASH FLOWS FROM FINANCING ACTIVITIES	
Proceeds from notes payable	150,000
Advances to related parties	(607,783)
Member distributions	(889,509)
Net cash provided (used) by financing activities	(1,347,292)
NET INCREASE (DECREASE) IN CASH	275,374
CASH, beginning of year	177,915
CASH, end of year	$ 453,289
SUPPLEMENTAL CASH FLOW INFORMATION	
Cash paid for interest	$ -

The accompanying notes are an integral part of these financial statements.

EAST OF CHICAGO PIZZA LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

East of Chicago Pizza LLC ("Company") is an Ohio limited liability company with its home office in Lima, Ohio. The Company was formed on January 1, 2010. The Company acquired the assets of its predecessor East of Chicago Pizza Company in 2010.

The Company offers franchises for the right to operate a restaurant under the trade name East of Chicago Pizza® and related Marks that features pizzas, submarine sandwiches, salads, and other menu items.

Related Parties

The Company has several related parties:

EOC of Ohio, Inc., operates four East of Chicago Pizza businesses of the type being franchised. Eat Fresh Lima LLC is an investment company. C&C Property Management, LLC, owns and manages real estate. T Squared Cutting, LLC, is in the business of water jet cutting. All these companies are related parties through common control. None of these companies has offered franchises in this or any other line of business.

Outlets in Operation

Changes in the number of operating outlets for the years ended December 31, 2020 consist of the following:

	2020
Outlets in operation, beginning	64
Outlets opened	1
Outlets terminated or closed	(2)
Outlets in operation, ending	63
Franchised outlets	59
Related party owned outlets	4

COVID-19

In December 2019, a novel strain of coronavirus was reported in Wuhan, China. The World Health Organization has declared the outbreak to constitute a "Public Health Emergency of International Concern." The COVID-19 outbreak is disrupting supply chains and affecting production and sales across a range of industries. The extent of the impact of COVID-19 on the operational and financial performance of the Company will depend on certain developments, including the duration and spread of the outbreak, impact on customers, employees, and vendors all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact the financial condition or results of operations of the Company is uncertain.

A summary of significant accounting policies follows:

Basis of Presentation

The accompanying financial statements have been prepared on an accrual basis in accordance with accounting principles generally accepted in the United States of America ("GAAP").

EAST OF CHICAGO PIZZA LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of Estimates

Preparation of the Company's financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of any contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

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The Company's franchisee receivables primarily result from initial franchise fees, royalty fees, brand development contributions charged to franchisees and rebate revenues. Timing of revenue recognition may be different from the timing of invoicing to customers. The Company records an accounts receivable when revenue is recognized prior to invoicing, or unearned revenue when revenue is recognized after invoicing. The Company reports these receivables at net realizable value.

Management determines the allowance for doubtful accounts based on historical losses, current expectations, and economic conditions. On a continuing basis, management analyzes delinquent accounts receivable and, once these accounts receivable are determined to be uncollectible, they are written off through a charge against an existing allowance account. The allowance account is reviewed regularly and adjusted against earnings as appropriate. The Company determined that an allowance on outstanding franchisee receivables of $0 and $0 was necessary as of December 31, 2020. Franchisee bad debt expense was $302,088 for the year ended December 31, 2020. Franchisee amounts written off were $302,088for the year ended December 31, 2020.

Property and Equipment

The Company has adopted ASC 360 – Property, Plant and Equipment. Property and equipment are stated at historical cost. Depreciation is provided using straight-line method based on the estimated useful lives of the related assets (generally two to seven years).

Routine expenditures for repairs and maintenance are expensed as incurred and are charged to operations and major improvements are capitalized. Upon retirement, sale, or other disposition of property and equipment, the cost and accumulated depreciation are eliminated from the accounts and a gain or loss is included in operating expenses.

Property and equipment consist of the following as of December 31:

	2020
Leasehold improvements	$ 533,425
Equipment	371,426
Transportation	262,166
Vehicles	142,422
Property and equipment	1,309,439
Less accumulated depreciation	(682,567)
	$ 626,872

Depreciation expense was $100,535 for the year ended December 31, 2020.

EAST OF CHICAGO PIZZA LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Intangible Assets

The Company has adopted ASC 350, Intangibles – Goodwill and Other that requires that goodwill and intangible assets with indefinite lives no longer be amortized to earnings but be tested for impairment at least annually. Intangible assets with finite lives are amortized over their estimated useful lives. The useful life of an intangible asset is the period over which it is expected to contribute directly or indirectly to future cash flows. Intangible assets with finite lives are reviewed for impairment if events or changes in circumstances indicate that the carrying value might not be recoverable.

The Company's balance sheet at December 31, 2020 has intangible assets classified goodwill. The Company has previously amortized the goodwill in prior years. For the year ended December 31, 2020 the Company has not decreased the value of the goodwill through amortization and determined that there was no impairment of the goodwill as of December 31, 2020.

Franchisee Revenue and Non-refundable Deferred Franchise Fee Revenue

The Company recognizes revenues under the guidance of ASC 606, "Contracts with Customers". The Company's revenue is principally generated through franchise agreements executed with the Company's franchisees.

Each franchise agreement is comprised of several performance obligations. The Company identifies those performance obligations, determines the contract price for each obligation, allocates the transaction price to each performance obligation and recognizes revenue when the Company has satisfied the performance obligation by transferring control of the good or service to the franchisee.

When a qualified party purchases a franchise, the Company grants the franchisee the right to operate the franchised business in a specific territory and to use the proprietary methods, techniques, trade dress, trademarks, and logos ("symbolic intellectual property" or "IP") for an initial term of ten years with two five-year renewal options. Revenues related to the designated territory and IP are continuing weekly royalty fees are defined in the franchise agreement and are 5% of gross sales. Revenue from continuing weekly royalty fees is billed weekly and is recognized as revenue when earned. These revenues will be used to continue the development of the Company's brand, the franchise system and provide on-going support for the Company's franchisees.

