FRANCHISE DISCLOSURE DOCUMENT

Fox's Pizza Den, Inc.
4425 William Penn Hwy.
Murrysville, PA 15668
(724) 733-7888
website: www.foxspizza.com
email: beth@foxspizza.com

You will operate a business engaged in preparing and selling Pizza and other food items at retail for pickup and delivery under the Fox's Pizza Den trademarks. The total investment necessary to begin operation of a Fox's Pizza Den. Pizza franchise ranges from $136,600 - $424,500. This includes $36,000 that must be paid to the franchisor.

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 fourteen (14) calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Beth Henriquez at 4425 William Penn Hwy., Murrysville, PA, 15668 and 724-733-7888.The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or accountant.

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

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

Issuance Date: October 16, 2025

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit E.
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 C 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 Fox's Pizza Den business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Fox's Pizza Den franchisee?	Item 20 or Exhibit E 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. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Pennsylvania. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Pennsylvania than in your own state.

2. **Mandatory Minimum Payments**. You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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

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.

FOX'S PIZZA DEN, INC.
Franchise Disclosure Document

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

To simplify the language in this disclosure document, the terms "Franchisor", or "we" or "us" means Fox's Pizza Den, Inc., the Franchisor. The terms "we", "us" and "Franchisor" do not include you, the "Franchisee". We refer to the purchaser(s) of a Fox's Pizza Den franchise, as "you" or "Franchisee", whether an individual, a partnership, corporation, or limited liability company. If you are a corporation, partnership or other entity, our Franchise Agreement also will apply to your owners, officers and directors. If you are married and your spouse is not a partner in the franchise business, certain provisions of our Franchise Agreement will also apply to that spouse.

We were formed as a corporation in the State of Pennsylvania on September 16, 1974. Our principal business address is 4425 William Penn Highway, Murrysville, PA 15668, and our telephone number is 724-733-7888. We do business under our operating name, "Fox's Pizza Den" and its associated logos and designs (the "Marks"). We have registered our principal service marks on Principal Register of the United States Patent and Trademark Office. We do not own or operate any businesses of the type you will be operating. We have not offered franchises in any other line of business. We only offer franchises which operate under the "Fox's Pizza Den" Mark. We began offering franchises on September 16,1974.

The principal business addresses of our agents for service of process is 4425 William Penn Highway, Murrysville, Pennsylvania 15668, and the state agency addresses shown on Exhibit A.

Our Parents, Predecessors and Affiliates:

We have no predecessors.

We have 2 affiliates. Fox's Pizza Distribution, Inc. is our affiliate that supplies proprietary ingredients for pizza and other menu items, and it was incorporated on April 22, 1997. Its principal business address is 4425 William Penn Highway, Murrysville, PA 15668.

Vicksburg Pizza Property, LLC is our affiliate that supplies proprietary ingredients for pizza and other menu items and it was incorporated on May 17, 2022. Its principal business address is 1480 Highway 61 N., Vicksburg, MS 39183.

We have no parent.

The Franchise Offered:

We grant franchises for the right to operate a business offering various pizza and food items under the "Fox's Pizza Den" Marks, using our distinctive operating procedures and standards in a limited protected territory and from a single location (the "Franchised Business").

The distinguishing characteristics of the Franchised Business includes our distinctive interior and exterior design, décor, color schemes, graphics, fixtures and furniture, our proprietary products and recipes, operation methods, customer services standards, advertising and marketing specifications, and other standards, specifications, techniques, and procedures that we designate for developing, operating, and managing Fox's Pizza Den outlets, all of which we may change, improve, and further develop (collectively, our "System").

Market and Competition:

The market for your Franchised Business consists of the general public who seek various types of pizza and other food items. Our franchises are located in or adjacent to a major shopping mall, retail strip, shopping center, colleges/universities, food court or, in the alternative, in an urban storefront, range between 1,000 to 1,200 square feet.

The fast casual restaurant industry is highly competitive. You will compete with businesses, including national, regional and local businesses, offering products and services similar to those offered by your Franchised Business including other quick-serve restaurants, sit-down restaurants, and supermarkets and other establishments that offer prepared food for on- or off-premises consumption. There are many other fast casual food and beverage franchises, as well as independent businesses throughout the United States that may offer similar products and services to those offered by your Franchised Business. The market for our products and services may experience seasonal variations, and may be affected by economic conditions.

Industry Specific Regulations:

At all times during the operation of your Franchised Business, you must comply with all laws and regulations for proper food storage, preparation and service. You and your employees must obtain a ServSafe® Food Handler certification.

The U.S. Food and Drug Administration, the U.S. Department of Agriculture and state and local health departments administer and enforce laws and regulations that govern food preparation and serve and foodservice establishment sanitary conditions. State and local agencies inspect foodservice establishments to ensure that they comply with these laws and regulations. Some state and local authorities have adopted, or are considering adopting, laws or regulations that could affect: the content or make-up of food served at your Fox's Pizza Den outlet, such as the level of trans fat contained in a food item; general requirements or restrictions on advertising containing false or misleading claims, or health and nutrient claims on menus or otherwise, such as "low calorie" or "fat free"; and the posting of calorie and other nutritional information on menus.

You must comply with all local, state and federal laws and regulations that apply to the operation of your Franchised Business, including, among others, business operations, land use, insurance, discrimination, employment, health, sanitation and workplace safety laws. Your advertising of the Franchised Business is regulated by the Federal Trade Commission. There may be federal, state and local laws which affect your Franchised Business in addition to those listed here.

You should investigate whether there are any state or local regulations or requirements that may apply in the geographic area in which you intend to conduct business. You should consider both their effect on your business and the cost of compliance. You are responsible for obtaining all licenses and permits which may be required for your business.

ITEM 2: BUSINESS EXPERIENCE

James R. Fox III, President.

Mr. Fox has been involved with Fox's Pizza Den as the Vice Present since 1996 under the mentorship of his father, Mr. James Fox, Jr., the founder of the company. He serves as President

of Fox's Pizza Den, Inc and Fox's Pizza Distribution, Inc. since April 2022. He also serves as the President of Vicksburg Pizza Property, LLC since July 2023.

Adam Haupricht, Vice President.

Mr. Haupricht is our Vice President since 2023. Mr. Haupricht has been a Fox's Pizza Den franchise owner in the past. From 2015 to the present, he has served as Sales and Marketing Director of Fox's Pizza Den, Inc.

Beth Henriquez, Executive Director of Franchise Relations.

Mrs. Henriquez has been with Fox's Pizza Den from 2018 to the present, working closely with Mr. Fox and Mr. Haupricht to meet company objectives. She also oversees all franchisee contractual obligations.

Jacob Haupricht, Director of Franchise Sales.

Jake has worked with Fox's Pizza Den since 2009. He is a past franchise owner and has worked with us since 2014 to reach potential owners. In 2024, Jake began to identify development opportunities and sell stores to qualified new franchisees.

Michael Morocco, Director of Site Development.

Mike has been with Fox's Pizza Den since 2021. He began as a franchise owner from December 2021 to March 2023 and is now our Director of Site Development. Before joining our team, Mike was an Account Manager and Regional Key Account Manager at Hilti North America from June 2018 to April 2021. From July 2021 to June 2022, he was the Territory Sales Manager for Ritchie Bros. Mike was also the Project Manager for Tech2000 Woodworks, Inc. and territory sales manager for ENGCON North America from January 2023 to September 2024. Mike has an extensive background in construction project management.

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

We will charge you an initial franchise fee ("Initial Franchise Fee") when you sign the Franchise Agreement. The Initial Franchise Fee is Twenty Thousand Dollars ($20,000.00). This payment is fully earned by us and due in lump sum when you sign the Franchise Agreement. The Initial Franchise Fee is not refundable under any circumstance.

From time to time, we may offer special incentive programs as part of our franchise development activities. We reserve the right to offer, modify or withdraw any incentive program without giving notice to you.

Also, we will charge you an initial new store grand opening fee of Eight Thousand Dollars ($8,000) and a site consulting/project management fee of Eight Thousand Dollars ($8,000) both of which are payable before opening, upon signing of the agreement, in a single lump sum. The Initial New Store Grand Opening fee is fully earned at the time your retail store is opened and is non-refundable. The site-consulting fee is fully earned at the time your retail store is opened and is non-refundable. These fees are uniform.

Under limited circumstances, and on a case-by-case basis, we may waive one or more of the franchise fee, training fee, site-consulting fee, or royalty fee. For example, if an existing Fox's franchisee is opening an additional Fox's retail pizza store, we may not require payment of a training fee from that existing franchisee.

From time to time, we may offer special incentive programs as part of our franchise development activities. We reserve the right to offer, modify or withdraw any incentive program without notice to you. We currently offer a ten percent (50%) discount of the initial franchise fee to active members and honorably discharged veterans of the U.S. Armed Forces, with at least 51% ownership within the Franchise.

We also offer to first responders, with at least 51% ownership within the Franchise and three or more years of service (firefighters/Paramedics/law Enforcement Officers/Other positions as determined), a discount of Five Thousand Dollars ($5,000) off of the Initial Franchise Fee.

ITEM 6: OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Continuing Royalty Fee of $30,000 over 5 years	$500 per month	Payable monthly by the 10th day of each month.	Payable to us. Secured by a 5-year, non-interest-bearing promissory note. See footnote 1.
Renewal Fee	Currently $0.	Upon renewal	Payable to us in the event your franchise is renewed. See footnote 2.
Local Advertising	Currently not assessed	As incurred	Payable to third party suppliers. See footnote 3.
Brand Fund	Currently not assessed	Payable together with the Royalty Fee	You must contribute when we establish the Brand Fund. The Brand Fund is described in Item 11.
Regional and National Advertising Cooperative	Currently not assessed	As determined by cooperative	No cooperatives have been established as of the date of this Disclosure Document. You are required to join an advertising cooperative if one is formed. Cooperatives will be comprised of all franchised Fox's Pizza Den outlets in a

Type of Fee	Amount	Due Date	Remarks
			designated geographic area. Any affiliate-owned outlets may participate in an advertising cooperative, in our sole discretion.
Late Charge	5% of amount past due	As incurred	If you fail to pay us the Continuing Royalty Fee when due, we may charge you 5% of the amount payable.
Overdue Amounts Interest Charge	18% per annum from due date, or maximum allowed by law.	As incurred	If you fail to pay us any amount when due, we may charge you interest on the unpaid balance until the payment is received.
Non-Sufficient Funds Fee	$50 per violation	As incurred	If your check is returned or an electronic funds transfer from your bank account is denied for insufficient funds, for each occurrence we may charge you an Non-sufficient Funds Fee.
Additional Training Fee	$500 per person per day plus costs of travel, room and board	As incurred.	Payable to us. See footnote 4.
Transfer Fee	$3,000 for transfer to a new franchisee. $1,000 for transfer to an existing franchisee	Payable prior to the transfer of your Franchise Business to another franchisee.	Payable to us If you sell your Franchised Business to another franchisee. See footnote 5.
Interim Management Support Fee	Our then-current per diem rate for on-site management, plus expenses. Our current rate is 20% of Gross Sales, plus travel and other expenses.	As incurred.	We may impose this fee (in addition to all regularly occurring fees such as the Continuing Royalty Fee), payable to us, if we provide on-site management of your Franchised Business. See footnote 6.
Examination of Books and Records	Costs of examination plus related expenses.	As incurred.	We have the right under the Franchise Agreement to examine your books, records and tax returns pertaining to the Franchised Business. If an examination reveals that you have understated any

Type of Fee	Amount	Due Date	Remarks
			Gross Sales report by two percent (2%) or more, you must pay to us the cost of the audit and all travel and related expenses, in addition to repaying monies owed and interest on the monies owed.
Testing or Supplier Approval Fee	Our costs and expenses of inspection and testing of a proposed item or vendor.	As incurred.	Payable to us.
Audit and Quality Review Services	Actual Costs	As incurred	Payable to third-party providers. See footnote 7.
Non-Compliance Fee	$500 per incident.	As incurred	Payable to us if you are not in compliance with any terms of the franchise agreement or operations manual. See footnote 8.
POS/Software/Applications Fees	Up to $1,000 annually	As incurred.	You must pay any and all regularly recurring fees for software and applications license and access fees, help desk fees, or user-based fees for a franchise portal or a benchmarking platform. Payable to third-party providers.
Indemnification	Amount of loss or damages plus costs	As incurred.	See footnote 9.
Reimbursement of Cost and Expenses for Non-compliance	Actual costs and expenses, plus additional 10% administrative fee.	As incurred.	See footnote 10.
Reimbursement of legal fees and expenses	Our costs and expenses, including but not limited to attorneys' fees, incurred for your failure to pay amounts when due or failure to comply in any way with the Franchise Agreement.	As incurred	Payable to us.
Technology Fee	Currently $0	As we determine	We reserve the right to impose a fee for new or

Type of Fee	Amount	Due Date	Remarks
			improved technology for the benefit of the System and the Franchised Business, including but not limited to, assigned phone numbers and email addresses, a franchise portal, benchmarking platform or other operations or communications systems.
Insurance Reimbursement	Amount paid by us for your insurance obligations plus additional 10% administrative fee.	As incurred	You must reimburse us for any insurance costs and other fees we incur due to your failure to meet the insurance obligations required by the Franchise Agreement.
Taxes	Amount of taxes	When incurred.	You must reimburse us for any taxes that we must pay to any taxing authority on account of either the operation of your Franchised Business or payments that you make to us, including, but not limited to any sales taxes or income taxes imposed by any authority.

All fees and expenses described in this Item 6 are nonrefundable and are uniformly imposed. Except as otherwise indicated in the preceding chart, we impose all fees and expenses listed and you must pay them to us.

[1] You must pay us a Continuing Royalty Fee throughout the entire term of the franchise in the amount of $500 per month. The royalty fee for the term of the franchise is secured by a non-interest-bearing promissory note for the total royalty due, payable in equal monthly installments (Attachment 10 of the Franchise Agreement). Upon renewal of the Franchise for any reason, the Continuing Royalty Fee will automatically increase to $600 per month. The continuing royalty payments are due and payable by the 10th day of each month. A late charge for past due payments in the amount of 5% of any past due amount will be added to your account, and the same will be due and payable upon receipt of notice. An event of default shall occur if you fail to pay 3 monthly payments. If such a default occurs, you shall owe interest on the balance of the note at the rate of six percent per annum, until the full amount of the note has been paid. The continuing fee payments are non-refundable, and are not collected on behalf of, nor paid to any third party. This fee is uniformly imposed.

[2] We reserve the right to impose a renewal fee.

[3] If established, you must spend this annually on advertising for the Restaurant. Upon our request, you must furnish us with a quarterly report and documentation of local advertising expenditures during

the previous calendar quarter. You may not use social media platforms, such as Facebook, Twitter, LinkedIn, Instagram, blogs or other networking and sharing websites, unless you first receive our written approval to do so and such use is in strict accordance with our requirements.

[4] We may offer or require additional training at a $500 a day rate, plus meals, lodging, travel, and airfare. You are responsible for any and all incidental expenses incurred by you and your personnel in connection with the additional training, including, without limitation, the cost of travel, lodging, meals, and wages. We reserve the right to impose a reasonable fee for all additional training programs, including the national franchisee meeting or franchise convention.

All transfers will require training at no cost to the owner. Existing franchisees will be given a one-day refresher training upon opening a new store. New owners will be given three days of training in their stores. You are also responsible for any and all incidental expenses incurred by you and your personnel in connection with additional training, including, without limitation, costs of travel, lodging, meals and wages.

[5] As a condition to any transfer or sale, you must satisfy all existing obligations to us, including the training costs incurred by us as a result of the transfer, but not less than a $3,000 transfer administrative fee.

[6] In the event of your death or disability, your default of the Franchise Agreement, absence of a qualified general manager, or other reasons, in our sole discretion, we may provide interim on-site management of your Franchise Business.

[7] We reserve the right in the Franchise Agreement to establish quality assurance programs conducted by third-party providers, such as, by way of example only, mystery shop programs and periodic quality audits, to monitor the operations of your Franchised Business. If we require it, you must subscribe and pay the fees for any such program.

[8] You may be charged a noncompliance fee by us in the amount of $500 if you violate our System standards.

[9] You must indemnify and hold us, our affiliates, and all of our respective officers, directors, agents and employees harmless from and against any and all claims, losses, costs, expenses, liability and damages arising directly or indirectly from, as a result of, or in connection with your business operations under the Franchise Agreement, as well as the costs, including attorneys' fees, of defending against them.

[10] In our sole discretion, we may correct any deficiency in the Franchised Business and/or your operation of the Franchised Business or take steps to modify, alter or de-identify the Franchised Business location upon the termination or expiration of the Franchise Agreement, if you fail to do so. You will reimburse us for our costs and expenses incurred to correct any deficiency or to modify, alter or de-identify the Franchised Business location.

ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Initial Franchise Fee	$20,000	Lump sum payment in cash or available funds.	Upon signing the Franchise Agreement.	Us
Initial New Store Grand Opening fee[1]	$8,000	Lump sum	Upon execution of Franchise Agreement.	Us
Site Consulting/Project Management Fee[2]	$8,000	Lump sum	Upon execution of Franchise Agreement.	Us
Lease & Utilities deposits[3]	$1,000 - $7,000	As required by landlord & utility providers	As required by landlord & utility providers	Landlord, Utility providers
Leasehold Improvements, Construction and/or Remodeling[4]	$25,000 - $150,000	As required by supplier, contractor or landlord	Before opening, as required by supplier.	Suppliers, Approved Contractors, Approved Architects and/or Landlord
Furniture, Fixtures and Equipment[5]	$40,000 - $135,000	As required by supplier	Before opening	Suppliers
Real Estate/Rent[6]	$2,000 - $7,000	As required by landlord.	Before opening	Landlord
Signage[7]	$3,500 - $15,000	As incurred	Before opening	Suppliers
Business Licenses and Permits[8]	$3,000 - $15,000	As required by local, state and government agencies	Before opening, as required by government agencies	Government Agencies
Initial Inventory[9]	$11,000 - $25,000	As required by suppliers	Before opening	Suppliers
Advertising [10]	$1,500 - $4,500	As required by supplier	As required by supplier	Suppliers
Computer System	$850 - $1,500	As required by supplier	As required by supplier	Designated Supplier
Insurance[11]	$2,750 - $3,500	As required by insurer	Before opening	Insurer
Additional Funds– 3 months[12]	$10,000 – 25,000	As incurred	Payroll weekly, other purchases	Employees, utilities, suppliers, etc.

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
TOTAL	$136,600 - $424,500			

[1] The training fee is fully earned at the time your retail store is opened and is non-refundable.

[2] Site Consulting/Project Management Fee - This fee of $8,000 reimburses us for assistance with the selection and development of the franchised retail store location and reimburses us for expenses related to (1) visits to proposed sites and/or review of site plans for proposed sites; (2) review and work on the layout of the franchised unit; (3) time spent in placing opening inventory food orders; (4) time spent advising you throughout the build-out phase of the franchised unit, whether over the phone or via an actual visit to the proposed site; (5) hotel and travel-related expenses of our team members; and (6) architect, planning, budgeting, overseeing construction, travel and hotel expenses for our team constructing a new store. This fee is only required for new buildout locations and (7) any extra costs incurred by us helping you to get your franchised unit open..

[3] This estimate represents a one (1) to three (3) month deposit of rent and utilities deposits for a 1,000 to 1,200 square foot location. This estimate is based on our years of experience since 1971. Rental rates may be more or less than this range depending on the location of your Franchised Business. In certain real estate markets, rents may be three times higher or more than the rents on which the estimates in the above table are based. You may also incur real estate broker fees, additional prepayments (e.g., first and/or last month's rent), common area maintenance (CAM) fees, real estate taxes and insurance costs, advertising or promotional fund fees or other costs, depending on the terms of your lease. Pre-paid rent is generally non-refundable while security or other deposits may be refundable either in full or in part depending upon your lease or rental contract. Utility providers set the amounts of the utility deposits. A credit check may be required by the issuing utility company prior to the initiation of services, or a higher deposit required for first time customers. These costs will vary depending on the type of services required for the facility and the municipality or utility provider from which they are being contracted. We have based our estimate on the experiences of our affiliates. The figures in the chart include deposits that may be refundable to you at a later time. In most cases, your lease will require you to pay electric, gas, water, and other utilities directly; however, some landlords cover some utility charges through operating fees.

[4] This estimate is for the costs for improvements to your Franchised Business location without a tenant improvement allowance from the landlord. We have based our estimates on the historical experience of our affiliates. These estimates are applicable to a site which has been obtained in the "vanilla box" stage, which refers to an interior condition with existing heating/cooling with delivery systems, electrical switches and outlets, a finished ceiling, walls that are prepped for painting and a concrete slab floor. We do not anticipate that you will need the services of a designer or engineer. If your landlord or municipality where your Franchised Business is located requires these services, your leasehold improve costs will be higher.

[5] The furniture, fixtures and equipment required for your Franchised Business including kitchen equipment, at-counter equipment, refrigerators, menu display, initial image enhancement décor items, tables, chairs, and any other equipment that we require in the operation of the Franchised Business. You have 3 suggested equipment packages which are subject to change based upon

our experience in other retail stores. This equipment is available from most restaurant supply companies.

[6] Our franchisees typically lease the business premises making rental payments monthly. Minimum space requirements range from 1,000 to 1,200 square feet. Larger premises will permit greater table space accommodation. Under current real estate market conditions, rentals range widely according to location factors such as highway access, density of surrounding population, age and condition of the premises, whether the building is free-standing or in a shopping center, and general local economic conditions. All of these factors exist in a state as highly divergent economically as this state and therefore no generally applicable rental rate prevalent in its many trading areas and sales markets can reliably be estimated by us. In rural or in economically depressed locations, monthly rentals may range as low as $500 to $750 monthly for suitable rental premises; whereas comparable premises in high traffic and density areas located within affluent trade markets may be rented for as much as four times higher.

[7] This estimate is for the cost to produce and mount storefront signage on the exterior of the premises. You may secure signage from the vendor of your choice so long as the signage conforms to our requirements

[8] This is an estimate of the costs of building permits, sign permits and a certificate of occupancy for your premises. Not all locations will require all of these permits, depending on the prior use of the premises and the requirements of local ordinances. This estimate also includes the cost of a local business license. The costs of permits and licenses will vary by location. If you are operating a retail center outlet, and we permit you to offer alcoholic beverages at your Franchised Business, the high end of this estimate includes the costs of required licenses to permit sales, service and consumption of alcohol at your Franchised Business location.

[9] This estimate is for the cost of the initial inventory sufficient for approximately 1-2 months of operation. Your initial inventory will include food and beverage products, paper and plastic products, containers, accessories, merchandise, uniforms and other products utilized in the operation of the store.

[10] During the opening of the Franchised Business, franchisees typically spend between $1,500 to $4,500 on local advertising and promotional activities during the opening phase. You are not required to make a minimum expenditure on local advertising; however, we reserve the right to impose such minimum expenditure. You may elect to expend additional amounts to conduct a larger, more elaborate grand opening event. The table includes the cost of promotional materials.

[11] You must purchase the amounts and types of insurance as required by our Confidential Operations Manual from time to time (see Item 8). Factors that affect your cost of insurance include the size and location of the Franchised Business, value of the improvements, number of employees and other factors. The amounts you pay for insurance are typically non-refundable. You should inquire about the cancellation and refund policy of the insurance carrier or agent at or before the time of purchase. The amount of insurance requirement is also affected by lease requirements.

[12] This is an estimate of the amount of additional funds that you may need to operate your Franchised Business during the first three (3) months after commencing operations. This estimate includes such items as rent, utilities, internet service, initial payroll and payroll taxes, Royalties (as described in this disclosure document), Marketing Fund Contributions, repairs and maintenance, bank charges, miscellaneous supplies and equipment, initial staff recruiting expenses, and other

miscellaneous items. These estimates do not include any compensation to you, nor do they include debt service.

We have relied on our years of experience since 1971 to compile these estimates.

We do not offer financing for any part of the initial investment.

All fees and payments are non-refundable, unless otherwise stated or permitted by payee.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We have identified various suppliers, distributors and manufacturers of equipment, fixtures, furnishings, ingredients, supplies and services that your Franchised Business must use or provide, which meets our standards and requirements. You must purchase all equipment, fixtures, furnishings, ingredients, supplies and services, including computer systems and certain software, from our designated suppliers and contractors or in accordance with our specifications. We maintain written lists of approved items of equipment, fixtures, furnishings, ingredients, supplies and services (by brand name and/or by standards and specifications) and a list of designated suppliers and contractors for those items. We will update these lists periodically and issue the updated lists to all franchisees.

Before you open for business, you must purchase and maintain at your sole cost and expense the insurance coverage that we specify. This includes comprehensive general liability insurance, including public liability, personal injury, advertising injury, and products liability with a combined single limit of at least $1 million per occurrence and $2 million aggregate; property and casualty insurance in the amount required to cover the full replacement value of your leasehold improvements, equipment, furniture, fixtures and inventory; business interruption insurance to cover payments to us of Royalties during the period of business interruption; and worker's compensation coverage in the limits required by the state in which the Franchised Business is located and operated. You must have the general liability policy endorsed by naming Fox's Pizza Den, Inc. as an "Additional Insured," with a thirty-day notice of cancellation or non-renewal. You must have the general liability policy endorsed by naming Fox's Pizza Den, Inc. as an "Additional Insured," with a thirty-day notice of cancellation or non-renewal. If you are operating a vehicle on behalf of your Franchised Business, you are required to purchase automobile liability insurance with coverage for bodily injury and property damage, and third-party delivery operations, of at least $1 million, or greater if required by state law. Each policy must be written by a responsible carrier or carriers acceptable to us and must name us and our respective officers, directors, partners, agents and employees as additional insured parties, as their interests may appear. Insurance costs and requirements may vary widely in different localities. The estimate is for the first quarterly premium for required minimum insurance coverage. We reserve the right to require additional types of insurance and coverage as provided in the Franchise Agreement. We also reserve the right to designate an approved insurance provider, and if we do, or if we incorporate a group insurance, you agree to use Franchisor's approved insurance provider.

We approve suppliers after careful review of the quality of the products they provide to us and our franchisees. If you would like us to consider another item or supplier, you must make such request in writing to us and have the supplier give us samples of its product or service and such other information that we may require. If the item and/or supplier meets our specifications, as we determine in our sole discretion, we will approve it as an additional item or supplier. We will make a good-faith effort to notify you whether we approve or disapprove of the proposed item or supplier within 30 days after we receive all required information to evaluate the product or service. If we do not approve any request within 30 days, it is deemed unapproved. We reserve the right to revoke approval of any item

or supplier that does not continue to meet our then-current standards. Our criteria for approving items and suppliers are not available to you. If you request that we approve a proposed item or supplier, we may charge for our actual costs of product testing and evaluation.

We maintain written lists of approved items of equipment, fixtures, inventory and services (by brand name and/or by standards and specifications) and a list of designated suppliers and contractors for those items. We update these lists periodically and issue the updated lists to all franchisees. We are not currently, but reserve the right to be in the future, the designated supplier for proprietary marinades and sauces.

You must purchase proprietary ingredients for pizza and other menu items from our affiliate, Fox's Pizza Distribution, Inc. You must also purchase our branded clothing items for employee uniforms from our approved supplier. Our President, James Fox, has an ownership interest in Fox's Pizza Distribution, Inc. Other than the foregoing, neither we nor any of our affiliates is the sole approved or designated supplier for any product, good or service that you are required to purchase for the operation of your Franchised Business.

From time to time, we may negotiate purchase arrangements, including price terms, with designated and approved suppliers on behalf of all franchisees. No franchisor officer owns an interest in any supplier. We received revenue from franchisee purchases and leases. In the fiscal year ending June 30, 2025, we received $379,100.40 in revenue from other franchisee purchases from our Pepsi products suppliers.

We estimate that your purchase or lease of products, supplies and services from approved suppliers (or those which meet our specifications) will represent approximately 50% - 60% of your costs to establish your Franchised Business and approximately 30% - 40% of your costs for ongoing operation.

Currently, there are no purchasing or distribution cooperatives. However, we can require that you make your purchases through a cooperative if one is formed.

Although we do not do so currently, we may in the future negotiate purchase arrangements, including price terms, with designated and approved suppliers on behalf of all franchisees.

We provide no material benefits (such as the grant of additional franchises) based on your use of designated sources; however, failure to use approved items or designated suppliers and contractors may be a default under the Franchise Agreement. Additionally, when there is any default under the Franchise Agreement, we reserve the right, in addition to other remedies available under the Franchise Agreement, to direct suppliers to withhold furnishing products and services to you.

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 or Article in Franchise Agreement	Item in Franchise Disclosure Document
a. Site Selection and Acquisition/Lease	3.1- 3.2	11
b. Pre-Opening Purchase/Leases	3.1, 7.5, 9.1, 9.2,	7, 11
c. Site Development & other Pre-Opening Requirements	3	11
d. Initial and Ongoing Training	Article 7	11
e. Opening	8.2.3, 8.3	11
f. Fees	5.2.7, Article 6, 12.3.7, 12.6, 15.6, 16.4, 18.1.4, 18.1.5	5, 6, 7
g. Compliance with Standards and Policies/Operating Manual	6.7, Article 9, 12.1, 19.1.1	8, 11
h. Trademarks and Proprietary Information	9.4, 12.1.8, Article 14, 19.2, 19.3, 19.4, 19.5	13, 14
i. Restrictions on Products/Services Offered	12.1.1, 12.1.2, 12.1.5, 12.7	8
j. Warranty and Customer Service Requirements	Not Applicable	Not Applicable
k. Territorial Development and Sales Quotas	13.2	12
l. Ongoing Product/Service Purchases	12.1.4, 12.3.5	8
m. Maintenance, Appearance and Remodeling Requirements	Article 9, 12.1.3, 12.1.6, 12.1.10	Item 11
n. Insurance	Article 15	7
o. Advertising	12.1.10, Article 13	6, 11
p. Indemnification	15.6, 16.3.6, 21.1	14
q. Owner's Participation, Management, Staffing	11.1, 11.3, 12.1.7	11, 15

Obligation	Section or Article in Franchise Agreement	Item in Franchise Disclosure Document
r. Records /Reports	12.2	6
s. Inspections and Audits	9.2, 12.1.8, 12.2.2	6, 11
t. Transfer	Article 16	17
u. Renewal	Article 5	17
v. Post-Termination Obligations	Article 18	17
w. Non-Competition Covenants	19.5	17
x. Dispute Resolution	Article 20	17
y. Spousal Guaranty	11.3, Attachment 7	15

ITEM 10: FINANCING

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

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

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

1. Pre-Opening Obligations

Before you open your Franchised Business, we will:

a. provide you with site selection guidelines and approve a location for your Franchised Business. Within thirty (30) days of signing the Franchise Agreement, you must submit a written request for approval to us describing the proposed location and providing other information about the site that we reasonably request. We will respond within fifteen (15) business days, either approving or rejecting the proposed location. We consider the following factors in approving a site: general location and neighborhood, distance from neighboring franchise territories, proximity to major roads and residential areas, traffic patterns, condition of premises, tenant mix, and demographic characteristics of the area, and lease terms. If you do not identify a site that meets our approval within sixty (60) days of signing the Franchise Agreement, we reserve the right to terminate the Franchise Agreement. The initial franchise fee is non-refundable. We will not own and/or lease a site to you. You are responsible for negotiating a purchase or lease with the owner of a site we approve. (Franchise Agreement, Sections 8.1.2, 8.1.3,10.1).

b. provide you with prototypical plans and specifications for the layout, design, appearance, and signage for your Fox's Pizza Den outlet. You, your architect and your contractor are required

to adapt our prototypical plans and specifications for the construction of your premises and obtain permits. We do not adapt plans or obtain permits for you. Your architect and contractor must be approved by us. (Franchise Agreement, Sections 8.2.1, 10.2).

c. loan to you the Fox's Pizza Den Operations Manual and other manuals and training aids we designate for use in the operation of your Fox's Pizza Den Franchise, as they may be revised from time to time (Franchise Agreement, Section 10.3).

d. provide a written list of equipment, fixtures, furnishings, signage, supplies and products that will be required to open the Franchised Business. We and our affiliates do not deliver or install any of these items (Franchise Agreement, Section 10.5).

e. recommend minimum and maximum prices for products and services at your Fox's Pizza Den Franchise (Franchise Agreement, Section 12.5).

f. provide you with initial training at an affiliate or franchised owned outlet. We will determine, in our sole discretion, whether you satisfactorily complete the initial training. (Franchise Agreement, Sections 7.1, 7.2).

g. provide you with standards for qualifications and training of your employees. We do not otherwise assist you with employee hiring and training (Franchise Agreement, Section 12.1.6).

h. provide a trainer at your premises for on-site training, supervision and assistance for up to five (5) days during the opening of your Franchised Business (Franchise Agreement, Section 7.3)

Time to Open

We estimate the typical length of time between the signing of the Franchise Agreement and the time you open your Fox's Pizza Den outlet is one hundred twenty (120) days. Factors that may affect this time period include your ability to acquire a site, financing, zoning or other permits; compliance with local ordinances and restrictions; shortages for construction; delivery and installation of fixtures, signs and equipment, and completion of required training. If you have not opened your Franchised Business within one hundred eighty (180) days after you sign the Franchise Agreement, you must obtain our consent to extend the time to open, which we may or may not grant, at our discretion. Failure to open your Franchised Business within the original time as extended is a default of the Franchise Agreement. (Franchise Agreement, Section 8.1.2, 8.1.3, 8.1.4, 8.3 and 8.4). The initial franchise fee is non-refundable.

3. **Obligations After Opening**

During the operation of your franchise, we will:

a. offer from time to time, in our discretion, mandatory or optional additional training programs. If we require it, you must attend mandatory additional training offered by us for up to five (5) days each year at a location we designate and attend an annual business meeting or franchisee conference for up to five (5) days each year at the location we designate. Failure to attend mandatory additional training or an annual business meeting or conference is a default of the Franchise Agreement. We reserve the right to impose a reasonable fee for tuition and/or attendance for all additional training programs, including the annual business meeting or conference. You must also pay your transportation, lodging, meals and other expenses to attend any mandatory training program. If you fail to attend any mandatory training program,

you are required to obtain the training at a location we designate, at your sole cost, which includes tuition at the then-current rate, plus all of your travel costs and our trainer's travel costs. (Franchise Agreement, Section 7.4).

b. upon your request, or as we determine to be appropriate, provide remedial on-site training and assistance at your premises. For any on-site remedial training, you must reimburse all costs for the services of our trainer, including but not limited to the trainer's then-current per diem fee and all travel-related expenses, such as transportation, meals and lodging (Franchise Agreement,

c. upon your request, provide individualized assistance to you within reasonable limits by telephone, fax, electronic mail or postage service, subject at all times to availability of our personnel and in reasonable limits (Franchise Agreement, Section 7.5).

d. from time to time, as may become available, provide you with samples or digital artwork, advertising and promotional materials (Franchise Agreement, Section 10.6).

e. conduct inspections of your Franchised Business, at the frequency and duration that we deem advisable. Such inspections include evaluating your products, service and premises to ensure that they meet our standards (Franchise Agreement, Section 10.4).

f. provide you with any written specifications for required equipment, fixtures, products and services and provide you with updated lists of any approved suppliers of these items (Franchise Agreement, Section 10.7).

g. recommend maximum prices for products and services at your Fox's Pizza Den outlet (Franchise Agreement, Section 12.5).

h. approve or disapprove of all advertising, direct mail, and other promotional material and campaigns you propose in writing to us. We will respond within five (5) business days, either accepting or rejecting the proposed material and/or campaign; however, if we do not respond within five (5) business days, the proposed material and/or campaign is deemed "disapproved". (Franchise Agreement, Section 13.5).

4. **Advertising**

Local Advertising (Franchise Agreement, Sections 13.2 and 13.5)

You are not presently required to, however, we encourage you to spend up to 1% of Gross Sales annually on Local Advertising of your Franchise. We reserve the right to require corporate approved advertising at our discretion if we determine you, are an underperforming store. Upon our request, you must furnish us with a quarterly report and documentation of local advertising expenditure during the previous calendar quarter.

You may develop advertising materials for your own use at your own cost, and you may use marketing materials that we may offer to you from time to time. You may not use any advertising or marketing materials, including press releases, unless they have been approved in advance in writing by us, which approval may be withheld in our discretion. We will respond to your request for approval within five (5) business days; however, if we do not respond within five (5) business days, the proposed advertising or marketing material is deemed "disapproved".

You will at no time advertise anything other than Fox's proprietary items. Only Fox's food, corporate partnerships and local sponsorships of Fox's products are allowed to be promoted in any advertising or promotion. Politics, other businesses, personal interests, or any non-Fox food items are prohibited from being advertised under Fox's Pizza Den name.

We do not provide for placement of local advertising on your behalf, and we have no obligation to spend any amount on advertising in your area or territory. You are responsible for local advertising placement. You must list the Franchised Business in local business directories, including, but not limited to, listings on Internet search engines. If feasible, you may do cooperative advertising with other Fox's Pizza Den franchisees in your area, with our prior written approval. You may not maintain any business profile on Facebook, Twitter, LinkedIn, YouTube or any other social media and/or networking site without our prior written approval.

Brand Fund: (Franchise Agreement, Section 13.3)

We reserve the right to establish and administer a Brand Fund (the "Brand Fund") to advertise the System and the products offered by Fox's Pizza Den Inc. Restaurants on a local, regional or national basis. When we do establish the Brand Fund, you must contribute to the Brand Fund 1.5% of the Gross Sales of the Restaurant each week, to be paid in the same manner as the royalty payments. For the fiscal year ending December 31, 2024, the Brand Fund had not created. Since the Brand Fund has not yet been established, no monies have been spent by the Brand Fund.

The Brand Fund is maintained and administered by us, or our designee as follows:

1. We direct all advertising programs and have sole discretion to approve the creative concepts, materials and media used in the programs and their placement and allocation. The Brand improves the collective success of all Restaurants operating under the System. We may use monies from the Brand Fund to support our website, to present refresher training programs or to present an annual meeting of our franchisees. Any Restaurants operated by us, or our affiliates will contribute to the Brand Fund generally on the same basis as you. In administering the Brand Fund, we and our designees are not required to make expenditures for you that are equivalent or proportionate to your contribution or to make sure that any particular franchisee benefits directly or pro rata from the placement of advertising.

2. The Brand Fund may be used to satisfy the costs of maintaining, administering, directing and preparing advertising, including the cost of preparing and conducting television, radio, magazine and newspaper advertising campaigns; direct mail and outdoor billboard advertising; public relations activities; employing advertising agencies; development and maintenance of our Website; and costs of our personnel and other departmental costs for advertising that we administer or prepare internally. All the sums you pay to the Brand Fund will be maintained in a separate account. We may reimburse ourselves out of the Brand Fund for our reasonable administrative costs and expenses that we may incur in the administration or direction of the Brand Fund and advertising programs for you and the System. The Brand Fund and its earnings will not otherwise benefit us. The Brand Fund operates solely as a conduit for collecting and expending the advertising fees as outlined above. Any sums paid to the Brand Fund that are not spent in the year they are collected will be carried over to the following year.

3. We will prepare an annual statement of the operations of the Brand Fund that will be made available to you if you request it. We are not required to have the Brand Fund statements audited.

4. Although the Brand Fund is intended to be perpetual, we may terminate the Brand Fund at any time. The Brand Fund will not be terminated until all monies in the Brand Fund have been spent for advertising or promotional purposes or returned to contributors on a pro rata basis. If we terminate the Brand Fund, we have the right to reinstate it at any time and you must again contribute to the Brand Fund.

We currently advertise the Restaurants and the products offered by the Restaurants primarily using point of purchase advertising materials, direct mail, electronic and internet marketing, public relations and promotions, and print media. As the number of Restaurants in the System expands, we envision using other forms of media, including television, radio, internet, magazine and newspaper advertising campaigns, and direct mail and outdoor billboard advertising. The majority of our advertising is developed by members of our staff or third-party consultants, such as advertising agencies.

No money from the Brand Fund will be used for advertising that is primarily a solicitation of franchise sales.

Regional Advertising (Franchise Agreement, Section 13.3)

Currently, our System has no regional advertising fund or cooperative. However, we may decide to establish a regional fund or cooperative in the future and your participation may be mandatory, in our sole discretion. The cooperative will determine who will administer the cooperative. A regional cooperative will be comprised of all franchised Fox's Pizza Den outlets in a designated geographic area. Our affiliate-owned outlets may participate in a regional cooperation, in our sole discretion. Each Fox's Pizza Den outlet will have one vote in the cooperative. However, no cooperative will be formed or maintained that will result in our affiliate-owned outlets having a controlling voting power. We will determine in advance how each cooperative will be organized and governed. We have the right to form, dissolve, merge or change the structure of the cooperatives. If a cooperative is established during the term of your Franchise Agreement, you must sign all documents we request and become a member of the cooperative according to the terms of the documents. The governing documents written will be available for review by you. Cooperatives need not prepare annual or periodic financial statements, but if they are prepared, they may be reviewed by you. There are no current cooperative documents available for you to review.

If we establish a regional advertising fund or cooperative, each Fox's Pizza Den outlet, whether franchise-owned or affiliate-owned, must contribute amounts equal to each outlet's pro-rata share of cooperative advertising costs. Your contributions to a regional advertising fund or cooperative will be in addition to your required contributions to the Brand Fund and required expenditures for local advertising.

Advertising Council (Franchise Agreement, Section 9.6)

We do not have an advertising council composed of franchisees that advise us on advertising policies. The Franchise Agreement gives us the right, on our discretion, to create a franchisee advisory council to communicate ideas, including proposed advertising policies. If created, we will determine in advance how franchisees are selected by the council, which may include factors such as a franchisee's level of success, superior performance and outlet profitability. We reserve the right to change or dissolve the council at any time.

5. **Computer Systems** (Franchise Agreement, Section 12.3)

You must purchase the hardware, software, system tools and processes as stated in the Operations Manual. Currently, you are required to purchase or lease your computer system from ArrowPOS and the equipment and credit card processing from Shift4. The specifications for the approved point of sale supplier are found in the Operations Manual. Most locations will need three terminals. The computer system functions include restaurant operations, financial and operating metrics reporting, customer address and order history, credit card authorizations, payroll and labor management, inventory management, and purchasing controls and systems.

The computer system is designed to enable us to have immediate access to the information monitored by the system, and there is no contractual limitation on our access or use of the information we obtain. You must install and maintain equipment and a high-speed telecommunication line with a static IP address (such as T-1, DSL or cable modem) according to our specifications to permit us to access the computer system at your location as described above. This will permit us to inspect and monitor electronically information concerning your Gross Sales and any other information that may be contained or stored in the equipment and software. You must make sure that we have access at the times and in the manner we specify.

We may in the future modify or establish other sales reporting systems as we deem appropriate for the accurate and expeditious reporting of Gross Sales and delivery of our products and services. You must fully cooperate in implementing any such modifications at your expense. The current approximate costs of the required hardware and software is $850 to $1,500.

We have no obligation to maintain, repair, update or upgrade your computer and software. At your cost, you must provide on-going maintenance and repairs to your computer and software. You must upgrade your computer hardware and software as necessary to operate the most current version of the POS System or any replacements thereto. We estimate the cost of maintaining, updating and upgrading your computer hardware and software is approximately $2,000 per year, which may be affected by the make and model of your computer, required upgrades to operate our current management and payment processing applications, repair history, usage, local cost of computer maintenance services in your area and technological advances that we cannot predict.

6. **Table of Contents of Operations Manual**

The Table of Contents of our Fox's Pizza Den Operations Manual, current as of the date of this Disclosure Document is attached as Exhibit D. The Operations Manual has approximately 17 pages.

7. **Training** (Franchise Agreement, Article 7)

You must complete our Initial Management Training Program, to our satisfaction, at least 2 weeks (but no more than 12 weeks) before opening your Franchised Business. Our training program is conducted at your unit or at another location we specify. Training is generally for a period of 10 hours per day for 7 days, involves all personnel then in your employ, and consists of in-store actual supervised instruction in all aspects of operating a Fox's Pizza Den according to our approved and prescribed methods in the Fox's Operations Manual. Training is structured to include making and selling products, controlling inventory, purchasing, advertising, customer relations, personnel hiring, administration, record-keeping, and general management. Training is mandatory for you or your approved designated manager. All other employed personnel of the franchised unit are encouraged and are offered training at the same time, but it is not mandatory under the Franchise Agreement.

Fox's, at times, uses current or former franchisee owners of Fox's Pizza Den restaurants as instructors for training new owners. The extent of training given in each subject area is determined by the instructor conducting the training and is based upon the experience of each franchisee.

The charge for the training program, as previously disclosed in Items 5, 6 and 7 of this Disclosure Document, is $8,000.00. Any of your personnel expenses associated with attending the training program are fully and solely your responsibility.

We do not typically require additional training. However, under the Franchise Agreement, we reserve the right to acquire additional training to assist you in the operation of your franchise. Additional training costs are $500 per day per trainer plus travel, room, and board.

TRAINING PROGRAM

(1) SUBJECT	(2) HOURS OF CLASS ROOM TRAINING	(3) HOURS OF ON-THE-JOB TRAINING	(4) LOCATION
Making and selling product; controlling inventory; purchasing; advertising; customer relations; personnel hiring; administration; record keeping; general management.	0	70	At your retail store

Training is held at your Franchised Location prior to opening. Training will be provided by or under the direction of Adam Haupricht. Adam Haupricht has been a former franchisee and has over 12 years' experience training store owners.

If you or your general manager does not complete our Initial Management Training Program to our satisfaction, at least 2 weeks (but no more than 12 weeks) before opening your Franchised Business, we reserve the right to terminate the Franchise Agreement; however, we may allow you to repeat the Initial Management Training Program at an additional fee of $500 per day per trainer. We also reserve the right to charge a reasonable fee to provide initial training to any manager you appoint, with our approval, after the initial opening of your Franchised Business. Our current fee to provide initial training for any replacement manager is $500 per day per trainer. You must also pay your manager's travel and personal expenses.

We may conduct mandatory or optional additional training programs, including an annual conference or national business meeting. If we require it, you must attend mandatory training programs that we offer for up to five (5) days each year, and an annual conference or national business meeting for up to five (5) days each year, at a location we designate. Failure to attend mandatory training, including an annual conference or business meeting is a default under the Franchise Agreement. We reserve the right to impose a reasonable fee, as yet to be determined, for tuition and/or attendance for all additional training programs, including the annual business meeting or conference. You must also pay your transportation, lodging, meals and other expenses to attend any mandatory training

program. If you fail to attend any mandatory training program, you are required to obtain the training at a location we designate, at your sole cost, which includes tuition at the then-current rate, plus all of your travel costs and our trainer's travel costs.

ITEM 12: TERRITORY

Under the Franchise Agreement, you have the right to establish and operate one (1) Fox's Pizza Den outlet within a territory that will be defined after the location of your Fox's Pizza Den outlet is identified and approved by us (the "Territory"). You are required to find and obtain possession of a specific location for your Franchised Business that meets our site selection criteria and our approval. The Territory is determined on an individual basis taking into account minimum numbers of households, average home prices and household incomes. Your Territory will be defined and attached to your Franchise Agreement as Attachment 2.

You will not receive 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.

During the term of your Franchise Agreement, and provided that you are not in default of your Franchise Agreement, we will not open another Fox's Pizza Den outlet or grant the right to anyone else to open a Fox's Pizza Den outlet within the Territory. However, notwithstanding this limited protection right we grant to you, we reserve all rights to sell our products and services under the Mark in the Territory through alternative distribution channels, as discussed below.

There is no minimum sales requirement, market penetration or other contingency that will affect your limited protected right to operate in the Territory during the term of your Franchise Agreement, unless you are in default of your obligations to us.

You may not change the location of your Franchised Business, without our written consent, which we may withhold in our sole discretion. The conditions under which we may allow you to relocate include the following: loss of your premises not due to your default, demographics of the surrounding area, proximity to other Fox's Pizza Den outlets, lease requirements, traffic patterns, vehicular and pedestrian access, proximity to major roads, available parking, and overall suitability. If you wish to relocate, you must identify a new location for the Franchised Business that meets our approval, in accordance with our then-current site selection procedures, within 90 days. If you do not identify a site within this time period, we may terminate the Franchise Agreement. While you are closed for relocation, you must continue to pay us a minimum Royalty Fee and Brand Fund Contribution equal to the average paid during the four (4) calendar quarters immediately preceding the loss of your premises.

We may, but have no obligation to, consider granting you the right to establish additional Fox's Pizza Den outlets under other franchise agreements if you are in compliance with the Franchise Agreement and propose to open another Fox's Pizza Den outlet in an area and at a location we approve. The Franchise Agreement grants you no options, rights of first refusal or similar rights to acquire additional franchises.

We reserve all rights not expressly granted in the Franchise Agreement. For example, we or our affiliates may own, operate or authorize others to own or operate Fox's Pizza Den outlets outside of the Territory and may operate other kinds of businesses within the Territory. Although we do not currently do so and have no plans to do so, we and our affiliates may own, acquire, conduct, or authorize others to conduct, any form of business at any location selling any type of product or service

not offered under the Mark, including a product or service similar to those you will sell at your Franchised Business.

We may sell products and services under the Mark within or outside the Territory or development area through any method of distribution other than a dedicated Fox's Pizza Den outlet location, such as distribution through retail outlets, including but not limited to, grocery stores; in captive market locations, such as airports, malls, gyms and hospitals; and the Internet ("Alternative Distribution Channels"). You will receive no compensation for our sales through Alternative Distribution Channels in the Territory or development area.

You may not use Alternative Distribution Channels to make sales inside or outside your Territory; however, we will include a listing on our website of your Fox's Pizza Den outlet location. You may only solicit sales from customers in your Territory. Your local advertising must target customers in your Territory, although the reach of your local advertising may extend beyond your Territory.

ITEM 13: TRADEMARKS

Fox's Pizza Den, Inc. has the exclusive right to use the Mark and license to others the right to use the Mark in the operation of a Fox's Pizza Den outlet in accordance with the System. The Franchise Agreement will license to you the right to operate your Franchised Business under the Fox's Pizza Den service marks, as described below ("Principal Mark"):

Mark	Registration Number	Registration Date	Register
	1,996,655	August 27, 1996	Principal
Bambino	6,791,899	July 19, 2022	Principal
Big One	6,359,345	May 25, 2021	Principal

Licensor has filed all required affidavits and intends to renew its registrations for the Marks when they become due.

You must notify us immediately when you learn about an infringement of or challenge to your use of Principal Mark or other trademarks. Licensor and we will take any action we think appropriate and, if you have given us timely notice and are in full compliance with the Franchise Agreement, we will indemnify you for all expenses and damages arising from any claim challenging your authorized use of Principal Mark or other trademarks. Licensor and we have the right to control any administrative proceedings or litigation involving Principal Mark or other trademarks licensed by us to you. You must cooperate fully with the Licensor and us in defending and/or settling the litigation.

We reserve the right to substitute different Marks if we can no longer use the current Mark, or if we determine that substitution of different Marks will be beneficial to the System. In such event, we may require you, at your expense, to modify or stop using any Mark, including the Principal Mark, or to use one or more additional or substitute Marks.

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeals Board, the Trademark Administration of any state, or any court relating to the Mark. There is no pending infringement, opposition or cancellation. There is no pending material for federal or state court litigation involving Principal Mark or another of our trademarks.

There are no currently effective agreements that significantly limit Licensor's or our rights to use or license the use of Principal Mark or other of our trademarks in a manner material to the franchise.

As of the date of this Disclosure Document, we know of no superior prior rights or infringing uses that could materially affect your use of Principal Mark.

ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We hold no patents and have no pending patent applications that are material to the franchise. We have registered no copyright with the United States Copyright Office. However, we claim copyrights on certain forms, advertisements, promotional materials, photographs and other written materials. We also claim copyrights and other proprietary rights in our Manual.

There are no current material determinations of, or proceedings pending in, the United States Patent and Trademark Office, the U.S. Copyright Office, or any court regarding any of our copyrights discussed above.

There are no agreements currently in effect which limit your right to use any of our copyrights. As of the date of this Disclosure Document, we are unaware of any infringing uses of or superior previous rights to any of our copyrights which could materially affect your use of them.

Our mutual obligations to protect your rights to use our copyrights are the same as the obligations for Trademarks described in Item 13 of this disclosure document.

During the term of the Franchise Agreement, you may have access to and become acquainted with our trade secrets, including, but not limited to, methods, formulas, processes, customer lists, vendor partnerships and/or relationships, sales and technical information, costs, product prices and names, software tools and applications, website and/or email design, products, services, equipment, technologies and procedures relating to the operation of your Fox's Pizza Den outlet; systems of operation, services, programs, products, procedures, policies, standards, techniques, requirements and specifications which are part of the System; the Operations Manual; methods of advertising and promotion; instructional materials; marketing plans, business methods, research, development or know-how, any other information which we may or may not specifically designate as "confidential" or "proprietary", and the components of our System whether or not such information is protected or protectable by patent, copyright, trade secret or other proprietary rights (collectively called the "Confidential Information"). You agree that you will take all reasonable measures to maintain the confidentiality of all Confidential Information in your possession or control and that all such Confidential Information and trade secrets shall remain our exclusive property. You may never (during the Initial Term, any Renewal Term, or after the Franchise Agreement expires or is terminated)

reveal any of our confidential information to another person or use it for any other person or business. You may not copy any of our Confidential Information or give it to a third party except as we authorize in writing to you prior to any dissemination. Your personnel who have access to our Confidential Information must sign our Confidentiality/Non-Competition Agreement (Franchise Agreement, Attachment 8).

You must promptly tell us when you learn about unauthorized use of any Confidential Information. We are not obligated to take any action, but will respond to this information as we think appropriate. We will indemnify you for losses brought by a third party concerning your use, in strict compliance with the Franchise Agreement, of the Confidential Information.

ITEM 15: OBLIGATIONS OF THE FRANCHISEE TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

The Franchise Agreement requires that you personally supervise your Fox's Pizza Den outlet. You may appoint a General Manager to oversee the day-to-day operations of your Fox's Pizza Den outlet, but you must remain active in overseeing the Franchised Business. Your general manager can either be you or someone appointed by you who is acceptable to us. Your general manager must successfully complete our Initial Management Training Program and all other training courses we require. Your general manager must devote full time to the job and cannot have an interest or business relationship with any of our competitors. You or your principal(s) must successfully complete our Initial Management Training Program and all other training courses we require. In addition, if you appoint a General Manager, your General Manager must successfully complete our Initial Management Training Program. If the franchisee is a business entity, your general manager is not required to have an equity interest in the franchisee entity.

Your manager and all other personnel who will have access to our proprietary and Confidential Information and training must sign our Non-Disclosure/Non-Competition Agreement, which is attached to our Franchise Agreement as Attachment 8. If your Franchised Business is owned by an entity, all owners of the entity must personally sign the Franchise Agreement as a Principal. If you are a married individual, your spouse must sign our Spousal Guaranty, which is attached to our Franchise Agreement as Attachment 7.

ITEM 16: RESTRICTION ON WHAT FRANCHISEE MAY SELL

You must offer and sell all products and services that are part of the System, and all services and products which we incorporate into the System in the future. You may only offer products and services that we have previously approved.

You may not use our Principal Mark or other trademarks for any other business. You cannot engage in any other business that competes with your Franchised Business, with us or our affiliates, or with Fox's Pizza Den outlets owned by other franchisees, whether such business is inside or outside of the Territory.

We may add to, delete from or modify the products and services that you can and must offer. You must abide by any additions, deletions and modifications, but only if the changes do not materially and unreasonably increase your obligations under the Franchise Agreement. There are no other limits on our rights to make these changes.

You may only sell products and services in the manner we prescribe. You may only solicit sales from customers in your Territory. Your local advertising must target customers in your Territory, although

the reach of your local advertising may extend beyond your Territory. See Item 12 for restrictions on sales within and outside the Territory.

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 Agreement	Summary
a.	Length of the franchise term	Article. 4	Term is five (5) years
b.	Renewal or extension of the Term	Section 5.1	If you are in good standing as defined below, you can renew one additional term of five (5) years, unless we have determined, in our sole discretion, to withdraw from your Territory
c.	Requirements for franchisee to renew or extend	Sections 5.1 and 5.2	Be in full compliance, have no more than three (3) events of default during current term, provide written notice to us at least six months before the end of the term, execute a new franchise agreement to continue to have the right to occupy the premises or have received approval from us to relocate, remodel your Franchised Business location, execute a general release, comply with then-current qualifications and training requirements, including completion of additional training. You may be asked to sign a new Franchise Agreement with materially different terms and conditions than your original Franchise Agreement.
d.	Termination by franchisee	Not Applicable	You may seek termination upon any grounds available by state law.
e.	Termination by franchisor without cause	Section 16.7	The Franchise Agreement will terminate automatically upon your death or permanent disability, unless prohibited by law and the Franchise is transferred within 6 months to a replacement franchisee that we approve.
f.	Termination by franchisor with cause	Article 17	We may terminate only if you default. The Franchise Agreement describes defaults throughout. Please read it carefully.
g.	"Cause" defined – curable defaults	Section 17.3	You have 5 days to cure non-payments and any other defaults (except for non-curable defaults listed in the Franchise Agreement and described in h. immediately below.

	Provision	Section in Franchise Agreement	Summary
h.	"Cause" defined - non-curable defaults	Sections 17.1 and 17.2	The Franchise Agreement will terminate automatically, without notice for the following defaults: insolvency; bankruptcy; written admission of inability to pay debts; receivership; levy; composition with creditors; unsatisfied final judgment for more than 30 days; or foreclosure proceeding that is not dismissed within 30 days. We may terminate the Franchise Agreement upon notice to you if you: do not acquire a site, do not complete construction and/or open the Franchised Business within required time frames; falsify any report to us; cease operations for 5 days or more, unless the premises are damaged and you apply to relocate; lose possession of the premises, unless you are not at fault for loss and you timely apply to relocate; fail to restore and re-open the Franchised Business within 120 days after a casualty, as may be extended by us; fail to comply with applicable laws; default under any lease for the premises; fail to comply with insurance and indemnification requirements; attempt a transfer in violation of the Franchise Agreement; fail, or your legal representative fails to transfer as required upon your death or permanent disability; misrepresent or omit a material fact in applying for the Franchise; are convicted or plead no contest to a felony or crime that could damage the goodwill or reputation of our trademarks or the System; receive an adverse judgment in any proceeding involving allegations of fraud, racketeering or improper trade practices or similar claim that could damage the goodwill or reputation of our trademarks or the System; conceal revenues or maintain false books; create a threat or danger to public health or safety; refuse an inspection

	Provision	Section in Franchise Agreement	Summary
			or audit by us; use our trademarks, copyrighted material or Confidential Information in an unauthorized manner; make an unauthorized disclosure of Confidential Information; fail to comply with non-competition covenants; default in the performance of your obligations three (3) or more times during the term or receive two (2) or more default notices in any 12-month period; default under any other agreement with us or our affiliate; have insufficient funds to honor a check or EFT two (2) or more times within any twelve (12)-month period; or terminate the Franchise Agreement without cause.
i.	Franchisee's obligations on termination/ non-renewal	Article 18	Upon termination, you must: cease operations; cease to identify yourself as a Fox's Pizza Den franchisee; cease to use our trademarks; cancel any assumed name registration that contains any Mark; pay us and our affiliates all sums owing; pay us any damages, costs or expenses we incur in obtaining any remedy for any violation of the Franchise Agreement by you, including, but not limited to attorney's fees; deliver to us all Confidential Information, the Operations Manual and all records and files related to your Franchised Business; comply with the non-disclosure and non-competition covenants; sell to us, at our option, all furnishing, fixtures, equipment, inventory and supplies of your Franchised Business; and assign, at our option, your telephone numbers, directory and internet listings, and social media accounts and the lease for the location.
j.	Assignment of contract by franchisor	Section 16.1.1	No restrictions on our right to assign.
k.	"Transfer" by franchisee defined	Section 16.3	Any assignment, sale, transfer, gift, devise or encumbrance of any interest in the Franchise Agreement, the Franchised Business, any assets of the Franchised Business, or in the Franchisee (if the Franchisee is a business entity).
l.	Franchisor approval of transfer by franchisee	Section 16.3	No transfer is allowed without our consent, which we will not unreasonably withhold.
m.	Conditions for franchisor approval of a transfer	Section 16.3 and 16.4	Conditions include: our decision not to exercise our right of first refusal; transferee meets our then-current standards for qualifying franchisees; transferee signs our then-current form of Franchise Agreement, which may have materially different terms from your Franchise Agreement; transferee and its general manager successfully complete our Initial Management Training Program; you have paid us and third-party creditors all amounts owed; you and the transferee sign a General Release in the form of Attachment 3 to the Franchise Agreement; you shall subordinate any claims you have

	Provision	Section in Franchise Agreement	Summary
			against the transferee to us; you will indemnify us for a period of 1 year following the transfer; our approval of the material terms and conditions of the transfer; landlord's consent of a lease assignment, if applicable; payment of a transfer fee equal to $3,000.
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 16.6	You must promptly notify us of any written offer to purchase your Franchise. We have 30 days to exercise our first right to buy it on the same terms and conditions, provided that (a) we may substitute cash for any other consideration (b) we may pay the entire purchase price at closing, (c) our credit is deemed as good as the proposed purchaser, (d) we have at least 60 days to close and (e) you shall give us all customary seller's representations and warranties.
o.	Franchisor's option to purchase franchisee's business	Section 18.2	Upon termination of the Franchise Agreement, we have the option to purchase your furniture, equipment, signs, advertising materials, supplies and inventory at your cost or fair market value, whichever is less.
p.	Death or disability of franchisee	Sections 16.3, 16.4 and 16.7	Franchisee must substitute a new manager approved in writing by franchisor within 90 days. Any successor must meet and fulfill all requirements for transferees.
q.	Non-competition covenants during the term of the franchise	Section 19.5.1	You may not: divert, or attempt to divert, customers of any Fox's Pizza Den outlet (including yours) to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing business, do any act that could damage the goodwill of our trademarks or System, or disrupt or jeopardize our business or that of our franchisees.
r.	Non-competition covenants after the franchise is terminated or expires	Section 19.5.2	For 24 months after the termination of the Franchise Agreement, you may not: divert, or attempt to divert, customers of any Fox's Pizza Den outlet (including yours) to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing business within 25 miles of your former Fox's Pizza Den outlet location or any other Fox's Pizza Den outlet location, do any act that could damage the goodwill of our trademarks or System, or disrupt or jeopardize our business or that of our franchisees.
s.	Modification of the agreement	Sections 9.4, 14.6, and 19.1.4	No oral modifications generally, but we may change the Operations Manual and System standards at any time. You may be required to implement these changes at your own costs. We have the right to modify our trademarks at any time upon written notice to you.

	Provision	Section in Franchise Agreement	Summary
t.	Integration/merger clause	Section 21.4	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. Notwithstanding the foregoing, nothing in the Franchise Agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u.	Dispute resolution by arbitration or mediation	Article 20	At our option, claims that are not resolved internally may be submitted to binding arbitration at our headquarters, excluding claims related to injunctive relief, anti-trust, the trademarks, possession of the Franchised Business premises and post-termination obligations, subject to state law.
v.	Choice of forum	Section 20.3	Pennsylvania subject to state law.
w.	Choice of law	Section 20.3	Pennsylvania law applies, subject to applicable state law.

See the state addenda to this Franchise Disclosure Document and the Franchise Agreement for special state disclosures.

ITEM 18: PUBLIC FIGURES

We do not currently use any public figures 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.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Mr. James R. Fox, 4425 William Penn Hwy, Murrysville, PA 15668, (724) 733-7888, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1 System-wide Outlet Summary For years 2023, 2024, 2025				
Outlet Type	**Year**	**Outlets at the Start of the Year**	**Outlets at the End of the Year**	**Net Change**
Franchised	2023	200	195	-5
	2024	195	193	-2
	2025	193	198	+5
Company Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	2023	200	195	-5
	2024	195	193	-2
	2025	193	198	+5
1) Note: All numbers for 2022 are as of June 30, 2023. All numbers for 2024 are as of June 30, 2024. All numbers for 2025 are as of June 30, 2025.				

Table No. 2 Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor) for years 2023, 2024, 2025		
STATE	**YEAR**	**NUMBER OF TRANSFERS**
AL	2023	0
	2024	0
	2025	0
AR	2023	0
	2024	2
	2025	0
CA	2023	0
	2024	0
	2025	0
DE	2023	0
	2024	0
	2025	0
GA	2023	0
	2024	0
	2025	0
IN	2023	0
	2024	0
	2025	0
LA	2023	1
	2024	1
	2025	0

Table No. 2 Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor) for years 2023, 2024, 2025		
STATE	**YEAR**	**NUMBER OF TRANSFERS**
MD	2023	0
	2024	2
	2025	0
MI	2023	0
	2024	0
	2025	1
MN	2023	0
	2024	0
	2025	0
MO	2023	0
	2024	0
	2025	0
MS	2023	0
	2024	0
	2025	0
NM	2023	0
	2024	0
	2025	0
NC	2023	0
	2024	0
	2025	0
NY	2023	0
	2024	0
	2025	0
OH	2023	2
	2024	0
	2025	0
PA	2023	11
	2024	9
	2025	8
SC	2023	0
	2024	0
	2025	0
TN	2023	0
	2024	0
	2025	0
TX	2023	0
	2024	0
	2025	0
UT	2023	0
	2024	0
	2025	0
VA	2023	0
	2024	0
	2025	0
WI	2023	0
	2024	0
	2025	0

Table No. 2 Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor) for years 2023, 2024, 2025		
STATE	**YEAR**	**NUMBER OF TRANSFERS**
WV	2023	1
	2024	2
	2025	0
TOTAL	2023	15
	2024	16
	2025	9
1) Note: All numbers for 2023 are as of June 30, 2023. All numbers for 2024 are as of June 30, 2024. All numbers for 2025 are as of June 30, 2025.		