Revenue from initial franchise fees is allocated to the performance obligations in the franchise agreement that are distinct from the territory rights and symbolic intellectual property and consist primarily of franchise acquisition and acceptance, site selection, restaurant specifications, initial training, new restaurant opening assistance and other ongoing support and training. For each new franchise awarded the Company's current franchise agreement requires the franchisee to pay an initial, non-refundable fee of $20,000 upon the signing of the agreement. The amount allocated to each identified performance obligation is determined using the expected cost plus a margin or fair market value approach. Revenue from initial fees is recognized when the performance obligation is satisfied and control of the good or service has been transferred to the franchisee. Unearned initial fee revenues will be recorded as non-refundable deferred revenue. Commissions and other direct costs related to unsatisfied performance obligations will be recorded as a contract acquisition asset and are recognized as expense when the related performance obligation has been satisfied.

EAST OF CHICAGO PIZZA LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Rebate Revenue

The Company receives rebates from various product suppliers related to the purchase of equipment, food and related operational items purchased by the Company's franchisees from the Company's approved vendors. These fees are recognized when the rebate is received.

Marketing Fund Contribution

A marketing fund contribution of up to 3% of gross sales is collected from all franchised locations to be used to maximize the general public recognition, acceptance, and use of the system. Examples include the development of brand assets, general marketing, advertising, and publicity administered by the Company on behalf of "East of Chicago Pizza". These contributions are billed weekly and recognized as revenue when earned.

Advertising Expenses

The Company expenses advertising costs for the selling of franchises as incurred. Advertising costs expensed were $11,364 for the year ended December 31, 2020.

Income Taxes

The stockholders of the Company have elected to be treated as a Sub Chapter S Corporation for income tax purposes. Accordingly, taxable income and losses of the Company are reported on the income tax returns of its shareholders and no provision for federal or state income taxes has been recorded in the accompanying financial statements.

The Company follows accounting requirements associated with uncertainty in income taxes under the provisions of Financial Accounting Standards Board ("FASB") ASC 740, Income Taxes. Using that guidance, tax positions initially need to be recognized in the financial statements when it is more-likely-than-not the positions will be sustained upon examination by the tax authorities. A recognized tax position is then measured at the largest amount of benefit that is greater than 50% likely of being realized upon settlement.

Based on its evaluation, the Company has concluded that there are no significant uncertain tax positions requiring recognition in its financial statements for the years ended December 31, 2020.

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist primarily of cash, franchise receivables and advances to Related Parties. The Company places its temporary cash investments with financial institutions. At times throughout the year the Company may, in the ordinary course of business, maintain cash balances in excess of federally insured limits. Management does not believe the Company is exposed to any unusual risks on such deposits. The Company grants credit to franchisees and Related Parties. The Company's ability to collect the amounts due from franchisees and Related Parties is affected by fluctuations in the economy and the operations of the franchisees.

EAST OF CHICAGO PIZZA LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Recently Issued and Adopted Accounting Guidance

The Company has adopted and applied the provisions of ASC 606 – "Contracts for Customers" ("new revenue standard") issued by the FASB related to revenue recognition which became effective for the Company as of January 1, 2020. The provisions have been applied using the modified retrospective method under the provisions of new revenue standard. The Company recognized the cumulative effect of initially applying the new revenue standard as an adjustment to the opening balance of retained earnings as of January 1, 2020. The comparative information has not been restated and continues to be reported under the accounting standards in effect for those periods.

The Revenue Recognition policy above discloses the Company's application of the new revenue standard to the contracts of the Company. This policy was applied to all franchise agreements that were still in force at December 31, 2019 and those franchise agreements that the Company has executed from January 1, 2020 through December 31, 2020.

The cumulative effect of the adoption of the new revenue standard on the Company's balance sheet as of January 1, 2020 and December 31, 2020, and the Company's Statement of Operations for the year ended December 31, 2020 were as follows:

	Balance at December 31, 2019	Adjustments Due to ASC 606	Balance at January 1, 2020
Balance Sheet			
Non-refundable deferred franchise fees	$ -	$ 29,146	$ 29,146
Retained Earnings	2,046,541	(29,146)	2,017,395

	As Reported	Balance Without Adoption of ASC 606	Increase (Decrease)
Balance Sheet			
As of December 31, 2020			
Non-refundable deferred franchise fees	$ 42,563	$ -	$ 42,563
Retained Earnings	2,800,106	2,842,669	(42,563)
Statement of Operations			
Year Ended December 31, 2020			
Franchise sale revenue	$ 6,583	$ 20,000	$ (13,417)
Net income	1,505,341	1,518,758	(13,417)

Other than the new revenue standard as described in the previous paragraphs the Company has adopted all recently issued Accounting Standards Updates ("ASU"). Management has not yet determined the effect of the adoption of the other recently issued ASUs, including those not yet effective, could have on the financial position or results of operations of the Company.