Table No. 3
Status of Franchised Outlets
For Years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
AL	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
AR	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
CO	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
DE	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
GA	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	1	0	0	0	0	6
IN	2023	3	0	0	0	0	1	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	1	1
LA	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	0	8
	2025	8	0	0	0	0	0	8
MD	2023	4	1	0	0	0	0	5
	2024	5	1	0	0	0	0	6
	2025	6	0	0	0	0	0	6
MI	2023	1	1	0	0	0	0	2
	2024	2	1	0	0	0	0	3
	2025	3	1	0	0	0	0	4
MN	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	1	0
	2025	0	0	0	0	0	0	0
MS	2023	11	0	0	0	0	2	9

Table No. 3 Status of Franchised Outlets For Years 2023 to 2025								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
	2024	9	0	0	0	0	1	8
	2025	8	1	0	0	0	0	9
NM	2023	1	0	0	0	0	1	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
NY	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	1	1
	2025	1	0	0	0	0	0	1
NC	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
	2025	3	1	0	0	0	0	4
OH	2023	11	2	0	0	0	1	12
	2024	12	0	0	0	0	2	10
	2025	10	1	0	0	0	0	11
PA	2023	112	4	0	0	0	4	112
	2024	112	1	0	0	0	0	113
	2025	113	2	0	0	0	0	115
SC	2023	4	0	0	0	0	1	3
	2024	3	0	0	0	0	1	2
	2025	2	0	0	0	0	0	2
TN	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
TX	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	1	0	0	0	0	2
UT	2023	1	0	0	0	0	1	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
VA	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
WV	2023	17	1	0	0	0	3	15
	2024	15	1	0	0	0	1	15
	2025	15	0	1	0	0	1	13
WI	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	1	0
	2025	0	0	0	0	0	0	0
TOTAL	2023	200	10	0	0	0	15	195
	2024	195	5	0	0	0	7	193
	2025	193	8	1	0	0	2	198

1) Note: All numbers for 2023 are as of June 30, 2023. All numbers for 2024 are as of June 30, 2024. All numbers for 2025 are as of June 30, 2025.

Table No. 4 Status of Company-Owned Outlets For Years 2023 to 2025							
State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
TOTAL	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
1) Note: All numbers for 2023 are as of June 30, 2023. All numbers for 2024 are as of June 30, 2024. All numbers for 2025 are as of June 30, 2025.							

Table No. 5 Projected Openings As of June 30, 2025			
State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
AL	0	0	0
AR	0	0	0
AZ	0	0	0
CA	0	0	0
CO	0	0	0
DE	0	0	0
GA	1	0	0
IN	0	0	0
LA	0	0	0
MD	0	0	0
MN	0	0	0
MO	0	0	0
MS	0	0	0
NY	0	0	0
NC	1	0	0
OH	0	0	0
PA	0	0	0
SC	0	0	0
TN	0	0	0
TX	1	0	0
UT	0	0	0
VA	0	1	0
WV	0	0	0
WI	0	0	0
TOTALS	3	1	0

Note: All numbers for 2023 are as of June 30, 2023. All numbers for 2024 are as of June 30, 2024. All numbers for 2025 are as of June 30, 2025.

Exhibit E lists the location of each franchised Fox's Pizza Den outlet in our System.

During our last fiscal year, no franchisee has had an outlet terminated, canceled, not renewed, or has otherwise voluntarily or involuntarily ceased to do business under the franchise agreement or has not communicated with us within 10 weeks of the date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

No franchisee has signed confidentiality clauses during the last three years.

There are no trademark-specific franchisee organizations associated with the franchise system being offered in this Franchise Disclosure Document.

ITEM 21: FINANCIAL STATEMENTS

Fox's Pizza Den, Inc., was formed on September 16, 1974. Exhibit C contains our audited financial statements for the years 2023, 2024 and 2025.

Our fiscal year end is June 30.

ITEM 22: CONTRACTS

A copy of all proposed agreements regarding the franchise offering are included in this Disclosure Document, as follows:

- Exhibit B – The Franchise Agreement and all attachments to it.
- Exhibit F -- Franchisee Acknowledgement Statement, as permitted by state law. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ITEM 23: RECEIPT

A receipt in duplicate is attached to this Disclosure Document as Exhibit H. You should sign both copies of the receipt. Keep one copy for your own records and return the other signed copy to Fox's Pizza Den Inc., James R. Fox, 4425 William Penn Hwy., Murrysville, PA 15668

EXHIBIT A

AGENCIES/AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner of the Department of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677)	Commissioner of the Department of Financial Protection and Innovation
CONNECTICUT	State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230	Banking Commissioner
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau

State	State Agency	Agent for Service of Process
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce
NEW YORK	NYS Department of Law 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8211 Phone	Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard, State Capitol 14th Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Director of the Department of Consumer and Business Services
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road, SW Tumwater, WA 98501
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

EXHIBIT B

FRANCHISE AGREEMENT

FOX'S PIZZA DEN, INC.
FRANCHISE AGREEMENT
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THIS FRANCHISE AGREEMENT (this "Agreement") is being entered into this _____, (the "Effective Date") by and between Fox's Pizza Den, Inc. a Pennsylvania corporation with its principal place of business at 4425 William Penn Highway, Murrysville, PA 15668 (herein "Franchisor and _____, a(n) _____ _____, with its principal place of business located at _____ _____, and _____'s principal(s) _____, an individual, residing at _____ _____, and _____, an individual, residing at _____ _____ ("Principal(s)"). _____ and Principal(s) shall be individually and collectively referred to, and each is, the "Franchisee".

RECITATIONS

Through the expenditure of considerable time, effort and money, Franchisor has developed and established a distinctive business which features, among other things, various pizzas and related food products, including but not limited to "wedgies", salads, "hoagies" and other sandwiches, and other food and beverages, using Franchisor's designs, and using Franchisor's confidential operations manual ("Manual") of business practices and policies, and Franchisor's distinctive, décor, fixtures and furnishings, operations methods, sales techniques, inventory, procedures for management control and training, assistance, advertising, and promotional programs, all of which may be changed, improved or further developed by Franchisor at any time (taken together herein the "System").

The System is identified by certain trade names, service marks**,** trademarks, logos, emblems and indicia of origin, including but not limited to the "FOX'S PIZZA DEN" service mark, as set forth in Attachment 1, and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated or substituted by Franchisor for use in connection with the System (the "Marks").

Franchisor continues to develop, use, and control the use of such Marks in order to identify for the public the source of services and products marketed under the Marks and the System and to represent the System's high standards of quality, appearance, and service.

Franchisee understands and acknowledges the importance of Franchisor's high and uniform standards of quality, service, and appearance, and the necessity of operating the business franchised hereunder in conformity with Franchisor's standards and specifications.

NOW, THEREFORE, the parties, in consideration of the promises, undertakings and commitments of each party to the other set forth herein, and intending to be legally bound hereby, mutually agree as follows:

1. RECITATIONS. The Recitations set out above form part of this Agreement.

2. GRANT OF FRANCHISE. Franchisor hereby grants to Franchisee and Franchisee accepts, upon the terms and conditions contained in this Agreement, the license to operate a Fox's Pizza Den franchise (the "Franchised Business"), using only the Marks licensed hereunder, in strict conformity with the System, which may be changed, improved and further developed by

Franchisor from time to time. This grant applies only to a single location within a territory that is designated in Attachment 2 attached hereto and incorporated herein (the "Territory").

3. TERRITORY.

3.1 Territory. This Agreement grants Franchisee the right to operate the Franchised Business at a single location within the Territory. Subject to Section 3.2 below, Franchisor agrees that during the Term of this Agreement, Franchisor will not, and Franchisor will not permit any other Fox's Pizza Den franchisees, to operate a franchised Fox's Pizza Den location in the Territory using the same Marks as licensed to Franchisee in this Agreement so long as Franchisee is not in default under this Agreement or this Agreement has not been terminated. Except as otherwise specified in this Agreement, Franchisor reserves the right to open, operate or franchise Fox's Pizza Den franchises around, bordering, and adjacent to the Territory. Franchisee will be selling its products and services from a single location that will be determined by Franchisee with Franchisor's prior written approval, which may be withheld or denied in Franchisor's sole discretion. Except as set forth in this Agreement, Franchisee is prohibited from selling and soliciting customers outside of the Territory and from alternative methods of distribution as more fully specified herein.

3.2 Reservation of Rights. Franchisee understands and agrees that all rights to any businesses, other than as specified in this Agreement, are fully reserved to Franchisor within or outside of the Territory. By way of example only, Franchisor reserves the rights to offer (i) other products or services not offered under the Marks, (ii) other food concepts under the Marks or other trademarks, including licensing Franchisor's designs for use in other formats and (iii) products or services through any channel in the Territory other than a dedicated Fox's Pizza Den, such as non-traditional retail locations, including, but not limited to, malls, transportation centers, gyms, hospitals, limited access venues, and higher education campuses and the Internet. ("Alternate Distribution Channels"). Franchisee will receive no compensation for Franchisor's sales through Alternate Distribution Channels made within the Territory. Franchisee agrees that such implementation of Franchisor's rights pursuant to this Section 3.2 is deemed not to impair or injure Franchisee's rights pursuant to Section 2 hereof.

4. TERM. Unless terminated earlier in accordance with the terms set forth in this Agreement, this Agreement and the Franchise granted hereunder shall commence upon the Effective Date set forth above, and terminate on the date that is five (5) years following the Opening Date, as defined in Section 8 hereof (the "Term").

5. RENEWAL OPTIONS. Subject to the terms and conditions of this Agreement, Franchisee shall have the right, following the expiration of the Term hereof, to enter into a new franchise agreement and other agreements then customarily employed by Franchisor and in the form then generally being offered to prospective franchisees in the state in which the Territory is located (the "Renewal Franchise Agreement") for one additional terms equal to five (5) years. The term of such Renewal Franchise Agreement shall commence upon the date of expiration of the immediately preceding term.

5.1 Form and Manner of Renewal. If Franchisee desires to exercise Franchisee's option to enter into a Renewal Franchise Agreement, it shall be done in the following manner:

5.1.1 Not less than six (6) months prior to the expiration of the Term of this Agreement, Franchisee shall request from Franchisor in writing, a copy of Franchisor's then current Disclosure Document (including Franchisor's then current franchise agreement).

5.1.2 Franchisee must execute and return to Franchisor all required documents, including any and all ancillary documents, within forty-five (45) days after receipt by Franchisee of a copy of Franchisor's then current Disclosure Document.

5.1.3 The Renewal Franchise Agreement shall supersede this Agreement in all respects, and Franchisee understands and acknowledges that the terms of such new agreement may differ from the terms of this Agreement, including, without limitation, higher or lower royalty and other fees.

5.1.4 If Franchisee fails to perform any of the acts, or deliver any of the notices required pursuant to this Paragraph 5, in a timely fashion, such failure shall be deemed an election by Franchisee not to exercise Franchisee's option to enter into the Renewal Franchise Agreement, and such failure shall cause Franchisee's right and option to automatically lapse and expire, without further notice by Franchisor.

5.1.5 Franchisee acknowledges that the initial Term of this Agreement provides Franchisee more than a sufficient opportunity to recoup Franchisee's investment in the Franchise, as well as a reasonable return on such investment.

5.2 Conditions of Renewal. Franchisee's right to enter into a Renewal Franchise Agreement is conditioned upon the following:

5.2.1 Franchisee shall be in full compliance with this Agreement and shall have materially performed Franchisee's obligations under this Agreement, the Manual and under all other agreements that may be in effect between Franchisee and Franchisor, including but not limited to all monetary obligations.

5.2.2 Franchisee shall not have committed three (3) or more events constituting default during the then current Term of this Agreement, whether or not such defaults were cured.

5.2.3 Franchisee will have completed any required additional training to Franchisor's reasonable satisfaction.

5.2.4 Franchisee shall have obtained the right to continue to occupy the premises of the Franchised Business following the expiration of the Term hereof for the full term of the Renewal Franchise Agreement and/or have received Franchisor's approval regarding locating the Franchised Business at a new location.

5.2.5 Franchisee shall execute a general release of all claims Franchisee may have against Fox's Pizza Den, Inc. its parent, subsidiaries and affiliates, its officers, directors, shareholders, agents, and employees, whether in their corporate and/or individual capacities, in the form attached hereto as Attachment 3. This release will include all claims arising under any federal, state, or local law, rule, or ordinance.

5.2.6 Franchisee performs such remodeling, repairs, replacements, and redecoration as Franchisor may require in order to cause the Franchised Business premises, equipment, fixtures, furnishings, and furniture to conform to the plans and specifications being used for new or remodeled franchised businesses on the renewal date.

5.2.7 Franchisee shall pay the required Renewal Fee and sign the Renewal Franchise Agreement.

5.2.8 Franchisee shall make or provide for, in a manner satisfactory to Franchisor, such renovation and modernization of the Restaurant as Franchisor may require, including, without limitation, renovation of the exterior facade, signs, interior furnishings, fixtures, and decor, to reasonably reflect the then-current standards and image of the System;

5.3 Notice Required by Law. If applicable law requires Franchisor to give notice to Franchisee prior to the expiration of the Term, this Agreement shall remain in effect on a month-to-month basis until Franchisor has given the notice required by such applicable law. If Franchisor is not offering new Fox's Pizza Den, Inc. franchises, is in the process of revising, amending or renewing Franchisor's form of franchise agreement or disclosure document, or Franchisor is not lawfully able to offer Franchisee the then current form of Renewal Franchise Agreement at the time Franchisee advises Franchisor pursuant to Paragraph 5.2 hereof that Franchisee desires to renew, Franchisor may, in Franchisor's sole discretion, (i) offer to renew this Agreement upon the same terms set forth herein for the appropriate renewal term or (ii) offer to extend the Term hereof on a month-to-month basis following the expiration of the Term for as long as Franchisor deems necessary or appropriate so that Franchisor may lawfully offer the then current form of Renewal Franchise Agreement. Any timeframes specified in this Paragraph 5 shall be inclusive of any state mandated notice periods.

5.4 Additional Reservation of Rights. Notwithstanding anything herein to the contrary, Franchisor reserves the right not to renew this Franchise as a result of a decision to withdraw from the Territory in which Franchisee's Franchised Business is located.

6. FEES.

6.1 Initial Franchise and Royalty Fee. As part of the consideration for the right to operate the Franchise granted herein, Franchisee shall pay to Franchisor the following fees:

6.1.1 Initial Franchise Fee. Franchisee acknowledges and agrees that the grant of this Franchise and the rights and obligations of the parties under this Agreement constitute the sole and only consideration for the initial franchise fee of Twenty Thousand Dollars ($20,000.00) (The "Initial Fee"). The Initial Fee is fully earned at the time this Franchise Agreement is signed and is not refundable under any circumstances. Franchisee shall pay the full amount of the Initial Fee to Franchisor upon Franchisee's execution of this Agreement.

6.1.2 Continuing Royalty Fee. Franchisee shall pay to Franchisor monthly royalty fee in the amount of Five Hundred Dollars ($500) per month for the full five (5) year term of this Agreement, which shall be secured by a Promissory Note. The first royalty payment will be due and payable on the first day of the month following the month in which the Franchise has been in operation for fifteen (15) days. Upon any renewal of this Agreement, the monthly royalty fee shall increase to Six Hundred Dollars ($600) per month for the second term. These royalty payments are non-refundable and are due whether or not any sales are generated by the Franchise.

6.1.3 Method of Payment. Franchisee shall pay Franchisor the Royalty Fee then due. At Franchisor's request, Franchisee must execute documents that allow Franchisor to automatically take the Royalty Fee and other sums due Franchisor, from business bank accounts via electronic funds transfers. Franchisee's failure to allow electronic funds transfers on an ongoing basis is a material breach of this Agreement.

6.2. Late Fee. If the Royalty Fee is not received by Franchisor no later than the tenth (10^{th}) day of the applicable month, Franchisee shall pay to Franchisor, in addition to the overdue amount, a late fee of five percent (5%) of the amount then payable. This late fee is reasonably related to Franchisor's costs resulting from the delay in payment and/or receipt of any report, is not a penalty, and is in addition to any other remedy available to Franchisor under this Agreement for Franchisee's failure to pay the Royalty Fee, the Brand Fund Contribution, and/or submit Gross Sales Reports in accordance with the terms of this Agreement.

6.3. Interest. Any and all amounts that shall become due and owing from Franchisee to Franchisor under the terms hereof shall bear interest from the date due until paid at the rate of 18% per annum or at the highest rate permitted by law, whichever is lower.

6.4. Non-Sufficient Funds Fee. In the event any of Franchisee's checks are returned, or an electronic funds transfer from Franchisee's bank account is denied for insufficient funds, Franchisee shall pay Franchisor, in addition to the amount due, a non-sufficient funds fee of fifty dollars ($50.00) per occurrence. These non-sufficient funds fee is reasonably related to Franchisor's costs resulting from the delayed and declined payment, is not a penalty, and is in addition to any other remedy available to Franchisor under this Agreement.

6.5. Taxes. If any sales, excise, use, or privilege tax is imposed or levied by any government or governmental agency on Franchisor for any Royalty Fee, Brand Fund Contribution, or

other fees due and payable to Franchisor under this Agreement, Franchisee shall pay Franchisor a sum equal to the amount of such tax.

6.6 Technology Fee. Franchisor reserves the right to require Franchisee to pay to Franchisor a technology fee (the "Technology Fee"). If required, Franchisee shall pay Franchisor, throughout the Term, the Technology Fee for technology access, in an amount reasonably determined by Franchisor, for technology adopted, developed or otherwise required by Franchisor in the operation of the Franchised Business, including, but not limited to, software and applications for a scheduling system, payment processor, sales and financial reporting, assigned phone numbers and email addresses required for use in the Franchised Business, franchise portal, benchmarking platform or other operations systems. In franchisor's sole discretion, Franchisor may (i) increase the amount of the Technology Fee or (ii) replace the software and applications with different technology, developed by Franchisor or a third-party, and Franchisee shall pay the then-current fees for the replacement technology and for continuous access thereto. Payment of the Technology Fee will be made in the same manner and time as required by Franchisor.

6.7 Non-Compliance Fee. In the event Franchisee is, at any time during the term of this Agreement, found to have violated System standards as set forth herein, Franchisee shall pay to Franchisor Five Hundred Dollars ($500) for each incidence of non-compliance plus Five Hundred Dollars ($500) for each calendar month (or, as applicable, partial calendar month) such non-compliance remains uncured. The Non-Compliance Fee is in addition to any other rights or remedies Franchisor may have under this Agreement or at law.

7. TRAINING.

7.1 Initial Training Program. Except as otherwise stated herein, Franchisee (specifically including all Franchisee's principals) shall attend and complete to Franchisor's sole and absolute satisfaction, Franchisor's initial training program ("Initial Training Program") prior to the opening of the Franchised Business. The Initial Training Program consists of a one-week course conducted at a location designated by Franchisor. Franchisor will make the Initial Training Program available to Franchisee's principals, initial management employees and restaurant crew as such personnel positions may be defined in the Manual ("Initial Trainees). Franchisee must at all times during the term of this Agreement have principals who have successfully completed the Initial Training Program to Franchisor's sole and complete satisfaction. The foregoing notwithstanding, if Franchisee owns, or has an ownership interest in, another restaurant operating under the System, Franchisee, and not Franchisor, shall be required to provide the Initial Training Program to such persons in accordance with Franchisor's specifications and subject to Franchisor's review and approval of such training. Franchisor shall make available such other ongoing training as it may, from time to time, be deemed appropriate. Franchisee shall be responsible for the cost of training including, without limitation, the costs of transportation, lodging, meals, wages, and worker's compensation insurance.

7.2 Satisfactory Completion. Franchisor shall determine, in Franchisor's sole discretion, whether the Initial Trainees have satisfactorily completed the Initial Training Program,

which shall include mastery of post-course applications. If the Initial Training Program is not satisfactorily completed by the Initial Trainees, or if Franchisor, in Franchisor's reasonable business judgment based upon the performance of the Initial Trainees, determines that the Initial Training Program cannot be satisfactorily completed by Franchisee and Franchisee's principal(s), Franchisor may terminate this Agreement.

7.3 Additional Training. Franchisor may offer mandatory and/or optional additional training programs from time to time. If required by Franchisor, Franchisee, or Franchisee's principals shall participate in on-going training at a location designated by Franchisor.

The total amount of required ongoing training and/or annual meetings will be five (5) days or less per year. Franchisor reserves the right to impose a reasonable fee for all additional training programs. Franchisee shall be responsible for any and all incidental expenses incurred by Franchisee or Franchisee's personnel in connection with additional training or attendance at Franchisor's national business meeting or annual convention, including, without limitation, costs of travel, lodging, meals, and wages. Franchisee's failure to attend and/or complete mandatory additional training or failure to attend Franchisor's national business meeting or annual convention is a default of this Agreement. Franchisee or Franchisee's principal(s) shall be required to obtain any missed mandatory additional training at a location Franchisor designates. Franchisee shall pay all costs and expenses for such additional training, including but not limited to, tuition at the then-current rate and any and all transportation, meals and lodging of Franchisee, Franchisee's principal, and Franchisor's training personnel. Franchisee shall pay to Franchisor any incurred expenses by Franchisor's training personnel within ten (10) days of Franchisor's billing thereof to Franchisee.

7.4 On-Site Remedial Training. Upon Franchisee's reasonable request or as Franchisor shall deem appropriate, Franchisor shall, during the term hereof, subject to the availability of personnel, provide Franchisee with additional trained representatives who shall provide on-site remedial training and assistance to Franchisee's personnel at the Franchised Business location. For any additional on-site training and assistance, Franchisee shall pay the per diem fee then being charged to franchisees under the System for the services of such trained representatives, plus their costs of travel, lodging, and meals.

7.5 Counseling and Assistance. In addition to visits by Franchisor's field representatives, as Franchisor deems appropriate, Franchisor shall, within reasonable limits and subject to the availability of Franchisor's personnel, upon Franchisee's request and at no charge, unless such assistance is provided at the Franchised Business pursuant to Section 7.4, furnish consultation and assistance to Franchisee, either in person or by telephone, fax, electronic mail or postal service, as determined by Franchisor, in Franchisor's sole discretion, with respect to the operation of the Franchised Business, including consultation and advice regarding employee training, marketing, operation issues, purchasing and inventory control, bookkeeping and System improvements.

8. FRANCHISED LOCATION REQUIREMENTS.

8.1 Site Selection.

8.1.1. Franchisee assumes all cost, liability, expense, and responsibility for obtaining and developing a site for the Franchised Business within the Territory and for constructing and equipping the Franchised Business at such site. Franchisee shall not make any binding commitment to a prospective vendor or lessor of real estate with respect to a site for the Franchised Business unless the site location is approved by Franchisor. While Franchisor may render assistance to Franchisee in the selection of a site, as set forth in Section 8.1.2 below, Franchisee has sole responsibility for procuring and developing a site for the Franchised Business and Franchisee may and is encouraged to consult with professionals of Franchisee's choosing in discharging such responsibility. Franchisee acknowledges that Franchisor's approval of a prospective site location is permission only, does not constitute a representation, promise, warranty, or guarantee, express or implied, by Franchisor that the Franchised Business operated at that site will be profitable or otherwise successful, and cannot, and does not, create a liability for Franchisor. Franchisee releases Franchisor from any claims over the site location selection and evaluation by Franchisor, and Franchisee shall hold Franchisor harmless with respect to Franchisee's selection of the site for the Franchisee's Franchised Business.

8.1.2. Franchisee shall locate a site that satisfies the site selection guidelines provided to Franchisee by Franchisor and shall submit to Franchisor, in writing, a description of the site, together with written certification the site complies with Franchisor's site selection guidelines, and such other information and materials as Franchisor may reasonably require. Recognizing that time is of the essence, Franchisee shall submit such information and materials for a proposed site to Franchisor for its consent no later than thirty (30) days after the execution of this Agreement. Franchisor shall have thirty (30) days after receipt of this information and materials to consent, in its sole and absolute discretion, to the proposed site as the location for the Franchised Business. If Franchisor fails to respond to Franchisee's submission within thirty (30) days, such proposed site shall be deemed "disapproved". No site may be used for the location of the Franchised Business unless it is consented to in writing by the Franchisor.

8.1.3. Within thirty (30) days after the Franchisor has consented to the site for the Franchised Business (or such longer period as Franchisor consents to in writing), Franchisee shall execute a lease therefor and obtain physical possession of the premises. Any lease must include Franchisor's Collateral Assignment of Lease Agreement, a copy of which is attached hereto as Attachment 5. Failure by Franchisee to acquire the site for the Franchised Business within the time and in the manner required herein shall constitute a material event of default under this Agreement.

8.1.4. Upon consent by Franchisor to the location for the Franchised Business, Franchisor shall set forth the location and Territory on Attachment 2 of this Agreement and shall provide a copy thereof to Franchisee. Attachment 2, as completed by Franchisor, shall be incorporated herein and made a part hereof. Franchisee shall

notify Franchisor within fifteen (15) days of any error or rejection of Attachment 2; otherwise, Attachment 2 provided to Franchisee shall be deemed final.

8.2 Construction.

8.2.1. Franchisee shall be responsible for obtaining clearances that may be required by state or local laws, ordinances or regulations or that may be necessary as a result of any restrictive covenants relating to the Franchised Business premises; including but not necessarily limited to restrictions on noise, odors from paints and stains, required cross-ventilation, storage use, and disposal of paints and stains, and consumption of alcoholic beverages on the premises. Prior to beginning the construction of the Franchised Business, Franchisee shall (a) obtain all permits, licenses, insurance, and certifications required for the lawful construction or remodeling and operation of the Franchised Business, including, but not limited to, permits for the installation of signage, and (b) certify in writing to Franchisor that all required approvals, clearances, permits, insurance, and certifications have been obtained.

8.2.2. During the time of construction or remodeling, Franchisee shall provide Franchisor, or its designated representative, with such periodic reports regarding the progress in obtaining all licenses and permits; and of the construction or remodeling as may be reasonably requested by Franchisor or its representative. In addition, Franchisor or its representative may make such on-site inspections as it may deem reasonably necessary to evaluate such progress. At least thirty (30) days prior to completion of the construction or remodeling, Franchisee shall notify Franchisor of the scheduled date for completion of construction or remodeling. Within a reasonable time after the date of completion of construction or remodeling, Franchisor or its representative may, at its option, conduct an inspection of the completed Franchised Business.

8.2.3. Franchisee acknowledges and agrees that it will not open the Franchised Business for business without the written authorization of Franchisor and that authorization to open shall be conditioned upon Franchisee's strict compliance with this Agreement.

8.3 Time to Open. Franchisee acknowledges that time is of the essence in this Agreement. Upon Franchisee's compliance with the conditions stated below, Franchisee shall open the Franchised Business and commence business within one hundred and twenty (120) days after Franchisee has executed a lease for the premises, unless Franchisee obtains a written extension of such time period from Franchisor. The date the Franchised Business opens for business to the public shall be defined herein as the "Opening Date". Prior to the Opening Date, Franchisee shall (i) complete all exterior and interior preparations for the Franchised Business, including installation and cleaning of equipment, fixtures, furnishings and signs, in accordance with System requirements and the plans and specifications consented to by Franchisor, (ii) satisfactorily complete Franchisor's Initial Training Program, as further set forth in Article 7, (iii) hire and train staff, if required, and

(iv) obtain all required licenses to operate the Franchised Business. If Franchisee fails to comply with any of such obligations, Franchisor shall have the right to prohibit Franchisee from opening for business. Franchisee's failure to open the Franchised Business and commence business (i) in accordance with the foregoing and (ii) within six (6) months following the date of this Agreement, unless otherwise extended by Franchisor, shall be deemed a material event of default under this Agreement.

8.4 No Relocation. Franchisee's rights to operate the Franchised Business shall be limited to the location set forth in Attachment 2, and no other. Franchisee shall not relocate the Franchised Business at any time without Franchisor's written approval, which approval shall be granted in the sole discretion of Franchisor, and if permitted, shall be at Franchisee's sole expense, and subject to the following:

8.4.1. Franchisee shall pay to Franchisor a relocation fee equal to One Thousand Dollars ($1,000.00).

8.4.2. Franchisee shall construct and develop the new premises to conform to Franchisor's then-current specifications for design, appearance and leasehold improvements for new Franchised Businesses;

8.4.3. Franchisee shall remove any signs or other property from the original Franchised Business location which identified the original Franchise Business location as part of the System;

8.4.4. Franchisee agrees that, during the build-out, decorating and furnishing of the new location, and at Franchisor's sole and absolute discretion: (i) the term of this Agreement shall not be abated, and (ii) Franchisee shall remain liable to pay a minimum Royalty Fee that is equal to the average amount paid by Franchisee during the four (4) calendar quarters immediately preceding the date that operations cease or the shorter period that Franchisee had been in business at the original Franchised Business location; and

8.4.5. The parties shall amend Attachment 2 to reflect the address of the new Franchised Business location.

8.4.6. If a relocation site acceptable to Franchisor is not identified within ninety (90) days following Franchisee's request to relocate, either party may terminate this Agreement.

9. MAINTENANCE AND IMPROVEMENT OF THE FRANCHISED LOCATION AND SYSTEM.

9.1 Maintenance of Franchised Business Location. Franchisee shall equip and maintain the Franchised Business location, equipment, and all required computer hardware and software and related accessories to the standards of décor, sanitation, repair, and condition required by Franchisor, which standards are specified in the Manual and other written directives,

standards, and specifications. Franchisee, at Franchisee's expense, shall make such additions, alterations, repairs, refurbishing and replacements as may be required to comply with Franchisor's standards, including, without limitation, periodic repainting and repairs or replacement of worn or impaired décor, materials, furniture, fixtures, equipment, and signage as Franchisor may direct.

9.2 Inspections. Franchisee shall operate and maintain the Franchised Business and Franchised Business location in conformance with best practices for food and beverage storage, handling, preparation, service, and disposal and in a manner that will insure the highest possible rating for businesses of like kind from the governmental authorities that may inspect such businesses in the Territory. Franchisee shall submit to Franchisor a copy of any inspection reports. It shall be a default of this Agreement if, upon inspection, Franchisee does not obtain such rating or if Franchisee fails to operate in accordance with the general standards of quality, maintenance, repairs, and sanitation required by the System and this Section 9.2, and Franchisor may, at its option, terminate this Agreement.

9.3 Equipment and Technology Updates. Franchisee shall make any and all upgrades to equipment, including but not limited to, design, display and storage equipment, POS Systems, and computer hardware and software, and any technology used in conjunction therewith, as Franchisor requires in its sole and absolute discretion.

9.4 Trade Dress Modifications.

9.4.1. Franchisee is aware that to maintain and improve the image and reputation of the System, Franchisor, in its sole discretion, may change and modify identifying elements of the System, including but not limited to, the adoption and use of new or modified exterior building designs, interior decors, color schemes, marks, and/or furnishings (collectively, "Trade Dress Modifications").

9.4.2. Franchisee shall refurbish the Franchised Business location or modify identifying elements of the Franchised Business, at Franchisee's sole expense, as required by Franchisor, but not more frequently than every five (5) years, to conform to Trade Dress Modifications. This includes, without limitation, structural changes, remodeling, redecoration, and modifications to existing improvements. Notwithstanding the foregoing restriction on the frequency of Trade Dress Modifications, Franchisee, upon notice by Franchisor and in accordance with Section 14.6 hereof, shall immediately discontinue the use of any Mark that is no longer desirable or available to Franchisor and substitute a different Mark or Marks as Franchisor directs.

9.4.3. Franchisee will accept, use and display any such Trade Dress Modifications as if they were a part of this Franchise Agreement at the time of execution hereof.

9.5 No Liability/Waiver of Claims. Franchisor shall not be liable to Franchisee for any expenses, losses or damage sustained by Franchisee as a result of any of the modifications, including Trade Dress Modifications, required by this Article 9. Franchisee hereby covenants not to commence or join in any litigation or other

proceeding against Franchisor or any third party, complaining of any such or seeking expenses, losses or damages caused thereby. Further, Franchisee expressly waives any claims, demands or damages arising from or related to the modifications contemplated by this Article 9, including, without limitation, any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing.