EAST OF CHICAGO PIZZA LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 2 – CONTRACTS WITH CUSTOMERS

The Company has recorded a liability for unearned revenue associated with franchisee acquisition and acceptance performance obligation of the Company's franchise agreement. The account balances and activity are as follows:

	December 31, 2020
Deferred Non-refundable Franchise Fees:	
Balance beginning of year	$ -
Implementation of new revenue standard	29,146
Deferral of non-refundable franchise fees	20,000
Recognition of non-refundable franchise fees	(6,583)
Balance at end of year	$ 42,563

Disaggregation of Revenues

Disaggregated revenues based on the satisfaction of performance obligaions in the Company's contracts with franchisees for the year ended December 31, 2020 is as follows:

	2020
Peformance obligations satisfied at a point in time	$ 3,902,705
Performance obligations satisfied through the passage of time	6,583
Total revenues	$ 3,909,288

Estimated Recognition of Non-refundable Deferred Franchise Fees and Franchise Acquisition Costs

Estimated revenues to be recognized in future periods related to non-refundable deferred franchise fees as reported at December 31, 2020 is as follows:

	Non-refundable Franchise Fees
Year ending December 31:	
2021	$ 6,750
2022	6,667
2023	6,250
2024	6,125
2025	4,583
Thereafter	12,188
	$ 42,563

NOTE 3 – RELATED PARTY TRANSACTIONS

Transactions with the Company's related parties primarily consist of advances made to the related parties to support their operations and development both in cash and costs incurred.

Advances are not collateralized, noninterest bearing and due on demand. Advances due from the related parties as of December 31, 2020 $1,103,963. The advances are reported as a component of stockholders' equity in the accompany balance sheets as the advances do not have stated repayment terms and the ownership of these related parties is the same ownership of the Company.

EAST OF CHICAGO PIZZA LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 4 – NOTES PAYABLE

Notes payable consist of the following at December 31,

		2020
Note payable with the Small Business Administration Face amount of $150,000, payable in 360 monthly installments of $731 including interest at the rate of 3.75% Final payment due on May 18, 2050. Collateralized by assets of the Company.	$	150,000

The maturities of the long-term debt are as follows:

Year ending December 31:		
2021	$	-
2022		70
2023		2,851
2024		2,944
2025		3,082
Thereafter		141,053
	$	150,000

NOTE 5 – CHANGE IN DEPRECIATION METHOD AND ASSET LIFE

Previously the Company had calculated depreciation used Internal Revenue Service ("IRS") guidelines including Section 179 and other bonus depreciation methods and IRS asset life guidelines in calculating depreciation for GAAP purposes. In 2020 the Company has changed the depreciation method to straight line and modified asset lives for leasehold improvements to reflect guidance under GAAP. These changes have resulted in a credit to retained earnings of $166,879 and a decrease in current year depreciation of $75,932 relatively compared to depreciation using IRS depreciation guidelines.

NOTE 6 – COVID-19 RELIEF

During 2020 the Company borrowed $151,000 from the Small Business Administration ("SBA") under the Paycheck Protection Program for COVID-19 relief. As of December 31, 2020, that borrowing has been forgiven in full by the SBA. The Company received an Economic Injury Disaster Grant from the SBA in the amount of $10,000. The Company has received an Employee Retention Credit from the IRS for wages paid in 2020 in the amount of $65,658. These amounts are reported as other income in the accompanying Statement of Operations for the year ended December 31, 2020.

NOTE 7 - COMMITMENTS AND CONTINGENCIES

Contingencies

The Company may be party to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

NOTE 7 - COMMITMENTS AND CONTINGENCIES (CONTINUED)

Rent Expense

The Company rents office space from a related party on a month-to-month basis. Office rent expense was $159,200 for the year ended December 31, 2020.

NOTE 8 - SUBSEQUENT EVENTS

Date of Management's Evaluation

Management has evaluated subsequent events through August 9, 2021, the date on which the financial statements were available to be issued.

A. ANDREW GIANIODIS
CERTIFIED PUBLIC ACCOUNTANT

EAST OF CHICAGO PIZZA, LLC

DECEMBER 31, 2019 AND 2018

FINANCIAL STATEMENTS

279 Niagara Falls Blvd. Amherst, New York 14226 716 – 510-6068

EAST OF CHICAGO PIZZA, LLC

Table of Contents

A. ANDREW GIANIODIS
CERTIFIED PUBLIC ACCOUNTANT

June 17, 2020

INDEPENDENT AUDITORS' REPORT

Board of Directors and Stockholders of
East of Chicago Pizza LLC:

REPORT ON FINANCIAL STATEMENTS

I have audited the accompanying balance sheets of East of Chicago Pizza LLC (a subchapter-s corporation) as of December 31, 2019 and 2018 and the related statements of operations, changes in owner's equity and cash flows for the years then ended. These financial statements are the responsibility of the Company's management.

MANAGEMENT'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS

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

AUDITOR'S RESPONSIBILITY

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

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risks of material misstatements of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, I express no such opinion.

279 Niagara Falls Blvd. Amherst, New York 14226 716 – 510-6068

An audit also includes evaluating appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

OPINION

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of East of Chicago Pizza LLC (a subchapter-s corporation) as of December 31, 2019 and 2018 and the results of operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

A. Andrew Gianiodis

Certified Public Accountant

279 Niagara Falls Blvd. Amherst, New York 14226 716 – 510-6068

East of Chicago Pizza LLC

Balance Sheet

December 31, 2019 and 2018

	2019	2018
ASSETS		
Current Assets		
Cash	$ 177,915	$ 518,135
Accounts Receivable	469,657	356,706
Due from affliates	384,363	626,427
Total Current Assets	1,031,935	1,501,268
Fixed Assets		
Equipment	1,059,935	724,546
Accumulated Depreciation	(748,911)	(572,443)
Total Fixed Assets	311,024	152,103
Other Assets		
Intangible Assets (Net)	756,015	972,143
Notes Receivable	1,519,837	1,474,630
	2,275,852	2,446,773
TOTAL ASSETS	$ 3,618,811	$ 4,100,144
LIABILITIES & EQUITY		
Current Liabilities		
Accounts Payable	$ 11,735	$ 9,886
	11,735	9,886
Long Term notes	1,408,020	1,274,279
Total Liabilities	1,419,755	1,284,165
Stockholders' Equity		
Common Stock - 10,000 Shares authorized, issued and outstanding	1,000	1,000
Additional Paid-in Capital	151,515	151,515
Retained Deficit	2,046,541	2,663,464
Total Equity	2,199,056	2,815,979
TOTAL LIABILITIES & EQUITY	$ 3,618,811	$ 4,100,144