9.6 Franchisee Advisory Council. Franchisor reserves the right to create (and if created, the right to change or dissolve) a franchisee advisory council as a formal means for System franchisees to communicate ideas. In the event a franchisee advisory council is created, Franchisor may invite Franchisee to participate in council-related activities and meetings, which invitation may be based on a franchisee's level of success, superior performance, and profitability.

10. FRANCHISOR'S OBLIGATIONS.

Franchisor and/or its designated representative will provide the services described below:

10.1 Site Selection Guidelines. Site selection criteria, as Franchisor may deem advisable. Franchisor shall also approve the site in accordance with Section 8.1.2.

10.2 Construction. Provide Franchisee criteria and specifications for a Fox's Pizza Den franchise. Such criteria and specifications include, but are not necessarily limited to, criteria with respect to required food storage and preparation and ventilation systems. Franchisee shall independently, and at Franchisee's expense, have such criteria and specifications incorporated into the construction of the Franchised Business in accordance with Article 8.

10.3 Manual. Provide Franchisee access to the Confidential Operations Manual and such other manuals and written materials as Franchisor may hereafter develop for use by franchisees, as the same may be revised by Franchisor from time to time. Such documents may be provided electronically or via the Internet, at Franchisor's sole and absolute discretion.

10.4 Inspection. Inspection of the Franchised Business and evaluations of the products sold and services rendered therein whenever reasonably determined by Franchisor.

10.5 Pre-Opening Requirements. Provide Franchisee with a written list of equipment, fixtures, furnishings, signage, supplies and products that will be required and/or recommended to open the Franchised Business for business.

10.6 Advertising Materials. Provide samples or camera-ready artwork of certain advertising and promotional materials and information developed by Franchisor from time to time for use by Franchisee in marketing and conducting local advertising for the Franchised Business.

10.7 List of Suppliers. Make available from time to time, and amend as deemed appropriate by Franchisor, a list of approved and/or recommended suppliers of products and services for System franchisees.

10.8 Training. The training program specified in Article 7 herein.

11. FRANCHISEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS.

11.1 Best Efforts. Franchisee, including each of Franchisee's principals covenants and agrees that he or she shall make all commercially reasonable efforts to operate the Franchised Business so as to achieve optimum sales.

11.2 Corporate Representations. If Franchisee is a corporation, partnership, limited liability company, or other legal entity, Franchisee and each principal represent, warrant, and covenant that:

11.2.1. Franchisee is duly organized and validly existing under the state law of its formation;

11.2.2. Franchisee is duly qualified and is authorized to do business in the jurisdiction of the Franchised Business location and the Territory;

11.2.3. Franchisee's organizational documents shall at all times provide that the activities of Franchisee are confined exclusively to the operation of the Franchise granted herein, unless otherwise consented to in writing by Franchisor, which consent may be withheld by Franchisor in Franchisor's sole discretion;

11.2.4. The execution of this Agreement and the consummation of the transactions contemplated hereby are within Franchisee's power and have been duly authorized by Franchisee;

11.2.5. Any financial statements and tax returns provided to Franchisor shall be certified as true, complete, and correct and shall have been prepared in conformity with generally accepted accounting principles applicable to the respective periods involved and, except as expressly described in the applicable notes, applied on a consistent basis. No material liabilities, adverse claims, commitments, or obligations of any nature exist as of the date of the statements or returns, whether accrued, unliquidated, absolute, contingent, or otherwise, that are not reflected as liabilities; and

11.3 Franchisee shall cause its principals to personally execute and bind himself or herself to the terms of a Guaranty, in the form attached as Attachment 7 hereof.

11.4 Legal Compliance. Franchisee shall comply with all federal, state, and local laws, rules and regulations and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Franchised Business. Such laws, rules and regulations shall include, without limitation, licenses to do business, health and sanitation inspections if required, fictitious name registrations, sales and other tax permits, fire and police department clearances, Americans With Disability Act compliance, health permits, certificates of occupancy, any permits, certificates or licenses required by any environmental federal, state or local law, rule or regulation and any other requirement, rule, law or regulation of any federal, state or local jurisdiction. Franchisee shall further comply with all industry's best practices with respect to the handling, storage and disposal of paints and stains, and studio ventilation systems.

11.5 Claims and Potential Claims. Franchisee shall notify Franchisor in writing within three (3) days of any incident or injury that could lead to, or the actual commencement of any action, suit or proceeding and of the issuance of any order, writ, injunction, award or decree of any court, agency, or other governmental instrumentality, which in any way relating to or affecting the operation or financial condition of the Franchised Business. Any and all media inquiries concerning the Franchised Business or Franchised Business location, including, but not limited to, the business operation and incidents and occurrences related to a customer or employee, shall be referred to Franchisor. Neither Franchisee, Franchisee's employees nor anyone on Franchisee's behalf may comment to any broadcast medium, except as directed by Franchisor.

11.6 Assignment of Numbers and Listings. At Franchisor's request, Franchisee shall execute such forms and documents included in Attachment 9 to appoint Franchisor its true and lawful attorney-in-fact, with full power and authority, for the sole purpose of assigning to Franchisor, Franchisee's telephone numbers and listings; and provide Franchisor with passwords and administrator rights for all email and social media accounts used or created by Franchisee. Upon the expiration or termination of this Agreement, Franchisor may exercise its authority, pursuant to such documents, to obtain any and all of Franchisee's rights to the telephone numbers of the Franchised Business and all related telephone directory listings and other business listings, and all Internet listings, domain names, Internet advertising, websites, listings with search engines, electronic mail addresses, social media, or any other similar listing or usages related to the Franchised Business.

11.7 Continuing Obligation. Franchisee and each principal acknowledge and agree that the representations, warranties, and covenants set forth in this Article 11 are continuing obligations of Franchisee and each principal, as applicable, and that any failure to comply with such representations, warranties and covenants shall constitute a material event of default under this Agreement. Franchisee and each principal shall cooperate with Franchisor in any efforts made by Franchisor to verify compliance with such representations, warranties, and covenants.

12. FRANCHISEE'S OPERATIONS.

12.1 Operation of Franchised Business Location. In order to maintain the highest degree of quality and service on a uniform System-wide basis, Franchisee shall operate the Franchised Business in conformity with the methods, standards and specifications prescribed by Franchisor. Franchisee agrees to comply with the Manual, as it is modified from time to time, and all directives, rules and procedures specified by Franchisor, and will, among other things:

12.1.1. Use only those furnishings, fixtures, décor, equipment, supplies, and signage that conform with Franchisor's specifications and/or which shall be purchased from only those vendors designated and approved by Franchisor;

12.1.2. Use only menus that are pre-approved by Franchisor;

12.1.3. Maintain and operate the Franchised Business location in attractive condition and good repair, using Franchisee's best efforts to maintain a clean, enjoyable and inviting atmosphere therein in accordance with System standards, the Manual and all other directives and requirements of Franchisor, and do such redecoration, repairing, refurbishing and restoration as from time to time may be reasonably required to meet System standards and Franchisor's requirements as they may be modified from time to time;

12.1.4. Procure the necessary licenses or permits to allow the operation of the Franchised Business and otherwise comply with all applicable governmental laws, ordinances, rules, and regulations including those related to health and sanitation;

12.1.5. Maintain sufficient inventories of ingredients and supplies, as prescribed by Franchisor;

12.1.6. Conduct sales in accordance with Franchisor's standards and specifications. Franchisee acknowledges and accepts that Franchisee may only engage in providing food and beverage service to end-users. Franchisee is expressly prohibited from selling products outside of the Franchised Business location, on the internet, to dealers and/or to distributors for subsequent resale, and engaging in such sales shall be a material default of this Agreement.

12.1.7. Employ only qualified individuals who are trained in accordance with Franchisor's standards, including but not limited to the protection of Franchisor's confidential and proprietary information, and who will at all times enhance Franchisor's brand and conduct themselves in a competent and courteous manner in accordance with this Agreement and the image and reputation of the System. Franchisee shall use its best efforts to ensure that Franchisee's employees maintain a neat and clean appearance, comply with dress code standards, and render competent and courteous service to patrons of the Franchised Business. Franchisee acknowledges and agrees that poorly trained employees, sloppy or unclean appearances and incompetent or

discourteous service are extremely damaging to the goodwill of the System and the Marks and are a material default of this Agreement;

12.1.8. Permit Franchisor or its agents, to inspect the Franchised Business location and any services, products, or equipment, to determine whether they meet Franchisor's then-current standards, specifications, and requirements. In addition to any other remedies Franchisor may have, Franchisee shall pay a Non-Compliance Fee as set forth at Section 6.7 hereto, and reimburse Franchisor for Franchisor's inspection costs of any item that does not conform to the System standards and specifications;

12.1.9. Prominently display signs in and upon the Franchised Business location using the Marks and/or other advertising and/or signs of such nature, form, color, number, location, and size, and containing such material, as Franchisor may from time to time reasonably direct or approve in writing; and to refrain from using any sign, advertising media, or identifying element of any kind to which Franchisor reasonably objects, including signs and advertising media which have been outdated. Upon giving Franchisee notice of its objection to same or upon termination hereof, Franchisor may at any time enter upon the Franchised Business location or elsewhere and remove any objectionable or non-approved sign, advertising media or identifying element and keep or destroy same without paying therefor or without being deemed guilty of trespass or any other tort; and

12.1.10. Conduct all advertising programs in a manner consistent with Franchisor's standards and specifications, in a manner satisfactory to Franchisor and that will not detract from the reputation of the System or the Marks.

12.2 Bookkeeping and Reports.

12.2.1. Franchisee agrees to keep and maintain complete and accurate books and records of its transactions and business operations using the accounting procedures specified by Franchisor. Franchisee agrees to purchase the computer systems specified in Section 12.3 to maintain the records and accounts of the Franchisee to the standards of the Franchisor.

12.2.2. Franchisor shall have the right at all reasonable times to examine, at its expense, Franchisee's books, records, and tax returns. If Franchisor's examination finds that any Gross Sales Report was understated by two percent (2%) or more, Franchisee shall reimburse Franchisor for the cost of such examination and pay the Franchisor the amounts due together with interest thereon at the rate provided herein. Such understatement may be considered a material default hereunder. Two (2) such understatements during the term of this Agreement may, at the option of Franchisor, be considered an incurable default and thereby subject to termination as provided herein.

12.3 Computer Systems.

12.3.1. Franchisee, at Franchisee's sole expense, shall install and maintain the POS System and computer hardware and software Franchisor requires for the operation of the Franchised Business including online ordering and shall follow the procedures related thereto that Franchisor specifies in the Manual or otherwise in writing.

12.3.2. Franchisor may require Franchisee, at Franchisee's sole expense, to install and maintain systems and web-based payment processing accounts that permit Franchisor to independently and electronically access and retrieve any information stored in Franchisee's POS, other computer systems and web-based payment processing accounts. Franchisee shall execute such documents as Franchisor deems necessary to permit Franchisor to independently and electronically access and retrieve all information stored on Franchisee's POS.

12.3.3 Any and all customer data collected or provided by Franchisee, retrieved from Franchisee's POS System, or otherwise collected from Franchisee by Franchisor or provided to Franchisor, is and will be owned exclusively by Franchisor and will be considered to be Franchisor's proprietary and Confidential Information. Franchisor has the right to use such data in any manner without compensation to Franchisee. Franchisor licenses to Franchisee the use of such data solely for the purpose of operating the Franchised Business; provided that, this license shall automatically and irrevocably terminate, without any additional action or notice required by Franchisor, upon the expiration or earlier termination of this Agreement.

12.3.4. Franchisor may require Franchisee, at Franchisee's sole expense, to enter into software license agreements in the form that Franchisor requires for software Franchisor develops or acquires for use in the System.

12.3.5. Franchisee shall have and maintain adequate hardware and software in order to access the Internet at the speed required by Franchisor from time to time. Franchisee shall utilize the electronic mail account provided by Franchisor. Franchisee shall promptly read and respond to all electronic mail related to the Franchised Business no less often than on a daily basis and shall accept and acknowledge receipt of all electronic mail sent by Franchisor. Franchisee shall not establish any website or other listing on the Internet except as provided and specifically permitted herein.

12.3.6. Franchisor has established a website that provides information about the System and the products and services offered by the Fox's Franchise System (the "Website"). Franchisor has sole discretion and control over the Website. Franchisor shall include a listing on its Website linking Franchisee's Franchised Business location and calendar. Franchisee has no ownership or other proprietary rights to Franchisor's website and Franchisee will lose all rights to such link to Franchisee's location upon expiration or termination of this Agreement for any reason.

12.3.7. In addition to Franchisee's obligations pursuant to Section 6.4 hereof, Franchisee shall pay all other fees and expenses for technology required by this Agreement, including but not limited to, the costs of computer hardware and software, regularly recurring fees for software and Internet access, license fees, help desk fees, licensing or user-based fees for a franchise portal or a benchmarking platform.

12.4 Safety and Security of Premises. Franchisee is solely responsible for the safety and security of the Franchised Business location for Franchisee, Franchisee's personnel, customers, agents, and the general public. Any suggestions by Franchisor on such matters are for guidance only and not binding on Franchisee. All matters of safety and security are within Franchisee's discretion and control, and Franchisee's indemnification obligations set forth in Section 15.6 hereof shall apply to any claims made against Franchisor regarding safety or security.

12.5 Prices. Subject to applicable law, Franchisor will recommend minimum and maximum prices for services and products offered by Franchisee, which may vary depending on geographic and other market conditions. Franchisee acknowledges that Franchisor has made no guarantee or warranty that offering services or products at any particular price will enhance Franchisee's sales or profits.

12.6 Suppliers. The taste, quality and uniformity of pizza and other food items prepared under the Franchisor's System require the use of certain ingredients and the Franchisee may purchase only those ingredients that conform to the specifications and quality standards established by the Franchisor from time to time in its sole discretion. The Franchisor may, in its sole discretion, require that the ingredients used in the preparation of pizza and other food items be purchased exclusively from suppliers approved or licensed by Franchisor and that any such ingredients not theretofore approved by the Franchisor as conforming to its specifications and quality standards be submitted for examination and/or testing by the Franchisor prior to use by Franchisee in the preparation of pizza and other food items sold under the Franchisor's name. Franchisee may purchase from any approved source, ingredients used in the preparation of pizza and other food items that Franchisor has approved as conforming to its specifications and quality standards. Franchisee must maintain records showing where each of its supplies and ingredients are purchased and must promptly supply this information to Franchisor upon request. Failure to comply with this provision may result in the assessment of non-compliance fee as set forth herein at Section 6.7 of this Agreement.

12.7 External Quality Assurance Services. Franchisor reserves the right to establish quality assurance programs conducted by third-party providers, including, but not limited to, mystery shop programs and periodic quality assurance audits ("Quality Review Services"). Upon Franchisor's request and at Franchisee's sole cost and expense, Franchisee shall subscribe to any such third-party provider for Quality Review Services to monitor the operations of the Franchised Business as directed by Franchisor.

12.8 Variations in Standards. Notwithstanding anything to the contrary contained in this Agreement and this Section 12 in particular, Franchisee acknowledges and agrees that

because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor specifically reserves the right and privilege, at its sole discretion and as it may deem in the best interests of all concerned in any specific instance, to vary performance standards for some franchisees based upon the peculiarities and characteristics of the particular site or circumstance, business potential, existing business practices or any other condition which Franchisor deems to be of importance to the successful operation of such particular franchise business. Franchisor has full rights to vary standard specifications and practices for any other franchisee at any time without giving Franchisee comparable rights. Franchisee shall not be entitled to require Franchisor to disclose or grant to Franchisee a like or similar variation.

13. ADVERTISING, PROMOTIONS AND RELATED FEES.

13.1 Advertising Programs. Franchisor may from time to time develop and administer advertising and sales promotion programs designed to promote and enhance the collective success of all Franchised Businesses operating under the System. Franchisee shall participate in all such advertising and sales promotion programs in accordance with the terms and conditions established by Franchisor from time to time for each program. In all aspects of these programs, including, without limitation, the type, quantity, timing, placement and choice of media, market areas and advertising agencies, the standards and specifications established by Franchisor, as modified from time to time, shall be final and binding upon Franchisee.

13.2 Local Advertising.

13.2.1. You are not required but we recommend you spend up to 1% of Gross Sales annually on advertising for the Restaurant in Your Area of Primary Responsibility for Local Advertising. Upon Franchisor's request, Franchisee shall furnish Franchisor with a quarterly report and documentation of local advertising expenditures during the previous calendar quarter. Franchisee may not use social media platforms, such as Facebook, Twitter, LinkedIn, Instagram, blogs, or other networking and sharing websites, unless Franchisee first receives Franchisor's written approval to do so, and such use is in strict accordance with Franchisor's requirements. Franchisee shall adhere to and comply with such marketing, promotion and awareness-generating activities as Franchisor may require at Franchisee's sole expense.

13.2.2. In addition to the requirements of Section 13.2.1, during the opening of the Franchised Business, Franchisee shall conduct, at its own expense, a grand opening marketing campaign in the Territory including such marketing, promotion and awareness-generating activities as Franchisor may require.

13.3 Regional Advertising. Franchisor reserves the right to establish, in Franchisor's sole discretion, a regional advertising cooperative. If a regional cooperative is established during the term of this Agreement, Franchisee agrees to sign all documents Franchisor

requests to become a member of the cooperative according to the terms of the documents. If Franchisor establishes a regional cooperative, Franchisee agrees to contribute amounts Franchisor requires, in addition to required Brand Fund Contributions.

13.4 Directory Listings. Franchisee may not maintain any business profile on Facebook, Twitter, LinkedIn, YouTube, or any other social media and/or networking site without Franchisor's prior written approval and in strict accordance with Franchisor's requirements.

13.5 Approval of Advertising. All advertising and promotion by Franchisee, in any medium, shall be conducted in a professional manner and shall conform to the standards and requirements of Franchisor as set forth in the Manual or otherwise. Franchisee shall submit to Franchisor for its approval samples of all advertising, press releases, promotional plans and materials and public relations programs that Franchisee desires to use, including, without limitation, any materials in digital, electronic, or computerized form, or in any form of media now or hereafter developed that have not been either provided or previously approved by Franchisor. Franchisor shall approve or disapprove such plans and materials within five (5) business days of Franchisor's receipt thereof. If Franchisor fails to respond to Franchisee's submission within five (5) business days, such plans and materials shall be deemed "disapproved". Franchisee shall not use such unapproved plans or materials until they have been approved by Franchisor in writing and shall promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved, upon notice from Franchisor. Any advertising, marketing or sales concepts, programs or materials proposed or developed by Franchisee for the Fox's Franchise System brand and approved by Franchisor may be used by other System franchisees without any compensation to Franchisee.

13.6 Brand Fund. In addition to the Royalty Fee described in Section 6.1.2, you agree to contribute one and one-half percent (1.5%) of the Gross Sales of the Restaurant for each week to the Brand Fund ("Advertising Fee"), such fee to be paid to us at the same time and in the same manner as the Royalty Fee.

14. INTELLECTUAL PROPERTY.

14.1 Ownership.

14.1.1. Franchisee expressly understands and acknowledges that Fox's Pizza Den, Inc. ("Licensor") is the record owner of the Marks. Franchisor holds the exclusive right to license the Marks to franchisees of the System for use pursuant to the System. Franchisee further expressly understands and acknowledges that Franchisor and/or Licensor claims copyrights on certain material used in the System, including but not limited to its website, documents, project designs, advertisements, promotional materials, and the Manual, whether or not Franchisor has filed for copyrights thereto with the U.S. Copyright Office. The Marks and copyrights, along with

Franchisor's trade secrets, service marks, trade dress and proprietary systems are hereafter collectively referred to as the "Intellectual Property".

14.1.2. As between Franchisor and Franchisee, Licensor and Franchisor are the owner of all right, title and interest in and to the Intellectual Property and the goodwill associated with and symbolized by them.

14.2 No Interference. Neither Franchisee nor any principal shall take any action that would prejudice or interfere with the validity of Franchisor's or Licensor's rights with respect to the Intellectual Property. Nothing in this Agreement shall give the Franchisee any right, title, or interest in or to any of the Intellectual Property or any of Franchisor's or Licensor's service marks, trademarks, trade names, trade dress, logos, copyrights or proprietary materials, except the right to use the Intellectual Property and the System in accordance with the terms and conditions of this Agreement for the operation of a Franchised Business and only at or from the Franchised Business location or in approved advertising related to the Franchised Business.

14.3 Goodwill. Franchisee understands and agrees that any and all goodwill arising from Franchisee's use of the Intellectual Property and the System shall inure solely and exclusively to the benefit of Franchisor and Licensor, and upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the Intellectual Property.

14.4 Validity. Franchisee shall not contest the validity of, or Franchisor's or Licensor's interest in, the Intellectual Property or assist others to contest the validity of, or Franchisor's or Licensor's interest in, the Intellectual Property.

14.5 Infringement. Franchisee acknowledges that any unauthorized use of the Intellectual Property shall constitute an infringement of Franchisor's or Licensor's rights in the Intellectual Property and a material event of default hereunder. Franchisee shall provide Franchisor or Licensor with all assignments, affidavits, documents, information and assistance Franchisor or Licensor reasonably requests to fully vest in Franchisor or Licensor all such rights, title and interest in and to the Intellectual Property, including all such items as are reasonably requested by Franchisor or Licensor to register, maintain and enforce such rights in the Intellectual Property.

14.6 Substitution. Franchisor reserves the right to substitute different Marks for use in identifying the System and the Franchised Business, if it in its sole discretion, determines that substitution of different Marks will be beneficial to the System. Franchisor will not be liable to Franchisee for any expenses, losses or damage sustained by Franchisee as a result of any additions, modifications, substitutions, or discontinuation of the Marks. Franchisee covenants not to commence or join in any litigation or other proceeding against Franchisor for any of these expenses, losses, or damages.

14.7 Franchisee's Use of the Intellectual Property. With respect to Franchisee's use of the Intellectual Property pursuant to this Agreement, Franchisee further agrees that:

14.7.1 Unless otherwise authorized or required by Franchisor, Franchisee shall advertise the Franchised Business only under the Marks "Fox's Pizza Den" and design. Franchisee shall not use the Marks as part of its corporate or other legal name. All fictitious names used by Franchisee shall bear the designation "a franchisee of Fox's Pizza Den, Inc.".

14.7.2. Franchisee shall identify itself as the owner of the Franchised Business and as an independent Fox's Pizza Den franchisee in conjunction with any use of the Intellectual Property, including, but not limited to, uses on invoices, order forms, receipts, and contracts, as well as the display of a notice in such content and form and at such conspicuous locations on the premises of the Franchised Business as Franchisor may designate in writing.

14.7.3. Franchisee shall not use the Intellectual Property to incur any obligation or indebtedness on behalf of Franchisor.

14.7.4. Any item offered by Franchisee that contains the Marks, must be approved by Franchisor in writing prior to being distributed or sold by Franchisee and such approval may be granted or denied in Franchisor's sole and absolute discretion.

14.8 Claims. Franchisee shall notify Franchisor immediately via both email and telephone, of any apparent infringement of or challenge to Franchisee's use of any Intellectual Property and of any claim by any person of any rights in any Intellectual Property. Franchisee shall not communicate with any person other than Franchisor or any designated affiliate thereof, their counsel and Franchisee's counsel in connection with any such infringement, challenge, or claim. Franchisor shall have complete discretion to take such action as it deems appropriate in connection with the foregoing, and the right to control exclusively, or to delegate control to any of its affiliates of, any settlement, litigation or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to any Intellectual Property. Franchisee agrees to execute any and all instruments and documents, render such assistance, and do such acts or things as may, in the opinion of Franchisor, reasonably be necessary or advisable to protect and maintain the interests of Franchisor or any other person or entity in any litigation or other proceeding or to otherwise protect and maintain the interests of Franchisor or any other interested party in the Intellectual Property. Franchisor will indemnify and defend Franchisee against and reimburse Franchisee for actual damages (including settlement amounts) for which Franchisee is held liable in any proceeding arising out of Franchisee's use of any of the Intellectual Property that infringes on the rights of any other party, provided that the conduct of Franchisee with respect to such proceeding and use of the Intellectual Property is in full compliance with the terms of this Agreement.

14.9 Franchisor may use and grant franchises and licenses to others to use the Intellectual Property and the System and to establish, develop and franchise other systems, different

from the System licensed to Franchisee herein, without offering or providing Franchisee any rights in, to or under such other systems and Franchisor may modify or change, in whole or in part, any aspect of the Intellectual Property or the System, so long as Franchisee's rights thereto are in no way materially harmed thereby.

14.10 Franchisee shall not register or attempt to register the Intellectual Property in Franchisee's name or that of any other person, firm, entity, or corporation.

15. INSURANCE AND INDEMNIFICATION.

15.1 Procurement. Franchisee shall procure, prior to the commencement of any operations under this Agreement, and thereafter maintain in full force and effect during the term of this Agreement at Franchisee's sole cost and expense and to Franchisor's sole satisfaction, insurance policies protecting Franchisee and Franchisor, and naming Franchisor, its officers, directors, partners, owners, employees and affiliates as additional insureds as their interests may appear, in the following minimum limits (except as additional coverage and higher policy limits may reasonably be specified from time to time in the Manual or otherwise in writing):

15.1.1. Liability. Commercial general liability insurance, including contractual liability, public liability, personal injury, products liability, and advertising injury coverage in the amount of at least One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in aggregate;

15.1.2. Employment. Worker's compensation coverage in the limits required by the state in which the Franchised Business is located and operated, as well as such other insurance as may be required by statute or rule of the state in which the Franchised Business is located and operated;

15.1.3 Business Interruption. Business interruption insurance to cover payments to Franchisor of Royalties and Brand Fund Contributions during the business interruption; and

15.1.4 Property. Fire, vandalism, and extended coverage insurance for property damage with primary and excess limits to cover the full replacement value of the leasehold improvements, computer systems, and other personal property of the Franchised Business; and

15.1.5 Automobile. Prior to operation of any vehicle on behalf of the Franchised Business, Franchisee must obtain comprehensive automobile liability insurance in the amount of at least a combined single limit for bodily injury and property damage, and third-party delivery operations, of at least One Million Dollars ($1,000,000), or greater if required by state law.

15.2 Evidence of Insurance. Franchisee shall deliver to, and maintain at all times with Franchisor, current Certificates of Insurance evidencing the existence and continuation

of the required coverages. In addition, if requested by Franchisor, Franchisee shall deliver to Franchisor a copy of the insurance policy or policies required hereunder.

15.3 Failure to Procure. If, for any reason, Franchisee should fail to procure or maintain the insurance required by this Agreement as revised from time to time for all franchisees by the Manual or otherwise in writing, Franchisor shall have the right and authority (without, however, any obligation) to immediately procure such insurance and to charge Franchisee for the cost thereof together with a reasonable fee for Franchisor's expenses in so acting, including all attorneys' fees. Franchisee shall pay Franchisor immediately upon notice by Franchisor to Franchisee that Franchisor has undertaken such action and the cost thereof.

15.4 Increase in Coverage. The levels and types of insurance stated herein are minimum requirements. Franchisor reserves the right to raise the required minimum requirements for any type of insurance or add additional types of insurance requirements as Franchisor deems reasonably prudent to require. Within thirty (30) days of any such required new limits or types of coverage, Franchisee must submit proof to Franchisor of Franchisee's coverage pursuant to Franchisor's requirements.

15.5 Additional Insured. All required insurance policies shall name Franchisor and their affiliates and their members, officers, agents, and employees as additional insureds as their interests may appear. All public liability policies shall contain a provision that the additional insureds, although named as insureds, shall nevertheless be entitled to recover under such policies on any loss caused by Franchisee or Franchisee's servants, agents, or employees.

15.6 Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, FRANCHISEE AGREES TO EXONERATE AND INDEMNIFY AND HOLD HARMLESS FOX'S PIZZA DEN, INC., FANCY FOX, LLC, FOX'S PIZZA DISTRIBUTION, INC. AND ALL OF THE ABOVE'S PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES (COLLECTIVELY REFERRED TO AS THE "FOX'S INDEMNITEES") AS WELL AS THE FOX'S PIZZA DEN INDEMNITEES' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES, FROM ALL CLAIMS BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATED TO THE OPERATION, CONDITION, OR ANY PART OF FRANCHISEE'S FOX'S PIZZA DEN FRANCHISE, THE FRANCHISED BUSINESS, THE PRODUCTS, THE PREMISES, OR ANY ASPECT OF THE REAL ESTATE CONNECTED TO FRANCHISEE'S FRANCHISED BUSINESS, WHETHER CAUSED BY FRANCHISEE, FRANCHISEE'S AGENTS OR EMPLOYEES, OR ARISING FROM FRANCHISEE'S ADVERTISING OR BUSINESS PRACTICES, REGARDLESS OF WHETHER THE ALLEGED INJURY OR LIABILITY IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE FOX'S PIZZA DEN INDEMNITEES. FRANCHISEE AGREES TO PAY FOR ALL THE FOX'S PIZZA DEN INDEMNITEES' LOSSES, EXPENSES (INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES) OR CONCURRENT OR CONTRIBUTING LIABILITY INCURRED IN CONNECTION WITH ANY ACTION,

SUIT, PROCEEDING, INQUIRY (REGARDLESS OF WHETHER THE SAME IS REDUCED TO JUDGMENT OR DETERMINATION), OR ANY SETTLEMENT THEREOF FOR THE INDEMNIFICATION GRANTED BY FRANCHISEE HEREUNDER. THE FOX'S PIZZA DEN INDEMNITEES SHALL HAVE THE RIGHT TO SELECT AND APPOINT INDEPENDENT COUNSEL TO REPRESENT ANY OF THE FOX'S PIZZA DEN INDEMNITEES IN ANY ACTION OR PROCEEDING COVERED BY THIS INDEMNITY. FRANCHISEE AGREES THAT TO HOLD THE FOX'S PIZZA DEN INDEMNITEES HARMLESS, FRANCHSIEE WILL REIMBURSE THE FOX'S PIZZA DEN INDEMNITEES AS THE COSTS AND EXPENSES ARE INCURRED BY THE FOX'S INDEMNITEES.

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15.7 Insurance Provider. Franchisor reserves the right to designate an approved insurance provider, and if we do, or if we incorporate a group insurance, Franchisee agrees to use Franchisor's approved insurance provider. Franchisor may also require all stores that deliver to have non owned auto insurance.

16. TRANSFERS.

16.1 Transfers by Franchisor.

16.1.1. Franchisor shall have the right to assign this Agreement, and all of Franchisor's rights and privileges hereunder, to any person, firm, corporation, or other entity, without Franchisee's permission or prior knowledge, provided that, with respect to any assignment resulting in the subsequent performance by the assignee of Franchisor's obligations, the assignee shall expressly assume and agree to perform Franchisor's obligations hereunder. Specifically, and without limitation to the foregoing, Franchisee expressly affirms and agrees that Franchisor may: (i) sell Franchisor's assets and Franchisor's rights to the Marks and the System outright to a third party; (ii) engage in a public or private placement of some or all of Franchisor's securities; (iii) merge, acquire other corporations, or be acquired by another corporation, including competitors; (iv) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring; and (v) with regard to any or all of the above sales, assignments and dispositions, Franchisee expressly and specifically waives any claims, demands or damages arising from or relating to the loss of association with or identification of Franchisor. Nothing contained in this Agreement shall require Franchisor to remain in the business franchised herein or to offer the same products and services, whether or not bearing the Marks, in the event that Franchisor exercises its prerogative hereunder to assign Franchisor's rights in this Agreement.

16.1.2. Franchisee agrees that Franchisor has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that

chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities operating under the Marks or any other marks following Franchisor's purchase, merger, acquisition or affiliation, regardless of the location of the facilities (which Franchisee acknowledges may be within the Territory, proximate thereto, or proximate to any of Franchisee's locations). However, Franchisor represents that it will not convert any such acquired facilities that are operating within the Territory to a Fox's Pizza Den franchise during the Term of this Agreement.

16.1.3. If Franchisor assigns its rights in this Agreement, nothing herein shall be deemed to require Franchisor to remain in the food business or to offer or sell any products or services to Franchisee.

16.2 Restrictions on Transfers by Franchisee. Franchisee's rights and duties under this Agreement are personal to Franchisee and Franchisor has made this Agreement with Franchisee in reliance on Franchisor's perceptions of the individual and collective character, skill, aptitude, attitude, business ability, and financial capacity of Franchisee. Thus, no transfer, as hereafter defined, may be made without Franchisor's prior written approval. Franchisor may void any transfer made without such approval.