See accompanying notes

East of Chicago Pizza LLC

Statement of Operations
Years ending December 31, 2019 and 2018

	2019	2018
Revenues		
Initial franchise fee	$ 4,500	$ 23,750
Royalties	1,700,638	1,688,078
Other franchise revenue	1,940,286	1,564,091
Total revenue	3,645,424	3,275,919
Expenses		
Advertising and promotion	699,416	779,390
Bad debts	18,162	113,032
Bank charges	5,318	4,257
Contract labor	-	103,157
Insurance	18,722	18,203
Maintenance	53,103	29,913
Miscellaneous	4,919	4,038
Office	42,009	30,510
Payroll, taxes and benefits	855,121	640,870
Professional fees	96,817	56,196
Rentals	153,099	29,402
Supplies	18,484	12,710
Telephone	23,724	28,027
Travel & meals	106,674	37,066
Vehicle expense	31,521	62,203
Total expenses	2,127,089	1,948,974
EBITDA	1,518,335	1,326,945
Amortization	216,128	216,128
Depreciation	176,468	53,828
Interest expense	39,096	41,674
Interest Income	(22,834)	-
Income taxes - state and local	9,400	6,442
Net Income	$ 1,100,077	$ 1,008,873

See accompanying notes

East of Chicago Pizza LLC

Statement of Changes in Stockholder's Equity
Years ending December 31, 2019 and 2018

	Common Stock	APIC	Retained Earnings	Total Stockholders' Equity
Equity, January 1, 2018	$ 1,000	$ 151,515	$ 3,040,732	$ 3,193,247
Capital Contribution	-	-	-	-
Distributions	-	-	(1,386,141)	(1,386,141)
Net Income	-	-	1,008,873	1,008,873
Equity, December 31, 2018	$ 1,000	$ 151,515	$ 2,663,464	$ 2,815,979
Equity, January 1, 2019	$ 1,000	$ 151,515	$ 2,663,464	$ 2,815,979
Capital Contribution	-	-	-	-
Distributions	-	-	(1,717,000)	(1,717,000)
Net Income	-	-	1,100,077	1,100,077
Equity, December 31, 2019	$ 1,000	$ 151,515	$ 2,046,541	$ 2,199,056

See accompanying notes

East of Chicago Pizza LLC

Statement of Cash Flows
Years ending December 31, 2019 and 2018

	2019	2018
Cash flows from operating activities:		
Net Income	$ 1,100,077	$ 1,008,873
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation & amortization	392,596	269,956
Changes in assets and liabilities		
Current assets	129,113	(298,880)
Current liabilities	1,849	6,424
Net cash provided by operating activities	1,623,635	986,373
Cash flows from investing activities:		
Purchase of Fixed Assets	(335,389)	(2,781)
Collections on Notes Receivable (net of new N/R)	(45,207)	(241,837)
Payment of Long-term debt, net of new debt	133,741	376,023
Net cash provided by investing activities	(246,855)	131,405
Cash flows from financing activities:		
Shareholder Distributions	(1,717,000)	(1,386,141)
Net cash provided by investing activities	(1,717,000)	(1,386,141)
Net change in cash	(340,220)	(268,363)
Cash - beginning of year	518,135	786,498
Cash - end of year	$ 177,915	$ 518,135
Supplemental Disclosures		
Interest Paid	39,096	41,674
Income Taxes Paid	9,400	6,442

See accompanying notes

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

ORGANIZATION AND NATURE OF BUSINESS: East of Chicago Pizza LLC (a subchapter-S Company) ("The Company") holds the exclusive rights to sell and develop East of Chicago Pizza franchises in the mid-western United States. The Company purchased the franchisor rights in 2008. East of Chicago Pizza franchises have been inexistence since 1991 serving quality pizza, submarine sandwiches and chicken wings. The Company has a recognized brand, a proven business plan for al franchisees and an experienced franchise services team.

ACCOUNTS RECEIVABLE: Trade accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Uncollectible accounts receivable are charged to expense in the year they are deemed to be uncollectible.

INVENTORY: Inventory consisting of franchisee employee uniforms and gift cards are stated at the lower of cost, determined by the first-in, first-out method, or market.

FIXED ASSETS: Property and Equipment are stated at cost. Expenditures for maintenance and repairs are charged against operations.

Renewals and betterments that materially extend the lives of the assets are capitalized. The cost of assets sold, retired or otherwise disposed of and the related allowance for depreciation are eliminated from the accounts, and any resulting gain or loss is included in operations.

GOODWILL: Goodwill represents the excess cost over fair value of net assets acquired through acquisitions. The Company has adopted the guidance set forth by the Financial Accounting Standards Board (FASB) in its Accounting Standards Codification (ASC) topic 350, *Intangibles – Goodwill and Other,* which, among other things, prohibits the amortization of goodwill and other non-goodwill intangible assets with indeterminable lives and instead requires an annual assessment of impairment by applying a fair value based test. In addition, the standard includes provisions upon adoption for the reclassification of certain existing recognized intangibles and reclassification of certain intangibles out of previously reported goodwill balances.

IMPAIRMENT OF GOODWILL: Goodwill is reviewed for possible impairment at least annually or more frequently upon the occurrence of an event or when circumstances indicate that the carrying amount is greater than fair value. During 2014, the Company determined that the carrying amount did not exceed its fair value. Accordingly, no impairment loss was recognized.

ADVERTISING COSTS: A marketing fund has been established for the creation and development of marketing, advertising and related programs and materials including, but not limited to, electronic, print and internet media as well as the planning and purchasing of national regional network advertising. Franchisees are required to contribute to the marketing fund at a rate of 2-3% of gross revenues. The contribution is payable on the fifth day of the following month. Total advertising costs of $696,416 and $779,390 for 2019 and 2018, respectively.

REVENUE RECOGNITION

Initial franchise fees will be recorded as income when the company provides substantially all the initial services agreed upon in the franchise agreement or when the franchise has commenced operations, whichever comes first. If the fee is received over a period of time and the Company has no reasonable basis for estimating the collectability of the fee, the Company will use the installment method of recognition of the initial fee as revenue.

Monthly royalty fees will be recognized when reported by the franchisee.

COMPANY INCOME TAXES

The Company, with the consent of its stockholders, has elected to be an s-corporation. In lieu of corporation income taxes, the stockholder(s) of an s-corporation are taxed based on their proportionate share of the Company's taxable income. Therefore, no provision or liability for income taxes has been included in these financial statements.

NOTE 2 DISCLOSURE ABOUT FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company estimates that the fair value of all financial instruments at December 31, 2019 and 2018, as defined in FASB 107, does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying balance sheet. The estimated fair value amounts have been determined by the Company using available market information and appropriate valuation methodologies. Considerable judgment is required in interpreting market data to develop the estimates of fair value, and accordingly, the estimates are not necessarily indicative of the amounts that the Company could realize in a current market exchange.

NOTE 3 FIXED ASSETS

Property, plant and equipment as of December 31, 2018 and 2017 is summarized by major classification as follows:

2019	Cost	Accumulated Depreciation	Book Value
Equipment	$ 219,426	$ (129,546)	$ 89,880
Vehicles	262,167	(262,168)	(1)
Office Equipment	142,636	(137,539)	5,097
Leaseholds	435,706	(219,658)	216,048
	$ 1,059,935	$ (748,911)	$ 311,024

2018	Cost	Accumululated Depreciation	Book Value
Equipment	$ 24,353	$ (24,353)	$ -
Vehicles	214,514	(214,514)	-
Office Equipment	139,777	(132,131)	7,646
Leaseholds	345,902	(201,445)	144,457
	$ 724,546	$ (572,443)	$ 152,103

NOTE 4 SUBSEQUENT EVENTS

Subsequent events have been evaluated through June 17, 2020, the date that the financial statements were available to be issued.

EXHIBIT F

OPERATIONS MAN UAL TABLE OF CONTENTS

New Restaurant Opening Guide

Standards of Operation

EXHIBIT G

CURRENT FRANCHISEES

Location	Location Street	Location City, State, Zip	Phone	Franchisee 1
Ada	430 S. Main St.	Ada, OH 45810	419-634-1800	Ian Edwards
Akron (West)	1650 W. Market St. Unit 20	Akron, Ohio 44313	234-208-9230	Matt Craig & Jay Craig
Alliance	1115 W. State St	Alliance, OH 44601	330-821-4242	Chad Barnett
Apple Creek	690 W. Main St	Apple Creek, OH 44606	330-698-0555	Rich & Ann Lester
Ashland	614 Claremont Ave	Ashland, OH 44805	419-289-0605	John Smith
Barberton/Norton	1317 Shannon Ave	Barberton, OH 44203	330-753-3500	Jeremy Clemetson
Bellevue	102-A Yorkshire Place	Bellevue, OH 44811	419-483-2201	Larry Allen
Berlin	4925 W. Main St	Berlin, OH 44610	330-893-1717	Bryan Lester
Bluffton	407 N. Main St	Bluffton, OH 45817	419-358-8622	Ian Edwards
Brecksville	8924 Brecksville Rd	Brecksville, OH 44141	440-546-5466	Todd Barry
Brunswick Hills	5282 Center Rd	Brunswick, Ohio 44212	330-220-7979	Mark Collyer
Canal Fulton	987 East Cherry Street	Canal Fulton, Ohio 44614	330-854-5444	Jeremy Clemetson
Canton	2746 Cleveland Ave NW	Canton, OH 44709	330-455-3399	Robert A. Becker (Andy) and Carrie L. Becker
Clyde	422-D-E McPherson Hwy	Clyde, OH 43410	419-547-1111	Larry Allen
Cuyahoga Falls	2615 State Rd	Cuyahoga Falls, OH 44223	330-923-3278	Jeremy Clemetson
Dover	2105 N. Wooster Ave	Dover, OH 44622	330-602-3278	Harry A and Jamie Leeper Carl and Theresa Dietz
Ellet	696 Canton Rd Unit 3	Akron, OH 44312	330-794-9356	Todd Barry
Elyria	515 N. Abbe Rd - Unit E	Elyria, OH 44035	440-365-6005	Eric Soros Timothy Sean Ely
Findlay	910 N. Main St.	Findlay, OH 45840	419-425-0011	Mark Hartschuh
Fremont	1032 Oak Harbor Rd	Fremont, OH 43420	419-332-8200	Craig McAfee
Galion	759 Carter Dr	Galion, OH 44833	419-468-8333	Jared and Jessica Thew
Green	3465 Arlington, Unit G	Akron, OH 44312	330-896-2699	Daniel James
Greentown	9717 Cleveland Ave NW	Greentown, OH 44630	330-966-2901	Tim Frazier
Greenwich	56 Main St	Greenwich, OH 44837	419-752-1562 419-752-2365	Randy and Susie Fishbaugh
Lexington	11 W. Main Street	Lexington, OH 44904	419-884-9896	Timothy and Laura Schroeder
Lisbon	330-A North Market St.	Lisbon, OH 44432	330-424-5090	Mark Passerotti
Lodi	715 Bank St	Lodi, Ohio 44254-1316	330 948-9999	Cynthia J. Stephens
Loudonville	206 W. Main Street	Loudonville, Ohio 44842	419-920-9323	Linda Gongwer
Mansfield	523 S. Main Street	Mansfield, OH 44907	419-522-0458	John Smith
Marietta	111 Pike Street	Marietta, OH 45750	740-374-6000	Tim Myers
Marion	1322 Mt Vernon Ave	Marion, OH 43302	740-375-4300	Willie Pickens
Massillon	2132 Lincoln Way W	Massillon, OH 44647	330-837-9944	Jeff Hartzell
Massillon/Perry Heights	3334 Lincoln Way East	Massillon, Ohio 44646	330-832-0200	Jeff Hartzell