16.3 Transfers by Franchisee. Franchisee shall not directly or indirectly sell, assign, transfer, give, devise, convey or encumber this Agreement or any right or interest herein or hereunder (a "Transfer"), the Franchise, the Franchised Business, or any assets thereof (except in the ordinary course of business) or suffer or permit any such assignment, transfer, or encumbrance to occur by operation of law unless it first obtains the written consent of Franchisor. A transfer of any stock in the Franchisee if it is a corporation or a transfer of any ownership rights in Franchisee if it is a partnership, a limited liability company or limited partnership shall be considered a Transfer restricted hereunder. If Franchisee has complied fully with this Agreement and subject to Franchisor's Right of First Refusal set forth in Section 16.6, Franchisor will not unreasonably withhold its consent of a Transfer that meets the following requirements:

16.3.1. The proposed transferee and all its principals must have the demeanor, and be individuals of good character, and otherwise meet Franchisor's then-applicable standards for franchisees.

16.3.2. The transferee must have sufficient business experience, aptitude, and financial resources to operate the Franchised Business and to comply with this Agreement;

16.3.3. The transferee has agreed to complete Franchisor's Initial Training Program to Franchisor's satisfaction;

16.3.4. Franchisee has paid all amounts owed to Franchisor and third-party creditors;

16.3.5. The transferee has executed Franchisor's then-standard form of Franchise Agreement, which may have terms and conditions different from this Agreement, except that the transferee shall not be required to pay the Initial Franchise Fee;

16.3.6. Franchisee and the transferee and each of Franchisee's and the transferee's Principals shall have executed a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and Franchisor's officers, directors, shareholders, members and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances. Franchisee will agree to subordinate any claims Franchisee may have against the transferee to Franchisor, and indemnify Franchisor against any claims by the transferee relating to misrepresentations in the transfer process, specifically excluding those representations made by Franchisor in the Franchise Disclosure Document given to the transferee;

16.3.7. Franchisor has granted written approval of the material terms and conditions of the Transfer, including, without limitation, that the price and terms of payment will not adversely affect the Franchised Business's operation. However, Franchisor's approval of a Transfer is not in any way a representation or warranty of the transferee's success or the soundness of transferee's decision to purchase the Franchise on such terms and conditions. Franchisee shall provide Franchisor all proposed transfer documents for Franchisor's review at least thirty (30) days prior to a closing of the proposed Transfer;

16.3.8. If Franchisee or any Principal finances any part of the sale price of the Transfer, Franchisee agrees that all obligations of the transferee under any notes, agreements or security interests to Franchisee shall be subordinate to the transferee's obligations to Franchisor; and

16.3.9. If consent is required, the lessor of the Franchised Business's premises consents to the assignment or further sublet of the premises to the transferee.

16.4 Transfer Fee. As a condition to any Transfer, Franchisee must satisfy all existing obligations to Franchisor, including the training costs incurred by the Franchisor as a result of the transfer, but not less than a $3,000 transfer administrative fee together with a training fee at Franchisor's discretion of up to $7,000.

16.5 Entity Formation Documents. The By-Laws of a corporation or Operating Agreement of a limited liability company of a Franchisee that is an entity must state that (i) the issuance and assignment of any interest in Franchisee are restricted by this Article 16; (ii) Franchisee may conduct no business except the operation of a Franchised Business pursuant to the terms of this Agreement; (iii) transfers of interests in Franchisee are subject to the terms of this Agreement governing transfers; and (iv) stock or member certificates will contain a legend so indicating.

16.6 Franchisor 's Right of First Refusal.

16.6.1. If Franchisee wishes to transfer all or part of its interest in the Franchised Business or this Agreement or if a principal wishes to transfer any ownership interest in Franchisee, pursuant to any bona fide offer to purchase such interest, then Franchisee shall promptly notify Franchisor in writing of each such offer, and shall provide such information and documentation relating to the offer as Franchisor may require.

16.6.2. Franchisor has the right, exercisable by written notice to Franchisee within thirty (30) days after receipt of written notification and copies of all documentation required by Franchisor describing such offer, to buy the interest in this Agreement and the Franchised Business for the price and on the terms and conditions contained in the offer, subject to Section 16.6.3.

16.6.3. Franchisee further agrees, in the event Franchisor exercises its right of first refusal, notwithstanding anything to the contrary contained in the offer, that (i) Franchisor may substitute cash for any other form of consideration contained in the offer; (ii) at Franchisor 's option, Franchisor may pay the entire purchase price at closing; (iii) Franchisor 's credit will be deemed equal to the credit of any proposed transferee; (vi) Franchisor will ninety (90) days to close the purchase; and (v) Franchisor will be entitled to receive from the Franchisee all customary representations and warranties given by a seller of the assets of a business or equity interest in an entity, as applicable.

16.6.4. If Franchisor does not exercise its right to buy within thirty (30) days, Franchisee may thereafter transfer the interest to the transferee on terms no more favorable than those disclosed to Franchisor, provided that such transfer is subject to Franchisor's prior written approval pursuant to Section 16.3 hereof. However, if (i) the sale to the transferee is not completed within one hundred twenty (120) days after the offer is given to Franchisor or (ii) there is any material change in the terms of the offer, the offer will again be subject to Franchisor's right of first refusal.

16.7 Death or Permanent Disability. The grant of rights under this Agreement is personal to Franchisee, and on the death or permanent disability of Franchisee or any of Franchisee's Principals, as the case may be, the Franchise granted by this Agreement will terminate. Accordingly, the executor, administrator, conservator or other personal representative of Franchisee or Franchisee's Principal, as the case may be, shall be required to transfer Franchisee's or Franchisee's Principal's interest in this Agreement within six (6) months from the date of death or permanent disability, to a third party approved by Franchisor. A transfer under this Section 16.7, including without limitation, transfer by devise or inheritance, is subject to the conditions for Transfers in this Article 16 and unless transferred by gift, devise, or inheritance, subject to the terms of Section 16.6 above. For purposes of this Agreement, the term "permanent disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent such person from providing continuous and material supervision of the operation of Franchisee's Franchised Business during the six (6)-month period from its onset.

Immediately after the death or permanent disability of such person, or while the Franchise is owned by an executor, administrator, guardian, personal representative or trustee of that person, the Franchised Business shall be supervised by an interim successor manager satisfactory to Franchisor, or Franchisor, in its sole discretion, may provide interim management at no less than Franchisor's actual cost, pending transfer of the Franchise to the deceased or disabled individual's lawful heirs or successors.

16.8 Effect of Consent to Transfer. Franchisor's consent to a Transfer will not waive any claims Franchisor may have against the Franchisee or any Franchisee's principals nor waive its right to demand that the transferee comply strictly with this Agreement.

16.9 Security Interests to Lender. If Franchisee is in full compliance with this Agreement, Franchisee may pledge or give a security interest in Franchisee's interest in the Assets and the Franchised Business to a lender of the funds needed by Franchisee for Franchisee's initial investment, provided that the security interest is subordinate to Franchisee's obligations to Franchisor, that a foreclosure on such a pledge or security interest and/or any Transfer resulting from such a foreclosure shall be subject to all provisions of this Agreement, and that Franchisee obtains from the lender a written acknowledgement to Franchisor of these restrictions. Notwithstanding the foregoing, in the event Franchisee seeks and/or obtains financing whereby funding is provided with the assistance of the United States Small Business Administration ("SBA Financing"), Franchisee shall be permitted to grant the lender of such SBA Financing a senior lien on any Collateral Franchisee uses to secure the SBA Financing, and Franchisor and Franchisee further agree that (i) the provisions of Attachment 11 are fully incorporated herein and applicable to Franchisor and Franchisee, (ii) Franchisor shall subordinate its security interest or other lien on Franchisee's Collateral to that of the lender of the SBA Financing and (iii) Franchisor waives the requirement of the written acknowledgement referenced in this Section.

17. DEFAULTS.

17.1 Default and Automatic Termination. Franchisee shall be deemed to be in material default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee, if Franchisee shall become insolvent or makes a general assignment for the benefit of creditors; or if Franchisee files a voluntary petition under any section or chapter of federal bankruptcy law or under any similar law or statute of the United States or any state thereof, or admits in writing its inability to pay its debts when due; or if Franchisee is adjudicated a bankrupt or insolvent in proceedings filed against Franchisee under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States or any state; or if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee; or if a final judgment

remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); or if Franchisee is dissolved; or if execution is levied against Franchisee's business or property; or if suit to foreclose any lien or mortgage against the Franchised Business premises or equipment is instituted against Franchisee and not dismissed within thirty (30) days.

17.2 Defaults with No Opportunity to Cure. Franchisee shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon notice to Franchisee:

17.2.1. fails to acquire a site for the Franchised Business, complete construction of the Franchised Business, obtain all licenses and permits including but not limited to a license to have alcoholic beverages in the Franchised Business location before opening, or open the Franchised Business within the time and in the manner specified in Article 8.

17.2.2. falsifies any report required to be furnished Franchisor hereunder;

17.2.3. ceases to operate the Franchised Business for a period of five (5) days or more; provided, however, that this provision shall not apply if through no fault of Franchisee, the premises are damaged or destroyed by a casualty and Franchisee applies within thirty (30) days after such event, for Franchisor's approval to relocate or reconstruct the premises (which approval shall not be unreasonably withheld) and Franchisee diligently pursues such reconstruction or relocation.

17.2.4. loses for any cause whatsoever the right of possession of the real property on which the Franchised Business is located; provided, however, that this provision shall not apply if through no fault of Franchisee, Franchisee loses right of possession and Franchisee applies within thirty (30) days after such event, for Franchisor's approval to relocate the Franchised Business (which approval shall not be unreasonably withheld) and Franchisee diligently pursues such relocation in accordance with Section 8.5.

17.2.5. fails to restore the Franchised Business location to full operation within a reasonable period time but not more than one hundred twenty (120) days from the date the Franchised Business location is rendered inoperable by any casualty;

17.2.6. fails to comply with any federal, state, or local law, rule, or regulation, applicable to the operation of the Franchised Business, including, but not limited to, the failure to pay taxes;

17.2.7. defaults under any lease or sublease of the real property on which the Franchised Business is located;

17.2.8. fails to comply with the covenants in Article 15;

17.2.9. permits a Transfer in violation of the provisions of Article 16 of this Agreement;

17.2.10. fails, or Franchisee's legal representative fails, to transfer the interests in this Franchise Agreement and the Franchised Business upon death or permanent disability of Franchisee or any principal of Franchisee as required by Section 16.7.

17.2.11. has misrepresented or omitted material facts in applying for the Franchise;

17.2.12. is convicted of, or pleads no contest to, a felony or to a crime that could damage the goodwill associated with the Marks or does anything to harm the reputation of the System or the goodwill associated with the Marks;

17.2.13. receives an adverse judgment or a consent decree in any case or proceeding involving allegations of fraud, racketeering, unfair or improper trade practices or similar claim which is likely to have an adverse effect on the System, or the Marks, the goodwill associated therewith or Franchisor's interest therein, in Franchisor's sole opinion;

17.2.14. knowingly maintains false books or records, or knowingly submits any false reports;

17.2.15. creates a threat or danger to public health or safety from the construction, maintenance, or operation of the Franchised Business;

17.2.16. refuses to permit Franchisor to inspect or audit Franchisee's books or records;

17.2.17. makes any unauthorized use of the Marks or copyrighted material or any unauthorized use or disclosure of Confidential Information (as defined in Section 19.2);

17.2.18. fails to comply with the non-competition covenants in Section 19.5;

17.2.19. defaults in the performance of Franchisee's obligations under this Agreement three (3) or more times during the term of this Agreement or any renewals or has been given at least two (2) notices of default in any consecutive twelve (12)–month period, whether or not the defaults have been corrected;

17.2.20. has insufficient funds to honor a check or electronic funds transfer two (2) or more times within any consecutive twelve (12)-month period;

17.2.21. defaults, or an affiliate of Franchisee defaults, under any other agreement, including any other franchise agreement, with Franchisor or any of its affiliates, suppliers or landlord and does not cure such default within the time period provided in such other agreement; or

17.2.22. terminates this Agreement without cause.

17.3 Curable Defaults. Franchisee shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, if Franchisee fails to cure the default within the time period set forth in this Section 17.3, effective immediately upon notice to Franchisee, if Franchisee:

17.3.1. fails to pay when due any amounts due to Franchisor under this Agreement or any related agreement and does not correct the failure within ten (10) days after written notice; provided, however, Franchisor has no obligation to give written notice of a late payment more than two (2) times in any twelve (12)–month period, and the third such late payment in any twelve (12)–month period shall be a non-curable default under Sections 17.2.20 and/or 17.2.21;

17.3.2. fails to perform any non-monetary obligation imposed by this Agreement (excepting those defaults of obligations set forth in Sections 17.1 and 17.2 for which there is no opportunity to cure) and such default shall continue for ten (10) days after Franchisor has given written notice of such default, or if the default cannot be reasonably corrected within said ten (10)-day period, then if it is not corrected within such additional time as may be reasonably required assuming Franchisee proceeds diligently to cure; provided, however, Franchisor has no obligation to give written notice of a non-monetary default more than two (2) times in any twelve (12)–month period, and the third such default, whether monetary or non-monetary, in any twelve (12) month period shall be a non-curable default under Section 17.2.20.

17.4 Franchisor's Cure of Franchisee's Defaults. In the event of a default by Franchisee, in addition to Franchisor's right to terminate the Franchise Agreement, and not in lieu thereof, Franchisor may, but has no obligation to:

17.4.1. effect a cure on Franchisee's behalf and at Franchisee's expense, and Franchisee shall immediately pay Franchisor the costs incurred by Franchisor upon demand; or

17.4.2. enter upon the Franchised Business location and exercise complete authority with respect to the operation of the Franchised Business until such time as Franchisor determines that the default of Franchisee has been cured and that Franchisee is complying with the requirements of this Agreement. Franchisee specifically agrees that a designated representative of Franchisor may take over, control, and operate the Franchised Business. In addition to all other fees paid under this Agreement, Franchisee shall pay Franchisor twenty percent (20%) of the Gross Sales realized during the period of interim management, plus any and all costs of travel, lodging, meals, and other expenses reasonably incurred by Franchisor, until the default has been cured and Franchisee is complying with the terms of this Agreement.

17.5 Notice to Suppliers. In the event of a default by Franchisee, in addition to Franchisor's right to terminate the Franchise Agreement, and not in lieu thereof, Franchisor reserves the right with five (5) days' prior written notice to Franchisee to direct suppliers to stop furnishing any and all products and supplies until such time as Franchisee's default is cured. In no event shall Franchisee have recourse against Franchisor for loss of revenue, customer goodwill, profits or other business arising from Franchisor's actions and the actions of suppliers.

17.6 Reimbursement of Costs. Franchisee shall reimburse Franchisor all costs and expenses, including but not limited to attorneys' fees, incurred by Franchisor as a result of Franchisee's default, including costs in connection with collection of any amounts owed to Franchisor and/or enforcement of Franchisor's rights under this Agreement.

18. POST-TERMINATION.

18.1 Franchisee's Obligations. Upon termination or expiration of this Agreement, all rights and licenses granted hereunder to Franchisee shall immediately terminate and Franchisee and each principal, if any, shall:

18.1.1. immediately cease to operate the Franchised Business, and shall not thereafter, directly, or indirectly identify himself, herself or itself as a current Fox's Pizza Den owner, franchisee, or licensee;

18.1.2. immediately and permanently cease to use the Marks, any imitation of any Mark, Franchisor's designs, copyrighted material, or other intellectual property, confidential or proprietary material or indicia of the Franchised Business, or use any trade name, trade or service mark or other commercial symbol that suggests an association with Franchisor, Licensor, or the System. In particular, Franchisee shall cease to use, without limitation, all signs, billboards, advertising materials, displays, stationery, forms, and any other articles, which display the Marks;

18.1.3. take such action as may be necessary to cancel any assumed name or equivalent registration that contains the Mark or any other service mark or trademark of Franchisor, and Franchisee shall furnish Franchisor with evidence of compliance with this obligation, which is satisfactory to Franchisor, within five (5) days after termination or expiration of this Agreement;

18.1.4. promptly pay all sums owing to Franchisor and its affiliates. Such sums shall include all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of any default by Franchisee. The payment obligation herein shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of the personal property, furnishings, equipment, fixtures, and inventory owned by Franchisee and located at the Franchised Business location at the time of default;

18.1.5. pay to Franchisor all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor in connection with obtaining any remedy available to Franchisor for any violation of this Agreement and, subsequent to the termination or expiration of this Agreement, in obtaining injunctive or other relief

for the enforcement of any provisions of this Agreement that survive its termination;

18.1.6. immediately deliver at Franchisee's sole cost and expense, to Franchisor the Manual and all records, files, instructions, correspondence, invoices, agreements, designs, completed project signs, all confidential, proprietary and copyrighted material and all other materials related to operation of the Franchised Business, including but not limited to customer lists and records, (all of which are acknowledged to be Franchisor's property), delete all electronic copies and retain no copy or record of any of the foregoing, except Franchisee's copy of this Agreement and of any correspondence between the parties and any other documents that Franchisee reasonably needs for compliance with any provision of law; and

18.1.7. comply with the non-disclosure and non-competition covenants contained in Article 19.

18.2 Right to Purchase.

18.2.1. Franchisor shall have the option, to be exercised within thirty (30) days after termination or expiration of this Agreement, to purchase from Franchisee any or all of the furnishings, equipment (including any point-of-sale system and computer systems), signs, fixtures, advertising materials, supplies, and inventory of Franchisee related to the operation of the Franchised Business, at Franchisee's cost or fair market value, whichever is less. Franchisor shall purchase Franchisee's assets free and clear of any liens, charges, encumbrances or security interests and Franchisor shall assume no liabilities whatsoever, unless otherwise agreed to in writing by the parties. If the parties cannot agree on the fair market value within thirty (30) days of Franchisor's exercise of its option, fair market value shall be determined by two (2) appraisers, with each party selecting one (1) appraiser, and the average of their determinations shall be binding. In the event of such appraisal, each party shall bear its own legal and other costs and shall split the appraisal fees equally. If Franchisor elects to exercise its option to purchase herein provided, it shall have the right to set off (i) all fees for any such independent appraiser due from Franchisee, (ii) all amounts due from Franchisee to Franchisor or any of its affiliates and (iii) any costs incurred in connection with any escrow arrangement (including reasonable legal fees), against any payment therefor and shall pay the remaining amount in cash. Closing of the purchase shall take place no later than thirty (30) days after determination of the fair market value.

18.2.2. With respect to the options described in Sections 18.2.1, Franchisee shall deliver to Franchisor in a form satisfactory to Franchisor, such warranties, releases of lien, bills of sale, assignments and such other documents and instruments that Franchisor deems necessary in order to perfect Franchisor's title and possession in and to the assets being purchased or assigned and to meet the requirements of all tax and government authorities. If, at the time of closing, Franchisee has not obtained all of these certificates and other documents, Franchisor may, in its sole discretion, place the purchase price in escrow pending issuance of any required certificates or documents.

18.2.3. Franchisor shall be entitled to assign any and all of its option in Section 18.2.1 to any other party, without the consent of Franchisee.

18.3 Assignment of Telephone Numbers. Franchisee, at the option of Franchisor, shall assign to Franchisor all rights to the telephone numbers of the Franchised Business and any related public directory listing or other business listings and execute all forms and documents required by Franchisor and any telephone company at any time, to transfer such service and numbers to Franchisor. Further, Franchisee shall assign to Franchisor any and all social media and internet listings, domain names, internet advertising, websites, listings with search engines, electronic mail addresses or any other similar listing or usage related to the Franchised Business. Notwithstanding any forms and documents that may have been executed by Franchisee under Section 11.6, Franchisee shall provide Franchisor with all passwords and administrative rights, and hereby appoints Franchisor its true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking such action as is necessary to complete such assignment. This power of attorney shall survive the expiration or termination of this Agreement. Franchisee shall thereafter use different telephone numbers, electronic mail addresses or other listings or usages at or in connection with any subsequent business conducted by Franchisee.

18.4 Survival. The rights and obligations of the parties contained in this Article 18 shall survive the expiration or sooner termination of this Agreement.

19. NON-DISCLOSURE AND NON-COMPETITION COVENANTS.

19.1 Operations Manual.

19.1.1. Franchisor has provided to Franchisee, on loan, a current copy of the Manual. The Manual may be in hard copy or made available to Franchisee in digital, electronic, or computerized form or in some other form now existing or hereafter developed that would allow Franchisee to view the contents thereof. If the Manual (or any changes thereto) are provided in a form other than physical copy, Franchisee shall pay any and all costs to retrieve, review, use or access the Manual. To protect the reputation and goodwill of Franchisor and to maintain high standards of operation under Franchisor's Marks, Franchisee shall operate all aspects of the Franchised Business in accordance with the Manual, as they may from time to time be modified by Franchisor, other written directives that Franchisor may issue to Franchisee from time to time, whether or not such directives are included in the Manual, and any other manual and materials created or approved for use in the operation of the Franchised Business.

19.1.2. Franchisee shall at all times treat the Manual, written directives, and other materials and any other confidential communications or materials, and the information contained therein, as confidential and shall maintain such information as trade secret and confidential in accordance with this Article and this Agreement. Franchisee and Franchisee's principals, if any, shall not divulge and make such materials available to anyone other than those of Franchisee's employees who

require the information contained therein to operate the Franchised Business. Franchisee shall, prior to disclosure, fully train and inform its employees on all the restrictions, terms, and conditions under which it is permitted to use Franchisor's intellectual, proprietary, and confidential information; and shall ensure its employees' compliance with such restrictions, terms, and conditions. Franchisee, Franchisee's principals, and any person working with Franchisee shall agree not, at any time to use, copy, duplicate, record or otherwise reproduce these materials, in whole or in part, or otherwise make the same available to any person other than those authorized above, without Franchisor's prior written consent.

19.1.3. The Manual, written directives, and other materials and any other confidential communications provided or approved by Franchisor shall at all times remain the sole property of Franchisor. Franchisee shall maintain the Manual and all Franchisor's confidential and proprietary materials at all times in a safe and secure location, shall take all reasonable measures to prevent unauthorized access thereto, whether any attempted unauthorized access takes the form of physical access or access via computer or telecommunications networks or otherwise, and shall report the theft or loss of the Manual, or any portion thereof, immediately to Franchisor. At a minimum, Franchisee shall, in the case of computer and telecommunications networks, use the latest available firewall, encryption and similar technology to prevent unauthorized access. Franchisee shall delete all electronic copies, and return and cease using any physical copy of the Manual and other confidential and proprietary materials to Franchisor, immediately upon request or upon transfer, termination or expiration of this Agreement.

19.1.4. Franchisor may from time to time revise the contents of the Manual and other materials created or approved for use in the operation of the Franchised Business. Franchisee expressly agrees to comply with each new or changed policy, standard or directive. In the event of any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by Franchisor shall control.

19.2 Confidential Information. Franchisee acknowledges and accepts that during the term of this Agreement Franchisee will have access to Franchisor's trade secrets, including, but not limited to, formulas, recipes, designs, methods, processes, customer lists, vendor partnerships and/or relationships, sales and technical information, financial information, costs, product prices and names, software tools and applications, website and/or email design, products, services, equipment, technologies and procedures relating to the operation of the Franchised Business; the Manual; methods of advertising and promotion; instructional materials; any other information which Franchisor may or may not specifically designate as "confidential" or "proprietary"; and the components of the System, whether or not such information is protected or protectable by patent, copyright, trade secret or other proprietary rights (collectively referred to herein as the "Confidential Information"). Neither Franchisee nor any principal shall, during the term of this Agreement and thereafter, communicate or divulge to, or use for the benefit of, any other person or entity, and, following the expiration or termination of this Agreement, shall not use for their own benefit, any Confidential Information that may be communicated to

Franchisee may be apprised in connection with the operation of the Franchised Business under the terms of this Agreement. Franchisee and any principal shall not divulge and make any Confidential Information available to anyone other than those of Franchisee's employees who require the Confidential Information to operate the Franchised Business and who have themselves entered into confidentiality and non-compete agreements containing the same provisions as contained in this Agreement, in accordance with Section 19.10 hereof. Franchisee shall not at any time copy, duplicate, record or otherwise reproduce any Confidential Information, in whole or in part, or otherwise make the same available to any person other than those authorized above, without Franchisor's prior written consent. The covenant in this Section 19.2 shall survive the expiration, termination or transfer of this Agreement or any interest herein and shall be perpetually binding upon Franchisee and each principal.

19.3 Protection of Information. Franchisee shall take all steps necessary, at Franchisee's own expense, to protect the Confidential Information and shall immediately notify Franchisor if Franchisee finds that any Confidential Information has been divulged in violation of this Agreement.

19.4 New Concepts. If Franchisee develops any new concept, process, product, design, or improvement in the operation or promotion of the Franchised Business ("Improvements"), Franchisee is required to promptly notify Franchisor and provide Franchisor with all related information, processes, products, design or other improvements, and sign any and all forms, documents and/or papers necessary for Franchisor to obtain full proprietary rights to such Improvements, without compensation and without any claim of ownership or proprietary rights to such Improvements. Franchisee acknowledges that any such Improvements will become the property of Franchisor, and Franchisor may use or disclose such information to other franchisees as it determines to be appropriate.

19.5 Noncompetition Covenants. Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable training, trade secrets and Confidential Information of the System that are beyond the present knowledge, training and experience of Franchisee, its principal, managers, and employees. Franchisee acknowledges that such specialized training, trade secrets and Confidential Information provide a competitive advantage and will be valuable to it in the development and operation of the Franchised Business, and that gaining access to such specialized training, trade secrets and Confidential Information is, therefore, a primary reason why Franchisee is entering into this Agreement. In consideration for such specialized training, trade secrets, Confidential Information and rights, Franchisee covenants that, except as otherwise approved in writing by Franchisor:

19.5.1. During the term of this Agreement, Franchisee shall not, either directly or indirectly, for themselves or through, on behalf of, or in conjunction with, any person or entity (i) divert, or attempt to divert, any business or customer of the Franchised Business or of other franchisees in the System to any competitor, by direct or indirect inducement or otherwise; (ii) participate as an owner, partner,

director, officer, employee, consultant or agent or serve in any other capacity in any restaurant or eatery business similar to the System; or (iii) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System or (iv) in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of the Franchisor or any Fox's Pizza Den franchisees or Franchisor-affiliated outlets.

19.5.2. Upon the expiration or earlier termination of this Agreement or upon a Transfer and continuing for twenty-four (24) months thereafter, Franchisee shall not, either directly or indirectly, for itself or through, on behalf of or in conjunction with any person or entity (i) divert, or attempt to divert, any business or customer of the Franchised Business or of other franchisees in the System to any competitor, by direct or indirect inducement or otherwise; or (ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any restaurant or eatery business within twenty-five (25) miles of the Territory or any Fox's Pizza Den franchised or corporate location; or (iii) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System or (iv) in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of the Franchisor or any Fox's Pizza Den franchisees.

19.6 Reasonableness of Restrictions. Franchisee acknowledges and agrees that the covenants not to compete set forth in this Agreement are fair and reasonable and will not impose any undue hardship on Franchisee since Franchisee have other considerable skills, experience and education which afford Franchisee the opportunity to derive income from other endeavors.

19.7 Reduction of Time or Scope. If the period of time or the geographic scope specified above, should be adjudged unreasonable in any proceeding, then the period of time will be reduced by such number of months or the geographic scope will be reduced by the elimination of such portion thereof, or both, so that such restrictions may be enforced for such time and scope as are adjudged to be reasonable. In addition, Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Paragraph 19 or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees to forthwith comply with any covenant as so modified.

19.8 Injunctive Relief. Franchisee acknowledges that a violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Franchisor for which no adequate remedy at law will be available. Accordingly, Franchisee hereby consents to the entry of an injunction prohibiting any conduct by Franchisee in violation of the terms of the covenants not to compete set forth in this Agreement.

19.9 No Defense. Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section.

19.10 Covenants of Employees, Agents and Third Persons. Franchisee shall require and obtain execution of covenants similar to those set forth in this Section (including covenants applicable upon the termination of a person's employment with Franchisee) from all employees, contractors or third persons who will have access to Franchisor's confidential and proprietary information. Such covenants shall be substantially in the form set forth in Attachment 8 as revised and updated from time to time and contained in the Manual.

20. DISPUTE RESOLUTION.

20.1 Internal Dispute Resolution. Franchisee shall first bring any claim, controversy or dispute arising out of or relating to this Agreement, the Exhibits and/or Attachments hereto or the relationship created by this Agreement to Franchisor's president and/or chief executive officer for resolution. After providing notice as set forth in Section 21.7 below. Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

20.2 Arbitration.

20.2.1 Except disputes not subject to alternative dispute resolution as set forth in Section 20.3, any dispute between Franchisor and Franchisee arising out of or relating to this Agreement, the Attachments hereto or any breach thereof, including any claim that this Agreement or any of its parts, is invalid, illegal or otherwise voidable or void, which has not been resolved in accordance with Section 20.1, will be resolved by submission to the American Arbitration Association or its successor organization to be settled by a single arbitrator in accordance with the Commercial Arbitration Rules then in effect for such Association or successor organization.

20.2.2 All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained in this Article 20 will be governed by the Federal Arbitration Act (9 U.S.C. §1 *et seq*.) and the federal common law of arbitration. All hearings and other proceedings will take place in Westmoreland County, Pennsylvania, or the offices of the American Arbitration Association, or, if Franchisor so elects, in the county where the principal place of business of Franchisee is then located.

20.2.3 This arbitration provision is self-executing and will remain in full force and effect after expiration or termination of this Agreement. Any arbitration will be conducted on an individual, and not a class-wide or multiple plaintiffs, basis. If either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against the party by default or otherwise, notwithstanding the failure to appear. Judgment upon an arbitration award may be entered in any court having

jurisdiction and will be binding, final and not subject to appeal. No punitive or exemplary damages will be awarded against Franchisor, Franchisee, or entities related to either of them, in an arbitration proceeding or otherwise, and are hereby waived.

20.2.4 The provisions of this Section 20.2 are independent of any other covenant or provision of this Agreement; provided, however, that if a court of competent jurisdiction determines that any of the provisions are unlawful in any way, the court will modify or interpret the provisions to the minimum extent necessary to have them comply with the law.

20.2.5 In proceeding with arbitration and in making determinations hereunder, no arbitrator shall extend, modify, or suspend any terms of this Agreement or the reasonable standards of business performance and operation established by Franchisor in good faith. No notice, request or demand for arbitration shall stay, postpone, or rescind the effectiveness of any termination of this Agreement.

20.2.6 Except as expressly required by law, Franchisor, Franchisee shall keep all aspects of any mediation and/or arbitration proceeding in confidence and shall not disclose any information about the proceeding to any third party, other than legal counsel who shall be required to maintain the confidentiality of such information.

20.3 Governing Law and Venue. This Agreement is made in, and shall be substantially performed in, the Commonwealth of Pennsylvania. Any claims, controversies, disputes, or actions arising out of this Agreement shall be governed, enforced and interpreted pursuant to the laws of the state of Pennsylvania. Franchisee, except where specifically prohibited by law, hereby irrevocably submits itself to the sole and exclusive jurisdiction of the state and federal courts in Pennsylvania. Franchisee hereby waives all questions of personal jurisdiction for the purpose of carrying out this provision.

20.4 Mutual Benefit. Franchisee and Franchisor acknowledge that the parties' agreement regarding applicable state law and forum set forth in Section 20.3 provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising hereunder. Franchisee and Franchisor further acknowledge the receipt and sufficiency of mutual consideration for such benefit and that each party's agreement regarding applicable state law and choice of forum have been negotiated in good faith and are part of the benefit of the bargain reflected by this Agreement.

20.5 Waiver of Certain Damages. Franchisee hereby waives, to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special, consequential, or other damages (including, without limitation, loss of profits) against Franchisor, its affiliates, and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, and employees, in their corporate and individual capacities, arising out of any cause whatsoever. Franchisee agrees that in the event of a dispute, Franchisee shall be limited to the recovery of any actual damages sustained.

20.6 Limitations of Claims. Any and all claims by Franchisee arising out of or relating to this Agreement or the relationship among the parties will be barred unless a proceeding for relief is commenced within one (1) year from the date on which Franchisee knew or should have known of the facts giving rise to such claims.

20.7 Survival. The provisions of this Article 20 shall continue in full force and effect notwithstanding the expiration or termination of this Agreement or a transfer by Franchisee or any principal of their respective interests in this Agreement.

21. GENERAL.

21.1 Independent Contractor. Franchisee is and shall be an independent contractor under this Agreement, and no partnership shall exist between Franchisee and Franchisor. This Agreement does not constitute Franchisee as an agent, legal representative, or employee of Franchisor for any purpose whatsoever, and Franchisee is not granted any right or authority to assume or create any obligation for or on behalf of, or in the name of, or in any way to bind Franchisor. Franchisee agrees not to incur or contract any debt or obligation on behalf of Franchisor or commit any act, make any representation, or advertise in any manner which may adversely affect any right of Franchisor or be detrimental to Franchisor or other franchisees of Franchisor. Pursuant to the above, Franchisee agrees to indemnify Franchisor and hold Franchisor harmless from any and all liability, loss, attorney's fees, or damage Franchisor may suffer as a result of claims, demands, taxes, costs, or judgments against Franchisor arising out of any allegation of an agent, partner or employment relationship.