Medina	307 South Court St	Medina, OH 44256	330-723-0510	Jay and Sue Craig
Millersburg	960 South Washington	Millersburg, OH 44654	330-674-1717	Bryan Lester
Navarre	561 N. Main Street	Navarre, OH 44662	330-879-2121	Ned Johnson
New Philadelphia	205 Commercial Ave SE	New Philadelphia, OH 44663	330-364-0005	Harry A and Jamie Leeper
North Ridgeville	34167 Center Ridge Rd	North Ridgeville, OH 44039	440-657-5055	Eric Soros; Timothy Sean Ely
Norwalk	56 Stower Lane, Suite A	Norwalk, OH 44857	419-663-0808	Ken Pittenger
Orrville	304 W. High St.	Orrville, OH 44667	330-682-8200	Jay and Sue Craig
Piqua	1560 Covington Ave	Piqua, OH 45356	937-773-1233	Jim Miller & Mark Scriven
Rittman	94 N. Main St.	Rittman, Ohio 44270-1462	330-925-3278	Jay and Sue Craig
Salem	2307 E. State St.	Salem, Ohio 44460	330 332-3278	Augie and Debra Thomas
Seville	211 Center St	Seville, OH 44273	330-769-9999	Jack and Janice Fisk
Shelby	163 Mansfield Ave	Shelby, OH 44875	419-342-7888	Jared and Jessica Thew
Shreve	275 N. Market	Shreve, OH 44676	330 567-3278	Thomas Cooper
South Amherst	102 N. Lake St	South Amherst, OH 44001	440-986-3278	Denny & Linda Abraham
Stow	1628 Norton Rd	Stow, OH 44224	234-602-1002	Jeremy Clemetson
Sugarcreek	149 Dover Rd. N.W.	Sugarcreek, OH 44681	330-852-0555	Ned Johnson
Uhrichsville	122 E. 3rd Street	Uhrichsville, Oh 44683	740 922-8800	Harry A and Jamie Leeper
Wakeman	10 East Main St	Wakeman, OH 44889	440-839-2551	Joanne Willinger
Willard	318 W. Walton St	Willard, OH 44890	419-935-4008	Vicky Mack
Wooster	801 West Old Lincoln Way	Wooster, OH 44691	330-264-3278	Carl Yacapraro, Sr.
Berne, IN	1325 US Highway 27 North	Berne, IN 46711	260-589-8891	Tony and Kaye Mellencamp
Churubusco, IN	8475 E. US 33	Churubusco, IN 46723	260-693-1010	Tim and Lisa Fensler
Leo, IN	11119 Grabill Rd, Suite D	Leo, IN 46765	260-627-6100	Troy Stanton
Ossian, IN	1100 Dehner Drive	Ossian, IN 46777	260-622-6699	Karalynn Jones
Shipshewana, IN	350 S. Van Buren St.	Shipshewana, IN 46565	260 768-7272	Troy Stanton
Warren, IN	111 East First Street	Warren, Indiana 46792	260-375-2000	Terry Miller
Germantown, TN	9289 Poplar Ave Suite 105	Germantown, TN 38138	901-590-2731	Tim York
Shinniston, WV	343 S. Pike St	Shinniston, WV 26431	304 592-2550	Jeffrey Chalfant

EXHIBIT H

FORMER FRANCHISEES

The name, city and state, and current business telephone number (or if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who has not communicated with the us within 10 weeks:

Closed in 2021:

JEOC, LLC
Jeremy Dack
1665 E. Main Suite 300
Kent, Ohio 44340
330-338-0689

Sold in 2021:

Jeffrey Wilkins
960 S. Washington Street
Millersburg OH 44654
330-275-7644

Katherine Straughn
2615 State Rd
Cuyahoga Falls, OH 44223
330-322-9766

Katherine Straughn
1628 Norton Rd
Stow, OH 44224
330-322-9766

EXHIBIT I

STATE ADDENDA TO DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department Of Financial Protection and Innovation, prior to a solicitation of a proposed material modification of an existing franchise.

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

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

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

ALL THE OWNERS OF THE FRANCHISE WILL BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE MARITAL ASSETS OF THE SPOUSES DOMICILED IN COMMUNITY PROPERTY STATES – ARIZONA, CALIFORNIA, IDAHO, LOUISIANA, NEVADA, NEW MEXICO, TEXAS, WASHINGTON AND WISCONSIN AT risk IF YOUR FRANCHISE FAILS.

1. The following paragraph is added to the end of Item 3 of the Disclosure Document:

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

2. The following paragraph is added to the end of Item 6 of the Disclosure Document:

   With respect to the Late Fee described in Item 6, this Item is amended to disclose that the maximum rate of interest permitted under California law is 10%.

3. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

   The Franchise Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order thereunder is void.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

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

The Franchise Agreement requires binding arbitration. The arbitration will occur in Lima, Ohio, with the costs being borne equally by Franchisor and Franchisee. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The Franchise Agreement requires application of the laws of Ohio. This provision may not be enforceable under California law.