21.2 Successors. This Agreement shall bind and inure to the benefit of the successors and assigns of Franchisor and shall be personally binding on and inure to the benefit of Franchisee (including the individuals executing this Agreement on behalf of the Franchisee entity) and its or their respective heirs, executors, administrators and successors or assigns; provided, however, the foregoing provision shall not be construed to allow a transfer of any interest of Franchisee in this Agreement or the Franchised Business, except in accordance with Article 16 hereof.

21.3 Invalidity of Part of Agreement. Should any provisions in this Agreement, for any reason, be declared invalid, then such provision shall be invalid only to the extent of the prohibition without in any way invalidating or altering any other provision of this Agreement.

21.4 Entire Agreement. This Agreement, including all attachments, is the entire agreement of the parties, superseding all prior written or oral agreements of the parties concerning the same subject matter, and superseding all prior written or oral representations made to Franchisee, except that nothing in this Agreement or in any related agreement is intended to disclaim the representations made to Franchisee in Franchisor's Franchise Disclosure Document. No agreement of any kind relating to the matters covered by this Agreement and no amendment of the provisions hereof shall be binding upon either party unless and until the same has been made in writing and executed by all interested parties.

21.5 Construction. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed, and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any provision herein may require, as if such words had been fully and properly written in the appropriate number and gender. All covenants, agreements and obligations assumed herein by Franchisee shall be deemed to be joint and several covenants, agreements, and obligations of each of the persons named as Franchisee, if more than one person is so named.

21.6 Captions. Captions and section headings are used herein for convenience only. They are not part of this Agreement and shall not be used in construing it.

21.7 Notices. Whenever notice is required or permitted to be given under the terms of this Agreement, it shall be given in writing, and be delivered personally or by certified mail or courier, postage prepaid, addressed to the party for whom intended, and shall be deemed given on the date of delivery or delivery is refused. All such notices shall be addressed to the party to be notified at their respective addresses as set forth in the introductory paragraph of this Agreement, or at such other address or addresses as the parties may from time to time designate in writing.

21.8 Effect of Waivers. No waiver, delay, omission, or forbearance on the part of Franchisor to exercise any right, option, duty, or power arising from any default or breach by Franchisee shall affect or impair the rights of Franchisor with respect to any subsequent default of the same or of a different kind. Any use by Franchisee of the System or any part thereof at any place other than at the Franchised Business location shall not give Franchisee any rights not specifically granted hereunder. Failure to take action to stop such use shall not in any event be considered a waiver of the rights of Franchisor at any time to require Franchisee to restrict said use to the Franchised Business location.

21.9 Remedies Cumulative. All rights and remedies of the parties to this Agreement shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies that are provided for herein or that may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates. The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one or more uses thereof, and may be exercised at any time, or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration, earlier termination, or exercise of Franchisor's rights pursuant to Article 17 shall not discharge or release Franchisee from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination, or the exercise of such rights under this Agreement.

21.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument.

21.11 Survival. Any obligation of Franchisee that contemplates performance of such obligation after termination or expiration of this Agreement or the transfer of any interest of Franchisee therein shall be deemed to survive such termination, expiration or transfer.

Signature Page to Follow

The parties hereto have executed this Franchise Agreement the day and year first above written.

FRANCHISOR:
FOX'S PIZZA DEN, INC.

By:_____

_____
(Print Name, Title)

FRANCHISEE (Entity):

_____

By:_____

_____,_____
(Print Name, Title)

FRANCHISEE (Principal):

_____

_____
(Print Name)

FRANCHISEE (Principal):

_____

_____
(Print Name)

ATTACHMENT 1

Service Marks –

FOX'S PIZZA DEN

FOX'S

ATTACHMENT 2

TERRITORY DESCRIPTION AND FRANCHISED BUSINESS LOCATION

**TERRITORY AND ADDRESS TO BE DETERMINED AND INSERTED AFTER A FOX'S PIZZA PREMISES IS IDENTIFIED BY FRANCHISEE AND APPROVED BY FRANCHISOR, IN ACCORDANCE WITH SECTION 8.1 OF THE FRANCHISE AGREEMENT, IN THE SITE SEARCH AREA OF _____.

Territory (insert map and/or define by zip codes):

_____

_____

_____

_____

Franchised Business Address:

_____

_____

ATTACHMENT 3

GENERAL RELEASE

_____ ("Franchisee") and its principal(s):

_____

_____

_____

_____

(collectively, "Franchisee's Principal(s)"), on behalf of themselves and their respective officers, directors, employees, successors, assigns, heirs, personal representatives, and all other persons acting on their behalf or claiming under them (collectively, the "Franchisee Releasors"), hereby release, discharge and hold harmless Fox" Pizza Den, Inc. ("Franchisor"), its affiliates, and each of its respective officers, directors, shareholders, employees, agents, attorneys, successors, and assigns (collectively, the "Franchisor Releasees") from any suits, claims, controversies, rights, promises, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character and description, in law or in equity, whether presently known or unknown, vested or contingent, suspected or unsuspected arising under, relating to, or in connection with the Franchise Agreement dated _____ between Franchisee and Franchisor and any related agreements and the relationship created thereby, or the Franchised Business operated under the Franchise Agreement, or any claims or representations made relative to the sale of the franchise to operate such Franchised Business or under any federal or state franchise or unfair or deceptive trade practice laws, which any of the Franchisee Releasors now own or hold or have at any time heretofore owned or held against the Franchisor Releasees (collectively, the "Franchisee Released Claims").

FRANCHISEE AND FRANCHISEE'S PRINCIPAL(S) ON BEHALF OF THEMSELVES AND THE FRANCHISEE RELEASORS WAIVE ANY RIGHTS AND BENEFITS CONFERRED BY ANY APPLICABLE PROVISION OF LAW EXISTING UNDER ANY FEDERAL, STATE OR POLITICAL SUBDIVISION THEREOF WHICH WOULD INVALIDATE ALL OR ANY PORTION OF THE RELEASE CONTAINED HEREIN BECAUSE SUCH RELEASE MAY EXTEND TO CLAIMS WHICH THE FRANCHISEE RELEASORS DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTION OF THIS AGREEMENT. The Franchisee Releasors also covenant not to bring any suit, action, or proceeding, or make any demand or claim of any type, against any Franchisor Releasees with respect to any Franchisee Released Claim, and Franchisee and Franchisee's Principal(s) shall defend, indemnify, and hold harmless each of Franchisor Releasees against same.

Executed as of _____.

Signature Page to Follow

FRANCHISEE:

By:_____

_____,_____
(Name, Title)

FRANCHISEES'S PRINCIPAL:

_____

Print Name: _____

_____

Print Name: _____

_____

Print Name: _____

_____

Print Name: _____

ATTACHMENT 4

AUTHORIZATION AGREEMENT
AUTOMATIC DEPOSITS (ACH WITHDRAWALS)

Franchisor Name: **Fox's Pizza Den, Inc.**

I (We) hereby authorize Fox's Pizza Den, Inc., hereinafter called Franchisor, to initiate debit entries to my (our) Checking Account/Savings Account (Select One) indicated below at the depository financial institution named below, and to debit the same to such account. I (We) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. Law, and that I will be responsible for any banking fees that my institution charges.

Financial Institution Name:_____ Branch: _____

City:_____ State:_____ Zip:_____ Phone: _____

ACH/Routing Number:_____ Account Number: _____
(Nine Digits)

This authorization is to remain in full force and effect until Franchisor has received a written replacement ACH Withdrawal Form notification from me. I (We) understand that revocation of this Authorization Agreement by me (us) may constitute an event of Default under the Franchise Agreement.

I (We) understand that the amount to be withdrawn by Franchisor will not be the same each month and I (We) therefore authorize all monetary transfers pursuant to Articles 6 and 18 of the Franchise Agreement.

Print Franchisee / Account Holder Name	Print Franchisee/Co-Account Holder Name
Franchisee/ Account Holder Signature-Date	Franchisee/Co-Account Holder Signature-Date
Daytime Phone Number	Email Address

PLEASE ATTACH A VOIDED CHECK TO THIS FORM

Please Return Form to:

Fox's Pizza Den, Inc.
4425 William Penn Highway
Murrysville, PA 15668
Phone #: (724) 733-7888

ATTACHMENT 5

CONDITIONAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned _____ ("Assignor") hereby assigns and transfers to Fox's Pizza Den, Inc., a Pennsylvania corporation with a notice address of 4425 William Penn Highway, Murrysville, PA 15668 ("Assignee"), all of Assignor's right, title and interest as tenant in, to and under that certain lease, a copy of which shall be attached hereto (the "Lease") respecting premises commonly known as _____. This Assignment is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment or the Lease unless Assignee takes possession of the premises demised by the Lease pursuant to the terms hereof and assumes the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that Assignor has full power and authority to so assign the Lease and Assignor's interest therein and that Assignor has not previously assigned or transferred, and is not obligated to assign or transfer, any of Assignor's interest in the Lease or the premises demised thereby.

Upon a default by Assignor under the Lease or under the franchise agreement for a Fox's Pizza Den outlet between Assignee and Assignor (the "Franchise Agreement"), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, Assignee shall have the right and is hereby empowered to take possession of the Premises demised by the Lease, expel Assignor therefrom, and, in such event, Assignor shall have no further right, title or interest in the Lease.

Assignor agrees that it will not suffer or permit any surrender, termination, amendment, or modification of the Lease without the prior written consent of Assignee. Throughout the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days prior to the last day that the option must be exercised, unless Assignee otherwise agrees in writing. If Assignee does not otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as aforesaid, Assignor hereby appoints Assignee as its true and lawful attorney-in-fact to exercise such extension or renewal options in the name, place and stead of Assignor for the purpose of effecting such extension or renewal.

ASSIGNOR:

DATED: _____ By: _____

_____, _____
(Print Name, Title)

DATED: _____ _____

DATED: _____ _____

ATTACHMENT 6

STATEMENT OF OWNERSHIP INTERESTS IN FRANCHISEE

Name	Percentage of Ownership

ATTACHMENT 7

SPOUSAL GUARANTY

This Guaranty and Covenant (this "Guaranty") is given by the undersigned ("Guarantor") on _____ to Fox's Pizza Den, Inc., a Pennsylvania corporation ("Franchisor"), in order to induce Franchisor to enter into that certain Franchise Agreement dated of even date herewith (the "Franchisee Agreement") with _____, a(n) _____, principally located at _____ ("Franchisee").

The principals signing below, each a "Guarantor", acknowledge that Guarantor has read the terms and conditions of the Franchise Agreement and its attached Standard Promissory Note and acknowledge that the execution of this Guaranty is in partial consideration for, and a condition to the granting of, the rights granted in the Franchise Agreement to Franchisee, and that Franchisor would not have granted these rights without the execution of this Guaranty by Guarantor.

Guarantor hereby individually makes, agrees to be bound by, and agrees to perform, all of the monetary obligations and non-competition covenants and agreements of the Franchisee as set forth in the Franchise Agreement, including but not limited to, the Standard Promissory Note and the covenants set forth in Sections 19.2, 19.5, 19.6, 19.8 and 19.9 of the Franchise Agreement ("Guaranteed Obligations"). Guarantor shall perform and/or make punctual payment to Franchisor of the Guaranteed Obligations in accordance with the terms of the Franchise Agreement or other applicable document forthwith upon demand by Franchisor.

This Guaranty is an absolute and unconditional continuing guaranty of payment and performance of the Guaranteed Obligations. This Guaranty shall not be discharged by renewal of any claims guaranteed by this instrument, change in ownership or control of the Franchisee entity, transfer of the Franchise Agreement, the suffering of any indulgence to any debtor, extension of time of payment thereof, nor the discharge of Franchisee by bankruptcy, operation of law or otherwise. Presentment, demand, protest, notice of protest and dishonor, notice of default or nonpayment and diligence in collecting any obligation under any agreement between Franchisee and Franchisor are each and all waived by Guarantor and/or acknowledged as inapplicable. Guarantor waives notice of amendment of any agreement between Franchisee and Franchisor and notice of demand for payment by Franchisee. Guarantor further agrees to be bound by any and all amendments and changes to any agreement between Franchisee and Franchisor.

Franchisor may pursue its rights against Guarantor without first exhausting its remedies against Franchisee and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy.

If other guarantors have guaranteed any and or all of the Guaranteed Obligations, their liability shall be joint and several to that of Guarantor. Until all of the Guaranteed Obligations have been paid in full and/or performed in full, Guarantor shall not have any right of subrogation, unless expressly given to Guarantor in writing by Franchisor.

All Franchisor's rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between Franchisor and Guarantor shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to Franchisor by law.

Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

This Guaranty shall extend to and inure to the benefit of Franchisor and its successors and assigns and shall be binding on Guarantor and its successors and assigns.

Guarantor has signed this Guaranty as of the date set forth above. This Note will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, except to the extent that the UCC provides for the application for the law of the Guarantor's state of residence. Should any one or more provisions of this Note be determined to be illegal or unenforceable, all other provisions nevertheless shall be effective.

CONFESSION OF JUDGMENT. GUARANTOR HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR ATTORNEYS OR THE PROTHONOTARY OR CLERK OF ANY COURT OF RECORD IN THE COMMONWEALTH OF PENNSYLVANIA, TO APPEAR FOR GUARANTOR AT THE SUIT OF LENDER ON THIS NOTE, AND TO CONFESS JUDGMENT AGAINST GUARANTOR FOR ALL SUMS THEN DUE BY GUARANTOR TOGETHER WITH COSTS OF SUIT AND ATTORNEYS' FEES FOR COLLECTION. THIS NOTE OR A COPY OF THIS NOTE VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THIS WARRANT OF ATTORNEY SHALL BE EFFECTIVE ONLY AFTER (1) AN EVENT OF DEFAULT WHICH REMAINS UNCURED FOR THIRTY (30) DAYS AND (2) LENDER PROVIDES GUARANTOR WITH TEN (10) DAYS PRIOR WRITTEN NOTICE BEFORE EXCERCISING THE RIGHT TO OBTAIN JUDGMENT BY CONFESSION AGAINST GUARANTOR.

NEITHER THE RIGHT TO INSTITUTE AN ACTION AT LAW OR EQUITY NOR THE AUTHORITY TO CONFESS JUDGMENT GRANTED HEREIN SHALL BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF, BUT SUCCESSIVE COMPLAINTS MAY BE FILED AND SUCCESSIVE JUDGMENTS MAY BE ENTERED FOR THE AFOREDESCRIBED SUMS AT ANY TIME DURING THE EXISTENCE OF THE WITHIN-EVIDENCED OBLIGATION.

GUARANTOR - SPOUSE OF FRANCHISEE'S PRINCIPAL:

GUARANTOR:

_____
Print Name: _____
Address: _____

_____

ATTACHMENT 8
CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This Confidentiality and Non-Compete Agreement (the "Agreement") is made and entered into this _____, by _____ _____, a(n) _____ _____ ("Franchisee"), a franchisee of Fox's Pizza Den, Inc., a Pennsylvania corporation ("Franchisor"), and _____, an individual ("Covenantor") in connection with a Franchise Agreement dated.

WHEREAS, Franchisee and Franchisor are parties to a franchise agreement dated _____ _____ (the "Franchise Agreement"), whereby Franchisor has granted Franchisee the right to use certain trademarks, including, the registered trademark "Fox's Pizza Den" and design mark, and certain proprietary products, services, promotions, and methods (the "System") for the establishment and operation of Franchised Business outlets;

WHEREAS, in connection with his or her duties, it will be necessary for Covenantor to have access to some or all of the confidential information, knowledge, know-how, techniques, contents of the Fox's Pizza Den operations manual and other materials used in or related to the System and/or concerning the methods of operation of the System (collectively referred to as "Confidential Information");

WHEREAS, the Confidential Information provides economic advantages to Franchisor and licensed users of the System, including Franchisee;

WHEREAS, Franchisee has acknowledged the importance of restricting the use, access and dissemination of the Confidential Information, and Franchisee therefore has agreed to obtain from Covenantor a written agreement protecting the Confidential Information and further protecting the System against unfair competition; and

WHEREAS, Covenantor acknowledges that receipt of and the right to use the Confidential Information constitutes independent valuable consideration for the representations, promises and covenants made by Covenantor herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. Confidentiality Agreement.

a. Covenantor shall, at all times, maintain the confidentiality of the Confidential Information and shall use such Confidential Information only in the course of his or her employment by or association with Franchisee in connection with the operation of a Franchised Business under the Franchise Agreement.

b. Covenantor shall not at any time make copies of any documents or compilations containing some or all of the Confidential Information without Franchisor's express written permission.

c. Covenantor shall not at any time disclose or permit the disclosure of the Confidential Information except, and only then to the limited extent necessary, to those employees of Franchisee for training and assisting such employees in the operation of the Franchised Business.

d. Covenantor shall surrender any material containing some or all of the Confidential Information to Franchisee or Franchisor, upon request, or upon termination of employment or association with Franchisee.

e. Covenantor shall not at any time, directly or indirectly, do any act or omit to do any act that would or would likely be injurious or prejudicial to the goodwill associated with the System.

f. Covenantor agrees that no Confidential Information may be reproduced, in whole or in part, without written consent.

2. Covenants Not to Compete.

a. In order to protect the goodwill and unique qualities of the System, and in consideration for the disclosure to Covenantor of the Confidential Information, Covenantor further agrees and covenants that during Covenantor's employment or association with Franchisee, Covenantor shall not, for Covenantor or through, on behalf of or in conjunction with any person or entity:

(i) divert, or attempt to divert, any business or customer of the Fox's Pizza Den outlet or of other franchisees in the System to any competitor, by direct or indirect inducement or otherwise, and

(ii) participate as an owner, partner, director, officer, employee, consultant, or agent or serve in any other capacity in any restaurant or eatery business substantially similar to the System.

b. In further consideration for the disclosure to Covenantor of the Confidential Information and to protect the goodwill and unique qualities of the System, Covenantor further agrees and covenants that, upon the termination of Covenantor's employment or association with Franchisee and continuing for twenty-four (24) months thereafter, Covenantor shall not, for Covenantor or through, on behalf of or in conjunction with any person or entity:

(i) divert, or attempt to divert, any business or customer of the Franchised Business or of other franchisees in the Fox's Pizza Den System to any competitor, by direct or indirect inducement or otherwise, and

(ii) participate as an owner, partner, director, officer, employee, or consultant or serve in any other managerial, operational, or supervisory capacity in any restaurant or eatery business within twenty-five (25) miles of Franchisee's Territory or any Fox's Pizza Den location, or

c. The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor.

d. If the period of time or the geographic scope specified Section 2.b. above, should be adjudged unreasonable in any proceeding, then the period of time will be reduced by such number of months or the geographic scope will be reduced by the elimination of such portion thereof, or both, so that such restrictions may be enforced for such time and scope as are adjudged to be reasonable. In addition, Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement or any portion thereof, without Covenantor's or Franchisee's consent, effective immediately upon receipt by Covenantor of written notice thereof, and Covenantor agrees to forthwith comply with any covenant as so modified.

3. General.

a. Franchisee shall take full responsibility for ensuring that Covenantor acts as required by this Agreement.

b. Covenantor agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, Franchisee is obligated to enforce the provisions of this Agreement and shall be entitled, in addition to any other remedies that are made available to it at law or in equity, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security.

c. Covenantor agrees to pay all expenses (including court costs and reasonable attorneys' fees) incurred by Franchisor and Franchisee in enforcing this Agreement.

d. Any failure Franchisee to object to or take action with respect to any breach of any provision of this Agreement by Covenantor shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Covenantor.

e. THIS AGREEMENT SHALL BE INTERPRETED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE FRANCHISED BUSINESS IS LOCATED. COVENANTOR HEREBY IRREVOCABLY SUBMITS HIMSELF OR HERSELF TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE SUCH STATE. COVENANTOR HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. COVENANTOR HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON COVENANTOR IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY SUCH STATE OR FEDERAL LAW. COVENANTOR FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE IN THE STATE WHERE THERE FRANCHISED BUSINESS IS LOCATED; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION THAT INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR OR FRANCHISEE MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE THAT HAS JURISDICTION.

f. The parties agree that each of the foregoing covenants contained herein shall be construed as independent of any other covenant or provision of this Agreement.

g. Covenantor acknowledges and agrees that each of the covenants contained herein will not impose any undue hardship on Covenantor since Covenantor has other considerable skills, experience and education which affords Covenantor the opportunity to derive income from other endeavors.

h. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.

i. All notices and demands required to be given hereunder shall be in writing, and shall be delivered personally or by certified or registered mail, postage prepaid, addressed to the party for whom intended, and shall be deemed given on the date of delivery or the date delivery is refused. All such notices shall be addressed to the party to be notified at the following addresses:

If directed to Franchisee:

_____

_____

If directed to Covenantor:

_____

_____

Any change in the foregoing addresses shall be effected by giving written notice of such change to the other parties.

j. Franchisor is an intended third-party beneficiary of this Agreement, and Franchisor may take whatever action it deems necessary to enforce Covenantor's obligations hereunder. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and shall inure to the benefit of its respective affiliates, successors and assigns.

k. The respective obligations of Franchisee and Covenantor hereunder may not be assigned by Franchisee or Covenantor, without the prior written consent of Franchisor.

The undersigned have entered into this Confidentiality and Non-Compete Agreement as witnessed by their signatures below.

FRANCHISEE:

_____

By: _____
Name: _____
Title: _____

COVENANTOR:

_____

Name: _____

ATTACHMENT 9
INTERNET ADVERTISING, SOCIAL MEDIA, AND TELEPHONE ACCOUNT AGREEMENT

THIS INTERNET ADVERTISING, SOCIAL MEDIA, AND TELEPHONE ACCOUNT AGREEMENT (the "Agreement") is made and entered into this day of _____ (the "Effective Date") by and between Fox's Pizza Den, Inc., a Pennsylvania company (the "Franchisor"), and _____, a(n) _____, with its principal place of business located at _____, and _____ _____'s principal(s) _____, an individual, residing at _____ _____ (collectively herein the "Franchisee").

WHEREAS, Franchisee desires to enter into a franchise agreement with Franchisor for a Fox's Pizza Den business ("Franchise Agreement") which will allow Franchisee to conduct internet-based advertising, maintain social media accounts, and use telephone listings linked to the Fox's Pizza Den mark.

WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions**

All terms used but not otherwise defined in this Agreement shall have the meanings set forth in the Franchise Agreement. "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.

2. **Internet Advertising and Telephone Accounts**

2.1 Interest in Web Sites, Social Media Accounts and Other Electronic Listings. Franchisee may acquire (whether in accordance with or in violation of the Franchise Agreement) during the term of Franchise Agreement, certain right, title, or interest in and to certain domain names, social media accounts, hypertext markup language, uniform resource locator addresses, access to corresponding internet web sites, and the right to hyperlink to certain web sites and listings on various internet search engines (collectively, "Electronic Advertising") related to the Franchised Business or the Marks.

2.2 Interest in Telephone Numbers and Listings. Franchisee has or will acquire during the term of the Franchise Agreement, certain right, title, and interest in and to those certain telephone numbers and regular, classified, internet page, and other telephone directory listings (collectively, the "Telephone Listings") related to the Franchised Business or the Marks.

2.3 Transfer. On Termination of the Franchise Agreement, or on periodic request of Franchisor, Franchisee will immediately:

2.3.1 direct all internet service providers, domain name registries, internet search engines, social media companies, and other listing agencies (collectively, the "Internet Companies") with which Franchisee has Internet Web Sites, Social Media Accounts and other Listings: (i) to transfer all of Franchisee's Interest in such Internet Web Sites, Social Media Accounts and other Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Internet Web Sites, Social Media Accounts and other Listings, Franchisee will immediately direct the Internet Companies to terminate such Internet Web Sites, Social Media Accounts and other Listings or will take such other actions with respect to the Internet Web Sites, Social Media Accounts and other Listings as Franchisor directs; and

2.3.2 direct all telephone companies, telephone directory publishers, and telephone directory listing agencies (collectively, the "Telephone Companies") with which Franchisee has Telephone Numbers and Listings: (i) to transfer all Franchisee's Interest in such Telephone Numbers and Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Telephone Numbers and Listings, Franchisee will immediately direct the Telephone Companies to terminate such Telephone Numbers and Listings or will take such other actions with respect to the Telephone Numbers and Listings as Franchisor directs.

2.4 Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including without limitation this Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:

2.4.1 Direct the Internet Companies to transfer all Franchisee's Interest in and to the Internet Web Sites, Social Media Accounts and/or other Listings to Franchisor, or alternatively, to direct the Internet Companies to terminate any or all of the Internet Web Sites, Social Media Accounts and/or other Listings;

2.4.2 Direct the Telephone Companies to transfer all Franchisee's Interest in and to the Telephone Numbers and Listings to Franchisor, or alternatively, to direct the Telephone Companies to terminate any or all of the Telephone Numbers and Listings; and

2.4.3 Execute such standard assignment forms or other documents as the Internet Companies and/or Telephone Companies may require in order to affect such transfers or terminations of Franchisee's Interest.

2.5 Certification of Termination. Franchisee hereby directs the Internet Companies and Telephone Companies to accept, as conclusive proof of Termination of the Franchise Agreement,

Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.

2.6 Cessation of Obligations. After the Internet Companies and the Telephone Companies have duly transferred all Franchisee's Interests as described in paragraph 2.3 above to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further interest in, or obligations with respect to the particular Electronic Advertising and/or Telephone Listing. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Internet Companies and Telephone Companies for the respective sums Franchisee is obligated to pay to them for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such Interests, or for any other obligations not subject to the Franchise Agreement or this Agreement.

3. **Miscellaneous**

3.1 Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Internet Companies and/or Telephone Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertible in, or in any way related to this Agreement.

3.2 Indemnification. Franchisee is solely responsible for all costs and expenses related to its performance, its nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and its and their directors, officers, shareholders, partners, members, employees, agents, and attorneys, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, claims, debts, claims, demands, or obligations that are related to or are based on this Agreement.

3.3 No Duty. The powers conferred on Franchisor hereunder are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's Interest in any matter hereunder.

3.4 Further Assurances. Franchisee agrees that at any time after the date of this Agreement, Franchisee will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Agreement.

3.5 Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Agreement.

3.6 Effect on Other Agreements. Except as otherwise provided in this Agreement, all provisions of the Franchise Agreement and exhibits, attachments and schedules thereto shall remain in effect as set forth therein.

3.7 Survival. This Agreement shall survive the Termination of the Franchise Agreement.

3.8 Governing Law. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania without regard to the application of Pennsylvania conflict of law rules.

The undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

The undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

FRANCHISOR:

FOX'S PIZZA DEN, INC.

By:_____

_____, _____
(Print Name, Title)

FRANCHISEE (Entity):

_____

By:_____

_____,_____
(Print Name, Title)

FRANCHISEE (Principal):

_____

_____
(Print Name)

FRANCHISEE (Principal):

_____

_____
(Print Name)

ATTACHMENT 10

STANDARD PROMISSORY NOTE

$24,000 _____

FOR VALUE RECEIVED, and intending to be legally bound hereby, the undersigned promises to pay to the order of FOX'S PIZZA DEN, INC., (herein Payee), the principal sum of TWENTY-FOUR THOUSAND AND 00/100 ($24,000) DOLLARS, payable at the rate of FOUR HUNDRED AND 00/100 ($400) DOLLARS per month beginning on _____, and on the same day of each succeeding month thereafter for 59 months.

If the undersigned fails to make the monthly payment in full on or before the 10th day of any month, then there shall be added to that month's payment FIFTEEN AND 00/100 ($15) DOLLARS as a late payment fee. All sums paid shall be applied first to the earliest payment due. The added amount due for late payment shall not be applied to reduction of the principal amount of this Note.

An event of default shall occur if the undersigned fails to pay any three (3) monthly payments.

This Note is given by the undersigned to secure the payment of royalties as provided in Section Six of that certain Agreement between the undersigned and the Payee dated _____. If the undersigned abandons or is otherwise in default of the Franchise Agreement, or the Agreement is terminated by the Franchisor for cause, payment of the balance of this Note then due shall be accelerated immediately and shall be considered liquidated damages to the Payee.

The Payee, in its sole discretion, may satisfy this Note or agree to let another assume the obligation contained herein if it consents to the assignment of the franchise granted in the aforesaid Agreement.

If an event of default occurs, the undersigned agrees to pay, in addition to the then remaining principal amount, interest thereon at the rate of six percent (6%) per annum, until the full amount of this Note has been paid.

The undersigned agrees to pay, in addition to all other sums payable hereunder, the reasonable costs and expenses incurred by Fox's Pizza Den, Inc., in connection with all actions taken to enforce collection hereof upon default in the payment of any installment by the undersigned, whether by legal proceedings or otherwise, including, without limitation, attorney's fee of fifteen percent (15%) of the above sum and court costs.

IN THE EVENT OF DEFAULT, THE UNDERSIGNED HEREBY EMPOWERS THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR THE UNDERSIGNED AND, WITH OR WITHOUT ONE OR MORE DECLARATIONS FILED, TO CONFESS JUDGMENT AS OFTEN AS NECESSARY AGAINST THE UNDERSIGNED IN FAVOR OF THE HOLDER HEREOF IN ANY SUCH COURT, AS OF ANY TERM OF THE ABOVE SUM, TOGETHER WITH COSTS OF SUIT AND AN ATTORNEY COMMISSION OF FIFTEEN PERCENT (15%) FOR COLLECTION, WITH RELEASE OF ALL ERRORS. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO STAY OF EXECUTION UPON ANY LEVY ON REAL ESTATE PURSUANT TO ANY JUDGMENT SO ENTERED AND ALSO HEREBY EXPRESSLY WAIVES THE EXEMPTION OF ALL PROPERTY FROM LEVY AND SALE ON ANY EXECUTION THEREON AND ALSO ANY EXEMPTION LAWS NOW IN FORCE OR WHICH MAY HEREAFTER BE ENACTED BY ANY STATE INSOFAR AS SUCH EXEMPTION LAWS MAY BE WAIVED.

This Promissory Note shall be governed by the laws of the Commonwealth of Pennsylvania; shall bind the undersigned, their heirs, successors and assigns; and shall inure to the benefit of FOX'S PIZZA DEN, INC., its successors and assigns. If two or more persons sign this Note, their obligation to pay shall be joint and several.

The parties agree that this Promissory Note is being given in connection with a commercial transaction.

WITNESS/ATTEST: Franchisee

_____ By:_____

_____ By:_____

Address of Franchisee's Unit: Franchisee Address:

_____ _____

ATTACHMENT 11

PROVISIONS APPLICABLE TO SBA FINANCING

For the purpose of Franchisee's application for funding from a lender in which funding is provided with the assistance of the U. S. Small Business Administration (the "SBA"), and at all times that the SBA has an interest in any SBA-assisted financing provided to Franchisee, Franchisor and Franchisee agree as follows:

1. With respect to a partial interest in the Franchised Business, Franchisor may exercise its option to purchase or its right of first refusal only if the proposed transferee is not a current owner or family member of a current owner of Franchisee.

2. If Franchisor's consent is required for any transfer (full or partial) of the Franchised Business, Franchisor will not unreasonably withhold such consent.

3. If Franchisee owns the real estate where the Franchised Business operates, Franchisee will not be required to sell the real estate upon default or termination of the Franchise Agreement, but Franchisee may be required to lease the real estate for the remainder of the Term (excluding additional renewals) for fair market value.

4. If Franchisee owns the real estate where the Franchised Business operates, Franchisor has not and will not during the Term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental indemnification, control or use restrictions. If any such restrictions are currently recorded against Franchisee's real estate, they must be removed in order for Franchisee to obtain SBA financial assistance.

5. If Franchisee owns the real estate where the Franchised Business operates, the right of Franchisor to assume Franchisee's lease has not and will not during the Term of the Franchise Agreement be recorded against the real estate and may not include any attornment language unless it is subordinated to any SBA financial assistance.

6. For other than regularly scheduled payments and payments otherwise authorized in the Franchise Agreement, Franchisor does not have the authority to unilaterally share, commingle, or withdraw funds from Franchisee's bank account.

7. The Franchise Agreement does not prevent Franchisee from having meaningful oversight over the operations of the Franchised Business. Meaningful oversight includes the authority to:

i. Approve the annual budget of the Franchised Business;
ii. Have control over the bank accounts of the Franchised Business; AND
iii. Have oversight over the employees operating the Franchised Business (who must be employees of Franchisee).

Franchisee agrees that the Franchise Agreement does not prevent Franchisee from having meaningful oversight over the operations of the Franchised Business by requiring Franchisee to comply with quality, marketing, and operations standards that govern Franchisee's use of Franchisor's System.