4. The following paragraph is added at the end of Item 19 of the Disclosure Document:

The earnings claims figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your East of Chicago Pizza business. Franchisees or former franchisees, listed in the offering circular, may be one source of this information.

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Hawaii only, this Disclosure Document is amended as follows:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities
335 Merchant Street
Honolulu, Hawaii 96813

Registration of franchises or filings of offering circulars in other states. As of the date of filing of this Addendum in the State of Hawaii:

1. A franchise registration is effective or an offering circular is on file in the following states: ____________________

2. A proposed registration or filing is or will be shortly on file in the following states: ______________________________

3. No states have refused, by order or otherwise to register these franchises.

4. No states have revoked or suspended the right to offer these franchises.

5. The proposed registration of these franchises has not been withdrawn in any state.

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, as amended (the "Act"), this Disclosure Document is amended as follows:

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Act.

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Maryland only, this Disclosure Document is amended as follows:

The following is added to Item 17:

> The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
>
> You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.
>
> The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Minnesota only, this Disclosure Document is amended as follows:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, which states "No action may be commenced pursuant to this Section more than three years after the cause of action accrues."

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION

WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

In the State of New York only, this Disclosure Document is amended as follows:

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY ST. 21ST FLOOR, NEW YORK, NY 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**":

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor**":

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**": The foregoing choice of law should not be

considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of North Dakota only, this Disclosure Document is amended as follows:

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

1. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.

2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

3. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

5. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

6. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.

8. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

9. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

10. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Rhode Island only, this Disclosure Document is amended as follows:

Item 17, summary columns for (v) and (w) are amended to add the following:

> Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

In the Commonwealth of Virginia only, this Disclosure Document is amended as follows:

The following statements are added to Item 17(h):

> Under 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 do 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.
>
> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to the franchisee under the franchise, that provision may not be enforceable.

Item 17(t) is amended to read as follows:

> Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT

(See Exhibit J for Washington Addendum to Disclosure Document and Rider to Franchise Agreement)

EXHIBIT J

STATE ADDENDA TO AGREEMENTS

ILLINOIS RIDER TO FRANCHISE AGREEMENT [*if applicable:* AND MULTI-UNIT DEVELOPMENT AGREEMENT]

This Rider amends the Franchise Agreement [*if applicable*: and Multi-Unit Development Agreement] dated __________________ (the "Agreement"), between East of Chicago Pizza LLC, an Ohio limited liability company ("EOC Pizza Company") and ___________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Illinois Act" means the Illinois Franchise Disclosure Act of 1987.

2. Governing Law and Jurisdiction. Notwithstanding any provision of the Agreement to the contrary, the Agreement is governed by Illinois law. The parties irrevocably submit to the jurisdiction and venue of the federal and state courts in Illinois, except for matters which the Agreement provides will be resolved by arbitration.

3. Limitation of Claims. No action can be maintained to enforce any liability created by the Illinois Act unless brought before the expiration of 3 years from the act or transaction constituting the violation upon which it is based, the expiration of 1 year after Franchisee become aware of facts or circumstances reasonably indicating that Franchisee may have a claim for relief in respect to conduct governed by the Illinois Act, or 90 days after delivery to the Franchisee of a written notice disclosing the violation, whichever shall first expire.

4. Waivers Void. Notwithstanding any provision of the Agreement to the contrary, any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Illinois Act or any other law of the State of Illinois is void. This Section shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

5. Entire Agreement; No Disclaimer. This Agreement and all related agreements executed simultaneously with this Agreement constitute the entire understanding of the parties and supersede any and all prior oral or written agreements between EOC Pizza Company and Franchisee on the matters contained in this Agreement; but nothing in this Agreement or any related agreement is intended to disclaim the representations that EOC Pizza Company made in the latest franchise disclosure document that EOC Pizza Company furnished to Franchisee.

6. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
______________________________	EAST OF CHICAGO PIZZA LLC
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

INDIANA RIDER TO FRANCHISE AGREEMENT [*if applicable:* AND MULTI-UNIT DEVELOPMENT AGREEMENT]

This Rider amends the Franchise Agreement [*if applicable*: and Multi-Unit Development Agreement] dated ______________________ (the "Agreement"), between East of Chicago Pizza LLC, an Ohio limited liability company ("EOC Pizza Company") and ____________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Indiana Acts" means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

2. Certain Provisions Modified. Any provision of the Agreement which would have any of the following effects is hereby modified to the extent required for the Agreement to be in compliance with the Indiana Acts:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or services or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.

(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subsection (5) does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subsection (7) includes any material violation of the franchise agreement.

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement.

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
______________________________	EAST OF CHICAGO PIZZA LLC
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

MARYLAND RIDER TO FRANCHISE AGREEMENT [*if applicable:* AND MULTI-UNIT DEVELOPMENT AGREEMENT]

This Rider amends the Franchise Agreement [*if applicable*: and Multi-Unit Development Agreement] dated ___________ ___________ (the "Agreement"), between East of Chicago Pizza LLC, an Ohio limited liability company ("EOC Pizza Company") and ____________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Maryland Franchise Law" means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland.

2. Releases, Estoppels and Waivers of Liability. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Law.

3. Statute of Limitations. Any provision of the Agreement which provides for a period of limitations for causes of action shall not apply to causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland. Franchisee must bring an action under such law within three years after the grant of the franchise.

4. Jurisdiction. Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

5. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
______________________________	EAST OF CHICAGO PIZZA LLC
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

MINNESOTA RIDER TO FRANCHISE AGREEMENT [*if applicable:* AND MULTI-UNIT DEVELOPMENT AGREEMENT]

This Rider amends the Franchise Agreement [*if applicable*: and Multi-Unit Development Agreement] dated ______________________ (the "Agreement"), between East of Chicago Pizza LLC, an Ohio limited liability company ("EOC Pizza Company") and ____________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Minnesota Act" means Minnesota Statutes, Sections 80C.01 to 80C.22.