EXHIBIT C

FINANCIAL STATEMENTS

FOX'S PIZZA DEN, INC.

Financial Statements

June 30, 2025, 2024 and 2023

FOX'S PIZZA DEN, INC.
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Myers, Patsy & Associates, LLC
Certified Public Accountants

Carnegie Office:
150 East Main Street
Suite 201
Carnegie, PA 15106

Pleasant Hills Office:
180 Curry Hollow Road
Second Floor, Suite C
Pittsburgh, PA 15236

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
of Fox's Pizza Den, Inc.
Murrysville, Pennsylvania

Opinion

We have audited the accompanying financial statements of Fox's Pizza Den, Inc. (a Pennsylvania corporation), which comprise the balance sheets as of June 30, 2025, 2024, and 2023 and the related statements of income, retained earnings, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Fox's Pizza Den, Inc. as of June 30, 2025, 2024, and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Fox's Pizza Den, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Fox's Pizza Den, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are

considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Fox's Pizza Den, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Fox's Pizza Den Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of operating expenses on page 15, are presented for the purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and related directly to the underlying accounting records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated in all material respects in relation to the financial statements as a whole.

Myers, Patsy & Associates, LLC

Carnegie, Pennsylvania
October 9, 2025

FOX'S PIZZA DEN, INC.
Balance Sheets
June 30, 2025, 2024 and 2023

	2025	2024	2023
Assets			
Current assets			
Cash and cash equivalents	$ 125,645	$ 82,807	$ 13,778
Investments	-	-	37,225
Accounts receivable	54,258	62,619	84,474
Accounts receivable - related parties	-	-	530,658
Prepaid expense and other current assets	200	1,000	2,150
Total current assets	180,103	146,426	668,285
Property and equipment			
Furniture and fixtures	37,618	37,618	37,618
Machinery and equipment	4,888	4,888	4,888
Transportation equipment	738,201	563,022	838,850
	780,707	605,528	881,356
Less: accumulated depreciation	(292,319)	(209,518)	(189,867)
Property and equipment, net	488,388	396,010	691,489
Other assets			
Advances - related parties	3,641,155	3,370,321	1,525,977
Trademarks , net	8,896	9,648	10,400
Deferred tax assets	29,887	32,274	-
Total other assets	3,679,938	3,412,243	1,536,377
Total assets	$ 4,348,429	$ 3,954,679	$ 2,896,151

(Continued)

FOX'S PIZZA DEN, INC.
Balance Sheets
June 30, 2025, 2024 and 2023

	2025	2024	2023
(Continued)			
Liabilities and stockholder's equity			
Liabilities			
Current liabilities			
Accounts payable	$ 107,407	$ 157,018	$ 9,978
Accrued expenses	35,075	14,224	-
Gift cards	91,102	-	-
Deposits	-	26,000	-
Income taxes payable	95,007	91,069	18,181
Contract liabilities	137,374	302,420	119,017
Marketing fund liability	455,556	464,997	425,606
Current portion of notes payable	108,348	72,867	132,424
Total current liabilities	1,029,869	1,128,595	705,206
Long-term liabilities			
Notes payable, net of current portion	275,560	228,385	455,481
Contract liabilities	342,344	133,417	166,083
Advances - related parties	749,147	821,707	261,000
Deferred tax liabilities	-	-	33,178
Total long-term liabilities	1,367,051	1,183,509	915,742
Total liabilities	2,396,920	2,312,104	1,620,948
Stockholder's equity			
Common stock, $100 par value, 1,000 shares authorized, 10 shares issued and outstanding	1,000	1,000	1,000
Retained earnings	1,950,509	1,641,575	1,274,203
Total stockholder's equity	1,951,509	1,642,575	1,275,203
Total liabilities and stockholder's equity	$ 4,348,429	$ 3,954,679	$ 2,896,151

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

FOX'S PIZZA DEN, INC.
Statements of Income and Comprehensive Income
For the Years Ended June 30, 2025, 2024 and 2023

	2025	2024	2023
Income			
Franchise sales	$ 103,524	$ 84,100	$ 86,616
Franchise royalties	895,951	901,368	803,181
Licensing fees	264,937	-	229,870
Miscellaneous income	117,880	190,738	196,302
Total income	1,382,292	1,176,206	1,315,969
Direct costs	22,153	1,150	7,500
Gross profit	1,360,139	1,175,056	1,308,469
Operating expenses	969,906	778,098	853,790
Income from operations	390,233	396,958	454,679
Nonoperating income			
Interest and dividend income	209	1,878	3,228
Realized gain (loss) on investments	-	3,413	(13,496)
Gain (loss) on sale of equipment	(8,792)	(314)	8,400
Other income	11,700	9,011	-
Total nonoperating income	3,117	13,988	(1,868)
Net income before income taxes	393,350	410,946	452,811
Income tax expense	84,416	43,574	114,915
Net income	308,934	367,372	337,896
Other comprehensive income (loss), net of tax			
Unrealized gain (loss) on securities	-	-	7,105
Deferred taxes on unrealized (gains) losses	-	-	(921)
Other comprehensive income (loss), net of tax	-	-	6,184
Total comprehensive income	$ 308,934	$ 367,372	$ 344,080

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

FOX'S PIZZA DEN, INC.
Statements of Retained Earnings
For the Years Ended June 30, 2025, 2024 and 2023

	2025	2024	2023
Balance, beginning of year	$ 1,641,575	$ 1,274,203	$ 930,123
Comprehensive income	308,934	367,372	344,080
Dividends	-	-	-
Balance, end of year	$ 1,950,509	$ 1,641,575	$ 1,274,203

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

FOX'S PIZZA DEN, INC.
Statements of Cash Flows
For the Years Ended June 30, 2025, 2024 and 2023

	2025	2024	2023
Cash flows from operating activities			
Net income	$ 308,934	$ 367,372	$ 337,896
Adjustments to reconcile net income to net cash provided by operations:			
Depreciation and amortization	92,881	77,500	51,782
Deferred tax expense	2,387	(65,452)	(5,805)
Investment income	-	(5,291)	-
(Gain) loss on sale of equipment	8,792	314	1,868
(Increase) decrease in:			
Accounts receivable	8,361	21,855	12,244
Prepaid expenses	800	1,150	5,000
Increase (decrease) in:			
Accounts payable	(49,611)	147,040	(255,655)
Accrued liabilities	89,891	113,112	(30,249)
Marketing funds	(9,441)	39,391	(33,700)
Contract liabilities	43,881	150,737	(89,900)
Net cash provided by operating activities	496,875	847,728	(6,519)
Cash flows from investing activities			
Proceeds from the sale of equipment	3,000	68,040	-
Purchase of equipment	(12,000)	(7,744)	(500)
Interest and dividends	-	1,878	3,228
Purchases of investments	-	-	(48,793)
Sale of securities	-	40,638	46,302
Net cash provided by (used for) investing activities	(9,000)	102,812	237
Cash flows from financing activities			
Repayment of long-term debt	(101,643)	(128,532)	(66,513)
Advances made to related parties	(3,637,986)	(1,844,344)	(1,230,561)
Repayment of related party advances	3,294,592	1,091,365	1,283,100
Net cash used for investing activities	(445,037)	(881,511)	(13,974)
Net decrease in cash	42,838	69,029	(20,256)
Cash - beginning of year	82,807	13,778	34,034
Cash - end of year	$ 125,645	$ 82,807	$ 13,778

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

Note 1 – Organization and Summary of Significant Accounting Policies

Organization

Fox's Pizza Den, Inc. (the Den) was incorporated on September 16, 1974, and was organized under the laws of the Commonwealth of Pennsylvania. The Den sells pizza shop franchises operating under the name Fox's Pizza Den. It maintains its offices in Murrysville, Pennsylvania. The Den currently has 204 franchises located in 24 states.

Affiliated Companies

With respect to entities under common control, the Company has elected to apply the alternative accounting and disclosures provided to private companies by generally accepted accounting principles related to entities under common control. Accordingly, the following entities have not been evaluated under the guidance in the VIE subsections of FASB ASC 810: Fox's Pizza Distribution, Inc., Fox Property Development, LLC, FPD Plum, LLC, Fox Jr. Development, Inc., Big Daddy Enterprises, Inc., Fancy Fox, LLC, Fox Tiels, LLC, Fox Property Development Plum, LLC, Dick's Diner, LLC, JRF3, LLC and LVF Property Development, LLC. These affiliated entities are under common control and were created by the owner to vertically integrate the supply chain for franchise inventories and site development activities.

Depreciation

The cost of property and equipment is depreciated over the estimated useful lives of the related assets. Depreciation is computed on the straight-line and accelerated methods for financial reporting purposes and accelerated methods allowed under the Internal Revenue Code for income tax purposes. Depreciation expense was $92,129, $76,748, and $51,030, for the years ended June 30, 2025, 2024, and 2023, respectively.

Cash and Cash Equivalents

The Den considers all short-term investments with an original maturity of three months or less to be cash equivalents for the statement of cash flows.

Income Taxes

The provision for income taxes includes both taxes currently payable and deferred taxes. Deferred taxes arise, principally, from the use of accrual basis accounting for financial statement purposes versus cash basis accounting for income tax purposes, as well as depreciation method differences. The deferred tax assets and liabilities represent the future tax return consequences of those differences, which will either be taxable or deductible when the assets and liabilities are recovered or settled. Deferred taxes also are recognized for operating losses that are available to offset future taxable income.

Intangible Assets

Trademarks are amortized on a straight-line basis over ten years. Amortization expense was $752, $752 and $752, for the years ended June 30, 2025, 2024, and 2023, respectively.

Advertising Costs

The Den expenses advertising costs as incurred. For the years ended June 30, 2025, 2024, and 2023, advertising expense was $26,625, $43,805, and $8,964, respectively.

Estimated Uncollectible Accounts

The Den provides an allowance for uncollectible accounts based on management's evaluation of the collectability of individual accounts. No allowance was provided for the years ended June 30, 2025, 2024, and 2023.

Use of Estimates

Management uses estimates and assumptions in preparing consolidated financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from those estimates.

Revenue Recognition

The Den receives revenues under franchise agreements that include various fees that are recognized as the related performance obligations are satisfied.

Initial Franchise Fees and Renewal Fees

Initial franchise fees and renewal fees are initially recognized as accounts receivable at the time the franchise agreement is signed. Revenue is recognized over the term of the agreement. Unearned franchise fees are reported as contract liabilities.

Training Fees

Training fees are due at the time franchise agreements are executed. Revenue is recognized when the training program has concluded, and the retail store is opened. Unearned training fees are reported as contract liabilities.

Continuing Royalty Fees

Continuing royalty fees are due and payable monthly. Past due royalty fees are included with accounts receivable.

Evaluation of Subsequent Events

The Company has evaluated events through October 9, 2025, which is the date the financial statements were available to be issued.

Note 2 – Revenue Recognition

Franchise Sales, Franchise Royalties, and Other Franchise Fees

The Den executes franchise agreements that set the terms of its arrangement with each franchisee. The franchise agreement requires the franchisee to pay an initial, non-refundable fee. The franchise is also obligated under a promissory note to pay a monthly royalty fee, as specified in the franchise agreement.

The Den, as the franchisor, grants certain use of its trade names, trademarks, and logos. Under the agreement, the Den must also provide training to employees of the business at an additional fee. Revenues associated with franchise agreements are as follows:

Franchise royalty fees are recognized as being earned on a monthly basis over the five-year term of the franchise. Royalty fees on any closed or terminated franchise are recorded as Den revenue upon the receipt of payment. Direct costs related to the sale and service of the franchise are expensed as incurred.

Previous to the adoption of ASC 606, revenue from sales of individual franchises were recognized when substantially all significant services to be provided by the Den had been performed and the location was opened.

Licensing Fees

Licensing fees are recognized when earned. Sales data are reviewed retrospectively, and receivables are recorded quarterly. Payments on outstanding receivables are typically received within 180 days of quarter-end.

Contract Balances

The timing of revenue recognition, billings, and cash collections results in billed accounts receivable and unearned franchise fees (contract liabilities) on the balance sheet. Amounts are billed and due at the initiation of franchise agreements and result in contract liabilities. These deposits are liquidated when revenue is recognized.

The Company applied the practical expedient available under FASB ASC 606 to determine significant financing components if the good/service is transferred and payment is received within one year.

The beginning and ending contract balances were as follows:

	June 30,		
	2025	2024	2023
Receivables - licensing fees	$ -	$ -	$ 530,658
Contract liabilities - franchise fees	297,560	213,084	237,183
Contract liabilities - signing bonuses	256,510	222,753	47,917

Revenue recognized for the years ended June 30, 2025, 2024, and 2023, that were included in the contract liability balances at the beginning of each year were $114,011, $125,767, and $157,651, respectively.

Note 3 – Long Term Debt

The Den's vehicle loans were as follows at June 30, 2025, 2024, and 2023:

Dated	Interest Rate	Term (months)	2025	2024	2023
November 21, 2018	8.50%	72	-	6,919	22,268
November 22, 2019	7.99%	60	-	2,096	6,860
December 30, 2020	6.80%	36	-	-	7,407
March 10, 2021	0.99%	36	-	-	12,745
January 27, 2023	6.99%	60	-	-	230,579
March 30, 2023	0.00%	48	29,249	45,203	61,158
June 12, 2023	9.89%	60	49,276	65,195	76,212
June 27, 2023	10.64%	72	-	-	170,676
May 31, 2024	8.89%	60	148,971	181,839	-
October 30, 2024	1.90%	36	53,158	-	-
December 18, 2024	8.89%	60	49,209	-	-
December 18, 2024	8.89%	60	54,045	-	-
	Total		383,908	301,252	587,905
	Less: current portion		(108,348)	(72,867)	(132,424)
			$ 275,560	$ 228,385	$ 455,481

The net book value of vehicles pledged as collateral on loans was $616,696 at June 30, 2025.

Future aggregate principal payments are as follows:

Year ending December 31,	Amount
2026	108,348
2027	111,383
2028	86,541
2029	65,910
2030	11,726
	$ 383,908

Note 4 – Income Taxes

For the years ended June 30, 2025, 2024, and 2023, income tax expenses consisted of the following:

	2025	2024	2023
Current income tax expense			
Federal	$ 79,920	$ 86,966	$ 71,699
State	28,304	22,060	49,942
	108,224	109,026	121,641
Adjustment for prior years			
Federal	(25,402)	-	-
State	(793)	-	-
	(26,195)	-	-
Deferred tax obligations (benefit)			
Federal	4,652	(77,331)	10,994
State	(2,265)	11,879	(17,720)
	2,387	(65,452)	(6,726)
Income tax expense (benefit)	$ 84,416	$ 43,574	$ 114,915

The Den had total deferred tax assets and deferred tax liabilities at June 30, as follows:

	2025	2024	2023
Total deferred tax assets			
Federal	$ 108,129	$ 100,026	$ 59,586
State	38,295	38,804	28,346
	146,424	138,830	87,932
Total deferred tax liabilities			
Federal	91,396	78,641	115,532
State	25,141	27,915	5,578
	116,537	106,556	121,110
Net deferred tax liability (asset)	$ (29,887)	$ (32,274)	$ 33,178

The Den may be subject to tax examination by taxing authorities for the years ended June 30, 2025, 2024, and 2023. Any tax penalties and interest assessed are recorded under operating expenses.

Note 5 – Related Party Transactions

Leases

The Den's shareholder owns a warehouse facility in Murrysville, PA under the name of Fox's Property Development, LLC. Fox's Pizza Den's corporate offices are at this location along with the warehouse distribution center. The rent expense for the years ended June 30, 2025, 2024, and 2023 was $180,000, $180,000, and $180,000, respectively. The lease is renewable annually.

Licensing Fees and Accounts Receivable

The Den's sole shareholder is a 100% shareholder in Fox's Pizza Distribution, Inc. (the Distribution Company). The Distribution Company provided supplies and secretarial services to the Den on a cost-free basis.

The Den has entered into a licensing agreement with the Distribution Company. The Distribution Company receives the right to advertise and sell the Den's food products, promotional items, and printed materials. In exchange, the Den receives a fee of 1% of the Distribution Company's gross sales. The licensing agreement was terminated between the parties during the year ending June 30, 2025. Licensing fee income for the fiscal years ended June 30, 2025, 2024, and 2023 amounted to $264,937, $0 and $229,870, respectively.

Franchise Development Fees

The Den annually pays Fox Jr. Development, Inc. for the development and expansion of Fox's Pizza Den franchises. Development fees for the years ended June 30, 2025, 2024, and 2023 are $250,000, $250,000, and $250,000, respectively.

Advances to Related Parties

The Den's sole shareholder owns 100% of the outstanding stock of related companies. Balances for amounts advanced to (from) at June 30, 2025, 2024, and 2023 were as follows:

	Balance at End of Year		
	2025	2024	2023
Shareholder	$ 332,783	$ (16,837)	$ 54,000
Other companies, wholly owned	140,334	550,323	44,300
Affiliates			
Fancy Fox, LLC	-	-	43,766
Fox's Pizza Distribution, Inc.	(540,828)	(664,866)	5,000
Vicksburg Pizza Property, LLC	(49,217)	25,280	-
Related entities			
Big Daddy Enterprises, Inc.	1,330,134	1,286,382	1,231,364
Fox Jr. Development, Inc.	561,026	375,177	(95,000)
Fox's Property Development, LLC	(94,000)	(140,004)	(166,000)
LVF Property Development, LLC	1,211,776	1,133,159	147,547
	$2,892,008	$2,548,614	$1,264,977

Note 6 – Cash Flow Information

Supplemental Disclosures of Cash Flow Information

	2025	2024	2023
Cash paid for income taxes	$ 83,578	$ 34,815	$ 149,937
Cash paid for interest	$ 38,600	$ 36,320	$ 15,719

Noncash Investing and Financing Transactions

The Den routinely purchases transportation equipment and vehicles through bank financing and trading vehicles. Amounts associated with noncash vehicle purchases and trades are summarized below:

	2025	2024	2023
Value of traded vehicles	$ -	$ 339,960	$ 95,000
Financing on vehicle purchases	$ 184,299	$ 181,839	$ 560,719

Note 7 – Acquired Intangible Assets

	Gross Carrying Amount	Accumulated Amortization
Amortized intangible assets		
Trademarks	$ 21,270	$ (12,374)
Unamortized intangible assets		
Trademarks	$ 8,896	
Aggregate Amortization Expense	$ 752	
Estimated Amortization Expense		
For year ended June 30, 2026	$ 752	
For year ended June 30, 2027	752	
For year ended June 30, 2028	752	

Note 8 – Contingencies

The Den occasionally becomes involved in litigation in the normal course of business. At June 30, 2025, 2024, and 2023, the Den has no outstanding material litigation issues.

Supplementary Information

FOX'S PIZZA DEN, INC.
Schedules of Operating Expenses
For the Years Ended June 30, 2025, 2024 and 2023

	2025	2024	2023
Advertising	$ 26,625	$ 43,805	$ 8,964
Auto and truck expense	17,899	17,991	146,712
Bank and service fees	868	1,608	1,690
Contributions	-	500	500
Depreciation and amortization	92,881	77,500	51,781
Dues and subscriptions	3,000	-	-
Entertainment	-	-	20,828
Franchise development fees	250,000	250,000	250,000
Insurance	32,169	23,541	19,813
Interest expense	38,600	36,320	15,719
Legal and professional fees	175,730	91,169	101,303
Licenses and permits	-	3,153	1,371
Miscellaneous	10,002	12,014	8,345
Office expense	15,781	23,940	7,760
Rent	180,000	180,000	180,000
Repairs and maintenance	3,944	-	-
Management fee	97,465	3,000	-
Taxes - out of state franchise	3,795	-	-
Taxes - penalties	9,373	-	-
Telephone/Internet	4,913	9,117	27,630
Travel	6,861	4,440	11,374
	$ 969,906	$ 778,098	$ 853,790

EXHIBIT D

FOX'S PIZZA DEN OPERATIONS MANUAL

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EXHIBIT E

FRANCHISED OUTLETS

(As of June 30, 2025)

ALABAMA	DATE OPENED	
Argo/Trussville Foxhound One, LLC David Moore, Member	11/96	750 Highway 11, Suite 3 Trussville, AL 3517 (205) 467-3444
Prattville Sunnyhill Prattville, Inc. Randy Eckman, President	12/12	164-166 W. Main Street Prattville, AL 36067 334-358-1964
Trussville Foxhound Two, LLC David Moore, Member	12/15	199 Beechnut St. Trussville, AL 35173 205-296-7695

ARKANSAS	DATE OPENED	
Bay Pamela Owens	07/17	207 N. Bay Drive Bay, AR 72411 870-770-1996
Bono Bono Pizza Co., LLC Sidney & Aaron Duty, Members	07/07	10040 Hwy 63 North Bono, AR 72416 (870) 268-9797
Lake Village Santa Lee Pizza, LLC Santa Lee, Member	06/11	1927 South Highway 65 Lake Village, AR 71653 (870) 265-3691

COLORADO	DATE OPENED	
Elizabeth TPT Co FP1, LLC Raley Parker and Josh Hicks	12/24	240 S. Elizabeth Street, Unit 8 Elizabeth, CO 80107 720-734-1333

DELAWARE	DATE OPENED	
Millville Shore Pizza, LLC Aleksejas Buinovskis, Sole Member	08/10	200 Atlantic Avenue, Unit C Millville, DE 19967 (302) 539-6900
Selbyville Bayside Pizza, LLC Aleksejs Buinovskis, Sole Member	08/13	31225 Americana Way Units 5&6 Selbyville, DE 19975 (302) 436-3697

GEORGIA	DATE OPENED	

Bogart Walton Dough Works, Inc. Philip Randle, President	07/07	2971 Monroe Highway, Suite 109 Bogart, GA 30622 (678) 661-0220
Brunswick Adelynn Raine Enterprises, LLC Craig Poppell, Sole Member	06/04	1435 Newcastle Street Brunswick, GA 21520 (912) 264-4490
Darian Red Byrd Holdings, LLC Craig Poppell	06/25	1225 Northway Darien, GA 31305 912-437-5570
Pine Mountain Vida L. Duke, LLC Vida L. Duke, Member	09/94	703 Gardenview Dr. Pine Mountain, GA 31822 (706) 663-2002
Savannah Rahul's Pie, LLC Jignesh Rahul	03/30	485 Jimmy DeLoach Parkway Savannah, GA 31407 912-239-4419
St. Simons Island Fox's Pizza Den-SSI, LLC Kim Taylor, Member	12/07	240 Retreat Village St. Simons Island, GA 31522 (912) 634-9806

INDIANA	DATE OPENED	
Lafayette CLAGE, Inc. Greg Kreinbrook, President	11/11	4921 State Road 26 East Lafayette, IN 47909 (765) 838-0564

LOUISIANA	DATE OPENED	
Delhi Croft Family Foods, LLC Brock Croft, Member	08/98	620 First Street Delhi, LA 71232 (313) 878-8888
Leesville Grangel, Inc. Angel Blakeney	08/09	99 East Union Leesville, LA 71446 (337) 392-4949
Olla Foxs Pizza Den of Olla, LLC Jessica Davis	04/22	4513 Main Street Olla, LA 71465 (318) 495-3315
Rayville ABA Pizza, Inc. Michelle Bell	06/10	119 Maxwell Street Rayville, LA 71269 (318) 728-3130
Sulphur Fox's Pizza Den of Sulphur, LLC James "Brad" Granich	05/08	2590 Maplewood Drive Sulphur, LA 70663 (337) 533-1181
Tallulah	06/96	11 Crothers Dr.

TRICHELL, LLC Calvin (Ed) Trichell, Member		Tallulah, LA 71282 (318) 574-6393
West Monroe RDJB OUACHITA, L.L.C. Justin Brazzell, Member	05/03	1250 Highway 15 West Monroe, LA 71291 (318) 654-4752
Winnsboro 413 Pizza, LLC Justin & Brigette Vandevere, Members	07/03	6361 Highway 4 Winnsboro, LA 71295 (318) 435-2277

MARYLAND	DATE OPENED	
Bel Air/Cumberland Big Brown Brothers, LLC Khush Kotak, Member	8/11	15808 McMullen Highway Cumberland, MD 21502 240-362-7027
Berlin, MD West OC Pizza Corp. d/b/a Fox's Pizza Restaurant and Bar Aleksejs Buinovskis	4/18	11328 Samuel Bowen Blvd. Bldg. F Berlin, MD 21811 410-973-2936
Cumberland EMFreeland, LLC Eric Freeland	12/23	517N Centre Street Cumberland, MD 21502 240-362-7280
Deep Creek JAM Pizza, LLC Aaron Mullenax	1/24	19567 Garrett Highway Oakland, MD 21550 240-442-5590
Oakland JAM Pizza, LLC Aaron Mullenax	08/84	259 N. 3rd Street Oakland, MD 21550 (301) 334-3212
Westernport Robin Doolan	11/85	52 Main Street Westernport, MD 21562 (301) 359-3029

MICHIGAN	DATE OPENED	
Battle Creek HG&H Enterprise, LLC Hiram A. and Heather Jude, Members	03/05	12898 Beadle Lake Dr., Suite 100 Battle Creek, MI 49014 (269) 979-9869
Boyne City, MI Pepperoni, LLC Jason Mayrand	03/27	104 Water Street Boyne City, MI 49712 231-497-6011
Mackinaw City Greek Investments	05/23	316 East Central Avenue Mackinaw City, MI 49701

Demetrios Dorovenis		(231) 436-6057
Petoskey JRF Mackinaw, Inc. Jim Fox	05/24	1208 US-31 Petoskey, MI 49770 (231) 489-8294

MISSISSIPPI	DATE OPENED	
Brookhaven Sunny Hill Brookhaven, Inc. Randy Eckman, President	07/10	106 W. Monticello Street Brookhaven, MS 39601 (601) 833-5996
Clinton, M&T Vicksburg Investments, LLC Tod Dorbeck, Member	01/12	713 Clinton Parkway Clinton, MS 39056 601-529-7018
Columbia W. Ruston Foods, LLC Russ Foxworth, Member	04/12	418 Sumrall Road, Suite 9 Columbia, MS 39429 601-444-0001
McComb Sunny Hill Inc. Randy Eckman, President	07/09	1458 Delaware Avenue McComb, MS (601) 684-0600
New Albany Fox's New Albany, LLC Greg and Susie Miley	09/24	702 Coulter Drive New Albany, MS 38652 (662) 486-2369
Oxford Fox's Oxford, LLC Greg and Susie Miley	10/20	900 Sisk Avenue, Suite A Oxford, MS 38655 (662) 638-8333
Sumrall D&D Foods, LLC Debra Lucus	03/09	1039 Highway 42, Suite 1 Sumrall, MS 39482 (601) 758-0003
Tupelo Fox's Tupelo, LLC Susan Miley, Member	05/17	1685 N. Coley Road Tupelo, MS 38801 662-891-3697
Vicksburg M&T Vicksburg Investments, LLC Tod Dorbeck, Member	03/04	102 Holt-Collier Drive Vicksburg, MI 39183 (601) 636-9999

NEW YORK	DATE OPENED	
Campbell Robert H. Berger, Jr.	11/04	8824 State Highway 415 Campbell, NY 14821 (607) 527-3697

NORTH CAROLINA	DATE OPENED	
Eastover, NC Morris Family Foods, LLC Thomas Morris, Member	11/13	3951 Dunn Road Eastover, NC 28312 (910) 323-3697
Waxhaw Wesley-James, Inc. Rick E. Hodge, President	07/03	407 East South Main Street Waxhaw, NC 28173 (704) 843-1439
Lumberton, NC Jennifer Faatz J4 Family Foods, LLC	03/24	2728 N. Roberts Ave. Lumberton, NC 28358 910-964-8840
Washington, NC WMJ & Assoc, Inc. Wathik Hassan		206 Bridge St, Ste 104 Washington, NC 27889 313-878-8818

OHIO	DATE OPENED	
Baltic Compass Investments BOH, LLC Scott Lane, Member	12/13	121 East Main Street Baltic, PA 43804 330-897-3697
Boardman Lisko Foxs Pizza Den, LLC Tyler Lisko	06/25	7530 Market Street Youngstown, OH 44512 330-915-4812
Columbiana DSB Industries, LLC Daniel S. Baumgardner	12/21	144 North Main Street Columbiana, OH 44408 330-892-5176
Englewood Sherry's Pizza Palace, LLC Sherry Gibson, Sole Member	06/21	606 Taywood Road, Suite 188 Englewood, OH 45322 937-540-9613
Lisbon Hay Jack, LLC Perry F. Arter, Member	03/79	7 South Park Avenue Lisbon, OH 44432 (330) 424-3820
Pomeroy A&T Thomas, LLC Adam Thomas, Managing Member	10/05	500 East Main Street Pomeroy, OH 45769 (740) 992-9040
Rittman TAMK, Inc. Kelly Dorland, President	11/93	18 N. Main Street Rittman, OH 44270 (330) 925-3000
Rutland Fox's Pizza Den of Meigs County, Inc.	07/01	15 Main Street Rutland, Ohio 45775

Miranda Kernan		(740) 742-7405
Tuppers Plains T&C Sanders, Inc. Tyler Sanders, Managing Member	02/01/16	42303 State Rt. 7 Tuppers Plains, OH 45683 740-667-3697
Vandalia Sherry's Pizza Palace, LLC Sherry Gibson, Sole Member	04/10/23	694. W. National Road Vandalia, OH 45377
West Milton Hollyco Enterprises, LLC Joshua M. Orange, Member	12/95	19 N. Miami Street West Milton OH 45383 (937) 698-6000

PENNSYLVANIA	DATE OPENED	
Ambridge Brian & Pamela Ritchey	03/84	1204 Merchant Street Ambridge, PA 15003 (724) 266-3630
Apollo Stephen King	12/84	125 North Plaza Apollo, PA 15613 (724) 478-3603
Bedford Specktacular Foods, LLC Bryan Speck	04/17	9503 Lincoln Hwy., Suite 106B Bedford, PA 15522 814-310-2422
Belle Vernon HarMa Enterprises, LLC Kevin Koltash	02/88	819 Broad Avenue Belle Vernon, PA 15021 (724) 929-4121
Bentleyville Rocky Pizza, LLC Wendy Rock	07/89	421 Main Street Bentleyville, PA 15314 (724) 239-4466
Berlin EMFreeland, LLC Eric Freeland	11/21	310 Main Street Berlin, PA 15530 (814) 267-2275
Bethel Park, PA Hustle and Dough, LLC Matthew Luciani/William Bortz	06/01	1001 Cool Springs Dr. Bethel Park, PA 15102
Blairsville, PA Conemaugh Restaurant Group, LLC Chris Rearick	06/19	164 East Market Street Blairsville, PA 15717 724-459-5250
Boswell Boswell FP, LLC Lisa Lonas, Member	10/20	1002 Atkinson Way Boswell, PA 15531 814-703-8310

Bradford Sera Enterprises, LLC Dakota Sera, Member	12/18	444 East Main Street Bradford, PA 16701 814-368-8555
Brookline LUCIANI PIZZA ENTERPRISE, LLC Matthew Luciani, Member	10/07	902 Brookline Blvd. Pittsburgh, PA 15226 412-892-9130
Brookville R&A Enterprise, LLC Jason Geer, Member	10/87	295 Main Street Brookville, PA 15825 (814) 849-7777
Brownsville Rocky Pizza-2, LLC Wendy Rock	09/95	418 Market Street Brownsville, PA 15417 (724) 785-5700
Burgettstown Megan Crisi, Managing Partner	07/16	1574 Smith Township State Road Burgettstown, PA 15021 724-701-6430
Butler WBCK Enterprise, LLC William Bortz, Jr.	07/01	505 Hansen Avenue Butler, PA 16001 (724) 841-0369
Carmichaels EMFreeland Eric Freeland, Member	11/03	100 S. Market Street Carmichaels, PA 15320 (724) 966-2908
Chalk Hill OBM Enterprise, LLC Willie McElroy, Jr.	03/89	2944 National Pike Chalk Hill, PA 15421 (724) 437-4992
Chambersburg Richard Dutrow, Individual	12/22	120 S. Main Street Chambersburg, PA 17201 (717) 552-2372
Chicora N&M Enterprise, LLC Dan Weidenhof	01/19	125 N. Main Street, Suite B Chicora, PA 16025 724-607-1117
Clarion R-Cube Ventures, LLC Fayyaz Ahmad	07/81	511 Main Street Clarion, Pa 16214 814-226-7777
Clearfield T.W.K. Enterprises, Inc. Tom Knarr	12/94	1121 Bigler Avenue Clearfield, PA 16830 (814) 765-6455
Clymer	12/21	530 Franklin Street