2. Amendments. The Agreement is amended to comply with the following:

Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, and therefore the applicable provision of the Agreement is amended to state "No action may be commenced pursuant to Minnesota Statutes, Section 80C.17 more than three years after the cause of action accrues."

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
______________________________	EAST OF CHICAGO PIZZA LLC
By: ____________________________	By: ____________________________
Name: __________________________	Name: __________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

NEW YORK RIDER TO FRANCHISE AGREEMENT [*if applicable:* AND MULTI-UNIT DEVELOPMENT AGREEMENT]

This Rider amends the Franchise Agreement [*if applicable*: and Multi-Unit Development Agreement] dated ______________________ (the "Agreement"), between East of Chicago Pizza LLC, an Ohio limited liability company ("EOC Pizza Company") and ____________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Waivers Not Required. Notwithstanding any provision of the Agreement to the contrary, Franchisee is not required to assent to a release, assignment, novation, waiver or estoppel which would relieve EOC Pizza Company or any other person from any duty or liability imposed by New York General Business Law, Article 33.

3. Waivers of New York Law Deleted. Any condition, stipulation, or provision in the Agreement purporting to bind Franchisee to waive compliance by EOC Pizza Company with any provision of New York General Business Law, or any rule promulgated thereunder, is hereby deleted.

4. Governing Law. Notwithstanding any provision of the Agreement to the contrary, the New York Franchises Law shall govern any claim arising under that law.

5. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
______________________________	EAST OF CHICAGO PIZZA LLC
By: __________________________	By: __________________________
Name: ________________________	Name: ________________________
Title: _________________________	Title: _________________________
Date: _________________________	Date: _________________________

NORTH DAKOTA RIDER TO FRANCHISE AGREEMENT [*if applicable:* AND MULTI-UNIT DEVELOPMENT AGREEMENT]

This Rider amends the Franchise Agreement [*if applicable*: and Multi-Unit Development Agreement] dated ______________________ (the "Agreement"), between East of Chicago Pizza LLC, an Ohio limited liability company ("EOC Pizza Company") and ____________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Amendments. The Agreement (and any Guaranty Agreement) is amended to comply with the following:

(1) Restrictive Covenants: Every contract by which Franchisee, any Guarantor, or any other person is restrained from exercising a lawful profession, trade, or business of any kind is subject to NDCC Section 9-08-06.

(2) Situs of Arbitration Proceedings: Franchisee and any Guarantor are not required to agree to the arbitration of disputes at a location that is remote from the site of Franchisee's business.

(3) Restrictions on Forum: Franchisee and any Guarantor are not required to consent to the jurisdiction of courts outside of North Dakota.

(4) Liquidated Damages and Termination Penalties: Franchisee is not required to consent to liquidated damages or termination penalties.

(5) Applicable Laws: The Agreement (and any Guaranty Agreement) is governed by the laws of the State of North Dakota.

(6) Waiver of Trial by Jury: Franchisee and any Guarantor do not waive a trial by jury.

(7) Waiver of Exemplary and Punitive Damages: The parties do not waive exemplary and punitive damages.

(8) General Release: Franchisee and any Guarantor are not required to sign a general release upon renewal of the Agreement.

(9) Limitation of Claims: Franchisee is not required to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

(10) Enforcement of Agreement: The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
______________________________	EAST OF CHICAGO PIZZA LLC
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

RHODE ISLAND RIDER TO FRANCHISE AGREEMENT [*if applicable:* AND MULTI-UNIT DEVELOPMENT AGREEMENT]

This Rider amends the Franchise Agreement [*if applicable*: and Multi-Unit Development Agreement] dated ______________________ (the "Agreement"), between East of Chicago Pizza LLC, an Ohio limited liability company ("EOC Pizza Company") and ____________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Jurisdiction and Venue. Any provision of the Agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Franchise Investment Act.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
______________________________	EAST OF CHICAGO PIZZA LLC
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT
AND
RIDER TO FRANCHISE AGREEMENT [*if applicable:* AND MULTI-UNIT DEVELOPMENT AGREEMENT]

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
______________________________	EAST OF CHICAGO PIZZA LLC
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 states, 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:

State	Effective Date

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.

RECEIPT

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 East of Chicago Pizza LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If East of Chicago Pizza LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D. C. 20580 and any applicable state agency (which are listed in Exhibit A).

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
Mike Williams	121 West High Street, 12th Floor, Lima OH 45801	(419) 225-7116

Issuance Date: May 20, 2022

I received a disclosure document dated May 20, 2022, that included the following Exhibits:

A. State Administrators and Agents for Service of Process
B-1. Franchise Agreement
B-2. Principals Personal Guaranty of Franchisee's Obligations
C. Multi-Unit Development Agreement
D. Form of General Release
E. Financial Statements
F. Operations Manual Table of Contents
G. Current Franchisees
H. Former Franchisees
I. State Addenda to Disclosure Document
J. State Addenda to Franchise Agreement

Signature: ____________________________
Print Name: ___________________________
Date Received: _________________________

Keep This Copy For Your Records

RECEIPT

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 East of Chicago Pizza LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If East of Chicago Pizza LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D. C. 20580 and any applicable state agency (which are listed in Exhibit A).

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E. Financial Statements
F. Operations Manual Table of Contents
G. Current Franchisees
H. Former Franchisees
I. State Addenda to Disclosure Document
J. State Addenda to Franchise Agreement

Signature: ____________________________
Print Name: ___________________________
Date Received: _________________________

Return this copy to us.