Rearick Enterprises, LLC Chris Rearick		Clymer, PA 15728 724-905-8044
Connellsville 4A Company, LLC Ronald G. Smith	02/17	121 North Pittsburgh St. Connellsville, PA 15425 724-620-2803
Coudersport Wolfinger, Inc. Tiffany Gledhill	08/90	231 Rt. 6 West Coudersport, PA 16915 (814) 274-8160
Davidsville Gini Lynne Gray	06/95	205 S. Main Street Davidsville, PA 15928 (814) 479-4411
Delmont WABJ, LLC William C. Bortz, Sole Member	03/00	76 Greensburg Street Delmont, PA 15626 (724) 468-3300
Donegal RO&A, Inc. Ronald C. Orris	12/16	3846 State Route 31 Donegal, PA 15627 (724) 593-3697
Dover Johnson & Miller, LLC Tim Johnson	09/02	2150 Palomino Road Dover, PA 17315 (717) 308-1515
DuBois R&A DuBois Enterprise, LLC Jason E. and Norma Jean Geer, Members	01/89	1 East DuBois Avenue Dubois, PA 15801 (814) 371-0444
Ebensburg Fox's Pizza Den-Ebensburg, LLC Barry A. Hamady, Sole Member	09/15	1104 West High Street Ebensburg, PA 15931 (814)-419-8299
Eldred Schweikart Enterprises, LLC Dylan Schweikart and Rikiya Tanaka	05/18	187 Main Street Eldred, PA 16731 (814) 225-0028
Elizabeth Township J & T Holdings, Inc. Jason Dull, President, Anthony Rearick, Vice President	09/00	200 Swiss Way, Alpine Village Elizabeth, PA 15037 (412) 751-0551
Ellwood City Fierst One, LLC William Fierst, Member	03/21	1669 State Highway 65 Ellwood City, PA 16117 724-201-0900
Emporium JM Caskey, Inc.	08/85	41 East 4th Street Emporium, PA 15834

John Caskey		(814) 486-3637
Franklin NAESCO, LLC Rochelle R. Frankenberger, Member	06/05	1233 Liberty Street Franklin, PA 16323 (814) 432-2625
Freedom R3Z Enterprises, Inc. Tammy DeFallo, Stockholder	12/15	799 3rd Avenue Freedom, PA 15042 724-709-7545
Fox Chapel Grand MarDea, LLC Pamela Grandizio, Member	04/25	1153 Old Freeport Rd Pittsburgh, PA 15238 412-230-4141
Greensburg BRAMAR Enterprises, LLC Bradley Hornick, Member	05/17	641 E. Pittsburgh St. Greensburg, PA 15601 724-219-3503
Greenville Fired Up Pizzeria, LLC Karl & Nicole Slaughenhoupt	06/20	187 Main Street Greenville, PA 16125 724-588-2222
Grove City, PA Ryan Lee Brain, LLC Ryan Brain and Ronald Brain	02/16	120 N. Broad Street Grove City, PA 16127 (724) 264-4995
Harrison City, PA Simpli Italian, LLC Gregory J. Scampone	07/18	3356 Route 130 Harrison City, PA 15636 724-392-4907
Hastings, PA Fox's Pizza Den-Hastings, LLC Barry Hamady	09/22	297 Beaver Street PO Box 109 Hastings, PA 16646 814-247-5173
Herminie, PA ROCKYPIZZA-3, LLC Wendy Rock	01/23	34 Sewickley Avenue Herminie, PA 15637 724-446-5211
Homer City CONEMAUGH RESTAURANT GROUP, LLC Chris Rearick	08/20	41 S. Main Street Homer City, PA 15748 724-915-8648
Hopewell SECREST ENTERPRISES, LLC Sebastian Secrest, Managing Member	08/15	2296 Brodhead Road Aliquippa, PA 15001 (724) 203-4762
Hunker ROCKYPIZZA-2022, LLC Paul C. Rock, Member	12/19	1669 New Stanton Ruffsdale Road Hunker, PA 15639 724-755-0777
Imperial Ceces Hospitality Group, LLC	11/17	120 West Allegheny Road Imperial, PA 15126

Derek Suehr, Member		724-695-2211
Indiana Slices and Sixers, Inc. John Clemens, President	02/08	580 Philadelphia Street Indiana, PA 15701 (724) 463-8369
Irwin McBriar Foods, LLC Christopher M. McBriar	05/23	11322 Center Highway Irwin, PA 15642 724-515-2237
Jeannette Antonella Development, LLC Linn Antonella, Sole Member	07/17	225 Margaret Avenue Jeannette, PA 15644 724-522-5822
Kennett Square Decker's Slice, LLC Philip Stiefel, Member	03/08	345 Scarlett Road Kennett Square, PA 19348 (610) 444-6060
Kittanning CSP Pizza, Inc. Christopher Panchik, President	05/04	136 South Grant Avenue Kittanning, PA 16201 (724) 543-3697
Knox Craig Company, LLC Matthew & Lisa Craig, Members	11/21	526 Main Street Knox, PA 16232 814-992-2238
Latrobe BAN Enterprise, Inc. Brian Savinda, President	01/01	606 Cedar St. Latrobe, PA 15650 (724) 539-7558
Leechburg Jack Enterprises 2023, LLC Jennifer & Robert Bucci	01/89	214 Market Street Leechburg, PA 15656 (724) 845-5581
Ligonier Heroes Never Alone, Inc. Shela Gornik, Vice President	10/92	122 North Market St. Ligonier, PA 15658 (724) 238-3733
Lower Burrell M&G Pizza, Inc. Matthew Fryer, President	04/02	2807 Leechburg Rd., Suite 3 Lower Burrell, PA 15068 (724) 334-3697
McKees Rocks Saini & Gul, LLC Sajjad Gul, Member	02/08	659 Woodward Avenue McKees Rocks, PA 15136 (412) 331-3131
Mercer C&M Shannon Enterprises, LLC Craig & Makayla Shannon, Members	09/81	539 Greenville Avenue Mercer, PA 16137 (724) 662-4414
Meyersdale EMFreeland, LLC	04/16	322 Main Street Meyersdale, PA 15552

Eric Freeland		(814) 634-7189
Mifflintown Todd D. Snook	04/92	1803 Butchershop Road Mifflintown, PA 17059 (717) 436-8248
Millvale Happy Crust, LLC Frank Mascara	11/22	401 Grant Avenue Pittsburgh, PA 15209 412-772-1757
Monongahela Rocky Pizza-2024, LLC Wendy Rock	05/21	1235 West Main Street, Suite B Monongahela, PA 15063 734-310-2080
Monroeville TBK Foxes, LLC Theresa M. Krentz, Managing Member	12/02	4400 Old William Penn Highway Monroeville, PA 15146 (412) 666-0400
Moon Township White Salt, Inc. Danielle White, President	09/15	998 Brodhead Rd. Moon Township, PA 15108 412-400-0656
Mount Pleasant HarMa Enterprises, LLC Kevin J. Koltash	12/29	509 West Main Street Mt. Pleasant, PA 15666 724-547-2220
Mount Washington DanBri Enterprises, Inc. Brian Torles & Dan McMann	10/00	6 Bailey Ave. Pittsburgh, PA 15211 (412) 381-9300
Murrysville Cihal Enterprise, LLC William Bortz	07/17	4810 Old William Penn Hwy Export, PA 15632 724-519-9686
New Alexandria Rearick Enterprises, LLC Chris Rearick, Managing Partner	02/17	101 East Main Street New Alexandria, PA 15670 724-668-5241
New Bethlehem CPS Pizza, Inc. Christopher & Stacy Panchik	08/17	300 Broad Street New Bethlehem, PA 16242 814-457-5176
New Castle Proverbs 3, LLC Michael Kumanchik	10/23	1905 Wilmington Rd New Castle, PA 16105 724-698-7342
New Kensington Chris Sowinski	02/78	716 Fifth Avenue New Kensington, PA 15068 (724) 339-3933
Oakmont, PA SIMPLI ITALIAN, LLC Greg and Ronna Scampone	09/15	314 Allegheny River Boulevard Oakmont, PA 15139 412-892-9130

Park Hill Fox's Parkhill, LLC David Aurandt	04/92	224 Park Hill Drive Johnstown, PA 15945 (814) 535-2456
Penn Hills Pippens Enterprises, LLC Sherwin Pippens	06/05	12240 Frankstown Road Penn Hills, PA 15235 (412) 795-2300
Perryopolis J Nicholls, LLC Jacob Nicholls, Member	08/12	3357 Pittsburgh Road Perryopolis, PA 15473 (724) 736-8300
Pitcairn FPDI, Inc. Cindi Dick	03/71	710 Broadway Blvd. Pitcairn, PA 15140 (412) 372-6996
Plum Boro Scooties Den, LLC Scott Steuernagle	03/01	2374 Route 286 Pittsburgh, PA 15239 (724) 327-3697
Port Allegany Michelle L. & Brandon M. Bliss	10/88	52 Main Street Port Allegany, PA 16743 (814) 642-2623
Punxsutawney Donnalee, LLC	02/16	207 Hampton Avenue Punxsutawney, PA 15767 (814) 618-5653
Reynoldsville Steve Weaver Weaver Brothers, LLC	05/18	1 Broadway Street Reynoldsville, PA 15851 814-612-2720
Richland Twp. Timothy and Lisa Lonas	12/04	1425 Scalp Avenue, Suite 150 Johnstown, PA 15904 (814) 262-9300
Ridgway J & J Pizza, Inc. Scott Jacobs	09/87	144 North Broad Street Ridgway, PA 15853 (814) 776-2189
Rimersburg N&M Enterprise, LLC Dan & Amanda Weidenhof	04/00	555 Main Street Rimersburg, PA 16248 (814) 473-3399
Roaring Spring Roaring Spring FP, LLC Lisa M. Lonas, Member	05/22	908 Walnut Street Roaring Spring, PA 16673 814-793-3366
Robinson Township CeCes Hospitality Group, LLC Derek Suehr	09/08	6091 Steubenville Pike McKees Rocks, PA 15136 (412) 788-1616
Rostraver	01/08	430 Willowbrook Plaza

HarMa Enterprises, LLC Kevin Koltash, Sole Member		Rostraver, PA 15012 (724) 379-5001
Rural Valley DKST, LLC Shawn and Kimberly Smith, Members	08/08	119 White Oak Road Rural Valley, PA 16249 (724) 783-2369
Russellton Chad and Weezie, LLC Chad Shaffer, Member	06/03	908 Little Deer Creek Valley Rd., Unit 2 Russellton, PA 15076 (412) 265-3697
St. Marys 6 People Holdings, LLC Dennis Knight, Member	11/03	237 Market Street St. Marys, PA 15857 (814) 781-1555
Saltsburg Rearick Enterprises, LLC Christopher J. Rearick, Managing Member	10/00	616 Salt St. Saltsburg, PA 15681 (724) 639-0388
Sarver M&G Pizza, Inc. Matthew Fryer, President	09/04	616 South Pike Rd., Suite 204 Sarver, PA 16055 (724) 295-3222
Scottdale Jennifer Olack and Jason Vies	12/77	145 Pittsburgh Street Scottdale, PA 15683 (724) 887-3929
Seneca NEASCO, LLC Rochelle Frankenberger	03/05	3346 State Route 257 Seneca, PA 16346 (814) 677-1233
Seward AART, LLC Tommy Wynkoop	10/18	6858 PA 711 Seward, PA 15954 814-446-8342
Shelocta Slices and Sixers, Inc. John Clemens, President	03/09	10858 Rt. 422 Highway West Shelocta, PA 15774 (724) 354-3698
Shinglehouse Red Horse Grill, LLC d/b/a Fox's Pizza Eric DeLong, Member	01/18	126 E. Academy Street Shinglehouse, PA 16748 (814) 697-5200
Sidman Rick Lehman	10/88	140 Farm Mart Road Sidman, PA 15955 (814) 487-7600
Slippery Rock RCB DATT HOLDINGS, LLC Katelyn Hewitt, Member	05/05	662 Centreville Pike Slippery Rock, PA 16057 (724) 794-3266
Smethport Tanaka Enterprises, Inc. Rikiya A. Tanaka, President	05/97	133 W. Main Street Smethport, PA 16749 (814) 887-4188

Smithfield EMFreeland, LLC Eric Freeland, Member	07/06	100 Main Street Smithfield, PA 15478 (724) 569-1650
Spring Church Slices and Sixers, Inc. John Clemens	02/18	3529 Route 156 Spring Church, PA 15686 724-596-4452
Stockdale R&R Pizzeria, LLC Robert Berletich	03/90	400 Locust Street Stockdale, PA 15483 (724) 938-3772
Sykesville Tricia & Nathan Davis	11/88	206 East Main Street Sykesville, PA 15865 (814) 894-7777
Tarentum M & G Pizza, Inc. Matthew Fryer, President	09/77	407 East Sixth Avenue Tarentum, PA 15084 (724) 224-6923
Titusville Brett Corporation Thomas W. Jones, III, CEO	03/04	425 E. Central Avenue Titusville, PA 16354 (814) 827-7780
Turtle Creek/Wilkins Twp. Joseph R. Samsa	11/79	104 Church Street Turtle Creek, PA 15145 (412) 823-9960
Tylersburg Nathaniel Veite	11/90	Route 36, P.O. Box 14 Tylersburg, PA 16361 (814) 744-3697
Uniontown EMFreeland, LLC Eric Freeland	01/97	26 East Fayette Street Uniontown, PA 15401 (724) 437-6500
Vandergrift Vista, LLC John Guercio, Member	10/77	182 Lincoln Avenue Vandergrift, PA 15690 (724) 568-3003
Wellsboro Flip Flop Pizza & Subs, LLC Tammy Krsek, Sole Member	03/17	7 Charleston Street Wellsboro, PA 16901 570-948-9180
West Newton C. Curcio, LLC Chris Curcio	04/88	106 Collinsburg Road West Newton, PA 15089 (724) 872-4442
Whitehall Ronald Jones	02/84	1500 Radford Road Pittsburgh, PA 15227 (412) 881-6450
Wilmore K&H Houghton, LLC	10/99	2608 Portage St., P.O. Box 162 Wilmore, PA 15962

Holly Houghton		(814) 495-3030
Zelienople Fierst One, LLC Bill Fierst, Member	09/20	502 East Grandview Ave Zelienople, PA 16063 (724) 473-4399

SOUTH CAROLINA	DATE OPENED	
Murrells Inlet Triangular Food Group, LLC d/b/a Fox's Pizza Den James Soles	01/00	4326 Highway 17 Bypass Murrells Inlet, SC 29576 (843) 357-3697
Socastee Dechir Holding, LLC Rebecca Dechir	04/11	4620-B Dick Pond Road Myrtle Beach, SC 29588 (843) 294-3697

TENNESSEE	DATE OPENED	
Hendersonville, TN S. Shore Pizza, LLC Adam Glielmi, Member	08/09	235 E. Main Street, Suite R Hendersonville, TN 37075 (615) 822-3697
Johnson City - South Righi Innovations, LLC Seth Righi, Sole Member	03/06	104 University Pkwy., Suite 3 Johnson City, TN 37604 (423) 926-0065
Kingsport Fox's Pizza K, LLC Troy Weise, Member	01/08	1233 N. Eastman Road, Suite 310 Kingsport, TN 37664 (423) 230-0070
Diora, Inc. Bakhtiyar Babakhodjaev	06/07	2828 Elm Hill Pike, Suite 108 Nashville, TN 37214 (615) 231-0080

TEXAS	DATE OPENED	
Elkhart James R. Cox	06/06	307 S. U.S. Hwy 287 Elkhart, TX 75839 (903) 764-0300
Rosenberg Omoike Obawaeki	02/25	28005 Southwest Freeway Rosenberg, TX 77471 TBD

VIRGINIA	DATE OPENED	
Berryville Shawn M. Rosenberger Tracy L. Rosenberger	04/96	P.O. Box 422 616 E. Main Street Berryville, VA 22611 (540) 955-3697
Front Royal J. C. Digges Ventures, L.L.C. Jeffrey C. Digges, Member	02/08	1202 N. Royal Avenue Front Royal, VA 22630 (540) 635-2800
Strasburg Robyn, LLC Dixie & Catherine Troxell	07/92	289 N. Massanutten Street Strasburg, VA 22657 (540) 465-3332

WEST VIRGINIA	DATE OPENED	
Berkeley Springs, WV EMFreeland, LLC Eric Freeland	10/10	1644B Valley Road Berkley Springs, WV 25411 (304) 258-8000
Brandywine Darren Kimble	07/92	P.O. Box 235, Rt. 33 Brandywine, WV 26802 (304) 249-5136
Buckhannon Caressa M. Chapman	09/23	31 Joni Kay Blvd. Buckhannon, WV 26201 304-472-7222
Cheat Lake Hallinski, LLC Shelby Hall, Sole Member	05/12	200 Pierpont Drive Morgantown, WV 26508 (304) 777-2173
Elkins BLD Enterprises, LLC Timothy K. Phillips, Member	???	779 Beverly Pike Elkins, WV 26241 304-614-5561
Fairmont AUNT JEAN'S, LLC Mark Offutt, Member Jakeb Van Horn	09/96	94 Fairmont Avenue Fairmont, WV 26554 (304) 367-0000
Fort Ashby GTS, LLC Timothy Strachan	07/83	P.O. Box 966, Rt. 28 South Fort Ashby, WV 26719 (304) 298-4848
Keyser Kesner Enterprises, LLC Kirk Kesner, Managing Member	07/79	567 South Mineral Street Keyser, WV 26726 (304) 788-1149
Kingwood Phil Graham, LLC	08/85	400 E. Main Street Kingwood, WV 26537

C. Philip Graham, Sole Member		(304) 329-0987
Moorefield Branch Mountain Management, LLC Billy J. Keplinger, Member	08/81	120 S. Main Street Moorefield, WV 26836 (304) 538-2424
Petersburg Branch Mountain Management, LLC Billy Keplinger, Member	10/82	426 Keyser Avenue Petersburg, WV 26847 (304) 257-4342
Romney Branch Mountain Management, LLC Billy J. Keplinger, Member	05/87	472 North High Street Romney, WV 26847 (304) 822-3831
Weston Caressa M. Chapman, LLC Caressa Chapman	07/22	415 East 3rd St. Weston, WV 26452 304-269-3697

List of Franchisees and Franchisees Who Have Left the System

(As of June 30,2025)

Franchisee	Address	State	Contact
Verno Brothers Chris and Gary Verno	120 S. Main Street, Chambersburg	PA	717-830-7622
RHS Pizza, LLC William C. Scrip	400 Locust Street, Stockdale	PA	724-986-4136
WBCK Enterprise, LLC William Bortz, Jr.	12244 Frankstown Road, Pittsburgh	PA	717-543-1115
Heindl, Inc. Robert Heindl	237 Market Street, St. Marys	PA	814-834-7270
BT & EB Enterprises, Inc. Brian Torles	6091 Steubenville Pike, McKees Rocks	PA	412-519-8255
Jacob Fulton	120 S. Main Street, Chambersburg	PA	530-524-2174
Chronofx, Inc. Matthew Chronowski	322 Main Street, Meyersdale	PA	814-634-7189
Rosie Rain, LLC Breanna Campbell	120 West Allegheny Rd, Suite 4, Imperial	PA	267-541-8483
Greek Investments, Inc. Demetrios Dorovenis	1208 US-31, Petoskey	MI	412-425-6577
*Appalachian Pie Co., LLC Dwayne Gue	1523 Madison Avenue, Huntington	WV	304-654-4922
**Bread of Life, LLC Thuan Huynh	6565 E. Whitestown Parkway, Zionsville	IN	317-603-2572
**Lil Bucks, Inc. Kevin Lyons	466 Main Street, Philippi	WV	304-677-8008

***Terminated**

****Ceased Operations**

Franchise Agreements Signed But Not Open

(As of June 30, 2025)

Franchisee	Address	State	Contact
Lisko Fox's Pizza Den, LLC	7530 Market Street	OH	330-233-1501
TPT CO FP1, LLC	240 Elizabeth Street Unit 108	CO	720-459-1106
Next Slice, LLC	1305 S. Church Street, Smithfield	VA	702-553-6802

EXHIBIT F

STATE ADDENDA

ADDENDUM TO THE FRANCHISE AGREEMENT REQUIRED BY THE STATE OF ILLINOIS

Illinois law governs the Franchise Agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act,

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The parties hereto have duly executed this Illinois Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

FOX'S PIZZA DEN, INC.

By:_____

_____, _____
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____, _____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF ILLINOIS

Illinois law governs the Franchise Agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act,

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

STATE ADDENDUM TO THE
DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT AND
MULTI-UNIT DEVELOPMENT AGREEMENT FOR THE STATE OF INDIANA

1. To be added to Item 3 of the Disclosure Document, is the following statement:

   There are presently no arbitration proceedings to which the Franchisor is a party.

2. Item 17 of the Disclosure Document is amended to reflect the requirement under Indiana Code 23-2-2.7-1 (9), which states that any post term non-compete covenant must not extend beyond the franchisee's exclusive territory.

3. Item 17 is amended to state that this is subject to Indiana Code 23-2-2.7-1 (10).

4. Under Indiana Code 23-2-2.7-1 (10), jurisdiction and venue must be in Indiana if the franchisee requests so. This amends Article 25 of the Franchise Agreement and Section 14.6 of the Multi-Unit Development Agreement.

5. Under the Indiana Code 23-2-2.7-1 (10), franchisee may not agree to waive any claims or rights.

ADDENDUM TO THE
DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF MARYLAND

This will serve as the State Addendum for the State of Maryland.

1. The Franchisee Disclosure Acknowledgement Statements are amended to state all representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

2. Item 17 of the Franchise Disclosure Document is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

Item 17 of the Franchise Disclosure Document is amended to state that the sections of 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.

3. Item 17 of the Franchise Disclosure Document is hereby further amended to state that the Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of Maryland Franchise Law. In Light of the federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

4. The registered agent authorized to receive process in Maryland is the Maryland Securities Commissioner, 200 St. Paul Place, Baltimore, Maryland 21202-2020.

5. Item 5 of the Franchise Disclosure Document is amended to state that the general release required as a condition of sale shall not apply to any liability und the Maryland Franchise Registration and Disclosure Law.

6. Item 17 of the Franchise Disclosure Document is amended to state the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

7. Item 5 is amended to state:
Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

8. Exhibit F of the Franchise Disclosure Document is hereby deleted.

9. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

AMENDMENT TO THE FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., and of the Rules and Regulations promulgated thereunder, the parties to the attached Fox's Pizza Den Franchise Agreement (the "Franchise Agreement") agree as follows:

1. The Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a franchisee's assent to a release of liability under that Law as a condition for the sale, renewal, assignment or transfer of the franchise. To the extent of any inconsistencies with the Maryland Franchise Registration and Disclosure Law contained in Article 5 or Section 16.3 of the Franchise Agreement, such inconsistent provisions are hereby deleted.

3. To the extent of any inconsistencies, Section 17.1 of the Franchise Agreement is hereby amended to further state:

"Our right to terminate you upon your bankruptcy, however, may not be enforceable under federal bankruptcy law (11 U.S.C. §101 *et. seq*.)."

4. To the extent of any inconsistencies, Section 20.3 of the Franchise Agreement is hereby amended to further state:

"Nothing herein shall waive your 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. To the extent of any inconsistencies, Section 20.8 of the Franchise Agreement is hereby amended to further state:

"Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise."

6. To the extent of any inconsistencies, the Franchise Agreement and Franchisee Acknowledgement Statement, are hereby amended to further state:

"All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

7. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., are met independently without reference to this Amendment.

8. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

9. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The parties hereto have duly executed this Maryland Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

FOX'S PIZZA DEN, INC.

By:_____

James R. Fox, President
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____,_____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

DISCLOSURE REQUIRED BY THE STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

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

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

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than thirty (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 five (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 six (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) Failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

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

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

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

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

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

(j) No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, franchisee has the right to request an escrow arrangement.

Any questions regarding this notice should be directed to:

Consumer Protection Division
Attn: Katharyn Barron
Michigan Department of Attorney General
525 W. Ottawa Street, 1st Floor
Lansing, Michigan 48933
(517) 335-7567

ADDENDUM TO THE
DISCLOSURE DOCUMENT FOR THE STATE OF MINNESOTA

This addendum to the Disclosure Document effectively amends and revises said Disclosure Document and Franchise Agreement:

1. Item 5 of the Disclosure Document, Section 3.1 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

   "Franchise will defer collection of the initial fee and other initial fees payable to the Franchisor until Franchisor has fulfilled its initial pre-opening obligations, and Franchisee is open for business. "

2. Item 13 of the Disclosure Document and Article 6 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

   "In accordance with applicable requirements of Minnesota law, Franchisor shall protect Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or shall indemnify Franchise from any loss, costs or expenses arising out of any claim, suit or demand regarding such use."

3. Item 17 of the Disclosure Document and Article 16 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

   "With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes Sec. 80C.14, Subds.3, 4 and 5, which require (except in certain specified cases) 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 that consent to the transfer of the franchise will not be unreasonably withheld."

4. Item 17 of the Disclosure Document and Article 23 of the Franchise Agreement are amended by the addition of the following language to amend the Governing Law, Jurisdiction and Venue, and Choice of Forum sections:

   "Minn. Stat. Sec. 80C.21 and Rule 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 agreements can abrogate or reduce any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction."

5. Item 17 of the Disclosure Document and Article 4 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

   "Minn. Rule 2860.4400D prohibits us from requiring you to assent to a general release."

6. Any reference to liquidated damages in the Franchise Agreement is hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits requiring you to consent to liquidated damages.

7. Article 23 of the Franchise Agreement is hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits waiver of a jury trial.

8. Article 23 of the Franchise Agreement regarding Limitations of Claims is hereby amended to comply with Minn. Stat. §80C.17, Subd. 5.

9. Under Minn. Rule 2860.440J, the franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required. Article 22 of the Franchise Agreement is hereby amended accordingly.

10. Under Minnesota Statute 604.113, NSF checks are governed by Minnesota putting a cap of $30 on service charges.

11. In the State of Minnesota, we will defer the payment of the initial franchise fee any other initial payment until all of our material pre-opening obligations have been satisfied and until you open your business, and it is operating. The Minnesota Department of Commerce imposed this deferral requirement due to Franchisor's financial condition.

12. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

~Signatures to Follow~

The parties hereto have duly executed this Minnesota Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

FOX'S PIZZA DEN, INC.

By:_____

James R. Fox , President
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____,_____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

ADDENDUM REQUIRED BY
THE DEPARTMENT OF LAW OF THE STATE OF NEW YORK

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 STREET, 21ST FLOOR, NEW YORK, NEW YORK 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. Franchise Questionnaires and Acknowledgements--No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

8. 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.

9. 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.

10. 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.

ADDENDUM REQUIRED BY THE COMMONWEALTH OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Fox's Pizza Den, INC for use in the Commonwealth of Virginia shall be amended as follows:

1. Additional Disclosure: The following statements are added to Item 17.h:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement and development agreement does not constitute "reasonable cause," as that the term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, the provision may not be enforceable.

2. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

EXHIBIT G

FRANCHISEE ACKNOWLEDGEMENT STATEMENT

***Residents of Maryland and Washington should not sign this statement.**

Franchisee hereby acknowledges the following:

1. Franchisee has conducted an independent investigation of all aspects relating to the financial, operational, and other aspects of the business of operating the Franchised Business. Franchisee further acknowledges that, except as may be set forth in Franchisor's Disclosure Document, no representations of performance (financial or otherwise) for the Franchised Business provided for in this Agreement has been made to Franchisee by Franchisor and Franchisee hereby waive any claim against Franchisor for any business failure Franchisee may experience as a franchisee under this Agreement.

_____
Initial

2. Franchisee has conducted an independent investigation of the business contemplated by this Agreement and understands and acknowledges that the business contemplated by this Agreement involves business risks making the success of the venture largely dependent upon the business abilities and participation of Franchisee and its efforts as an independent business operation.

_____
Initial

3. Franchisee agrees that no claims of success or failure have been made to it or him or her prior to signing the Franchise Agreement and that it/she/he understands all the terms and conditions of the Franchise Agreement. Franchisee further acknowledges that the Franchise Agreement contains all oral and written agreements, representations, and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally.

_____
Initial

4. Franchisee has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, sales representatives, agents, or servants, about the business contemplated by the Franchise Agreement that are contrary to the terms of the Franchise Agreement or the documents incorporated herein. Franchisee acknowledges that no representations or warranties are made or implied, except as specifically set forth in the Franchise Agreement. Franchisee represents, as an inducement to Franchisor's entry into this Agreement, that it has made no misrepresentations in obtaining the Franchise Agreement.

_____
Initial

5. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by the Franchise Agreement.

_____
Initial

6. Franchisee acknowledges that Franchisor's approval or acceptance of Franchisee's Business location does not constitute a warranty, recommendation, or endorsement of the location for the Franchised Business, nor any assurance by Franchisor that the operation of the Franchised Business at the premises will be successful or profitable.

_____
Initial

7. Franchisee acknowledges that it has received the Fox's Pizza Den, Inc. Franchise Disclosure Document with a complete copy of the Franchise Agreement and all related Attachments and agreements at least fourteen (14) calendar days prior to the date on which the Franchise Agreement was executed. Franchisee further acknowledges that Franchisee has read such Franchise Disclosure Document and understands its contents.

_____
Initial

8. Franchisee acknowledges that it has had ample opportunity to consult with its own attorneys, accountants, and other advisors and that the attorneys for Franchisor have not advised or represented Franchisee with respect to the Franchise Agreement or the relationship thereby created.

_____
Initial

9. Franchisee, together with Franchisee's advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchise granted by the Franchise Agreement.

_____
Initial

10. Franchisee is aware of the fact that other present or future franchisees of Franchisor may operate under different forms of agreement(s), and consequently that Franchisor's obligations and rights with respect to its various franchisees may differ materially in certain circumstances.

_____
Initial

11. It is recognized by the parties that Franchisor is also (or may become) a manufacturer or distributor of certain products under the Marks licensed herein; and it is understood that Franchisor does not

warrant that such products will not be sold within the Franchisee's Territory by others who may have purchased such products from Franchisor.

_____
Initial

12. BY EXECUTING THE FRANCHISE AGREEMENT, FRANCHISEE AND ANY PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF FRANCHISEE'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE FOX'S PIZZA DEN, INC., FANCY FOX, LLC, FOX'S PIZZA DISTRIBUTION, INC., THE INDEMNITIEES, AND ANY OF FOX'S FRANCHISE SYSTEM'S PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AND THE FOREGOING ENTITIES' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THE FRANCHISE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF.

_____
Initial

FRANCHISEE (Entity):

_____

By:_____

_____,_____
(Print Name, Title)

Date:_____

FRANCHISEE (Principal):

_____

_____
(Print Name)

Date: _____

FRANCHISEE (Principal):

_____

_____
(Print Name)

Date: _____

STATE EFFECTIVE DATES

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

This Franchise Disclosure Document is registered, on file or exempt from registrations in the following states having franchise disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
Illinois	October 28, 2025
Indiana	*Pending*
Maryland	January 15, 2026
Minnesota	*Pending*
New York	December 19, 2025
Virginia	November 12, 2025
Wisconsin	November 7, 2025

EXHIBIT H

RECEIPT OF FRANCHISE DISCLOSURE DOCUMENT OF FOX'S PIZZA Den, Inc

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If Fox's Pizza Den, Inc 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 you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Fox's Pizza Den, Inc 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to your state authority listed on Exhibit A.

The name and principal business address and telephone number of each franchise seller offering the franchise is:

James R. Fox
4425 William Penn Hwy.
Murrysville, PA 15668
(724) 733-7888

Issuance Date: October 16, 2025

I received a Disclosure Document dated October 16, 2025, that included the following Exhibits:

EXHIBIT A: List Of State Franchise Administrators And Agents For Service Of Process
EXHIBIT B: Franchise Agreement
EXHIBIT C: Financial Statements
EXHIBIT D: Operations Manual Table of Contents
EXHIBIT E: Franchised Outlets
EXHIBIT F: State Addenda
EXHIBIT G: Franchisee Acknowledgement Statement
EXHIBIT H Receipt

Date Received: _____ DATE: _____
(If other than date signed)

_____
(Signature of recipient)

_____
(Printed name of recipient)

_____

_____
Legal residence address

Please return signed receipt to Fox's Pizza Den, Inc,
4425 William Penn Hwy.
Murrysville, PA 15668

EXHIBIT H

RECEIPT OF FRANCHISE DISCLOSURE DOCUMENT OF FOX'S PIZZA DEN, Inc

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EXHIBIT H Receipt

Date Received: _____ DATE: _____
(If other than date signed)

_____
(Signature of recipient)

_____
(Printed name of recipient)

_____

_____
Legal residence address

Please return signed receipt to Fox's Pizza Den, Inc,
4425 William Penn Hwy.
Murrysville, PA 15668

KEEP FOR YOUR RECORDS