FRANCHISE DISCLOSURE DOCUMENT
GREAT WRAPS, INC., a Georgia corporation
17 Executive Park Drive, Suite 150
Atlanta, Georgia 30329
(404) 248-9900
www.greatwraps.com

The Franchisee will operate a fast food sandwich restaurant under the name "Great Wraps". You may also operate the franchised business under our mark, "Gyro Wrap".

The total investment necessary to begin operation of a Great Wraps franchise is between $159,500 and $485,500, with the restaurants at the higher end of the range being our units located in airports. This includes $22,500 that must be paid to the franchisor and affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government 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 a different format, contact Mark Kaplan at the number or web address listed above.

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, N.W. 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.

THE ISSUANCE DATE OF THIS DISCLOSURE DOCUMENT IS MARCH 15, 2019.

STATE COVER PAGE

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

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

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

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

1. THE FRANCHISE AGREEMENT REQUIRES THE FRANCHISEE TO BRING ANY LITIGATION AGAINST THE FRANCHISOR ONLY IN THE COUNTY OF DEKALB, STATE OF GEORGIA OR IN THE FEDERAL COURT FOR THE NORTHERN DISTRICT OF GEORGIA. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO LITIGATE WITH THE FRANCHISOR IN GEORGIA THAN IN YOUR HOME STATE.

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

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should make sure to do your own investigation of the franchise. We also pay referral fees to our existing franchisees who refer someone to us who then signs a franchise agreement.

See the following State Registration Page for the State Effective Dates.

ATTACHMENT 1 TO FRANCHISE DISCLOSURE DOCUMENT

The Date of registration of this Franchisor or exemption in the states listed below is as follows:

State	Effective Date
Florida	Exempt
Illinois	April 20, 2018
Kentucky	Exempt
Maryland	August 17, 2018
Michigan	March 29, 2018
Nebraska	Exempt
New York	June 18, 2018
Texas	Exempt
Virginia	April 21, 2018
Wisconsin	August 15,2017

COVER PAGE FOR SALE OF FRANCHISES BY GREAT WRAPS, INC. IN 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 franchisees.

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

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

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

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

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

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

(i) The fact that the proposed transferee to meet 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 permit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

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

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

Any questions regarding this Notice should be directed to the office of the attorney general, 670 Law Building, Lansing, Michigan 48913, (517) 373-7117.

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

To simplify the language in this Disclosure Document, "We" or Great Wraps® means Great Wraps, Inc., the Franchisor. "You" means the person(s) who buys the franchise, and includes the franchise owner, if the franchisee is a corporation, partnership or other business entity. Great Wraps' principal business address is 17 Executive Park Drive Suite 150, Atlanta, Georgia 30329 (404/248-9900). We are related by common ownership with Gorin's Homemade Ice Cream, Inc., a Georgia corporation which formerly franchised ice cream and sandwich restaurants. It has not offered or sold any franchises since 2006 and there is only one Gorin's still operating. That company shares its headquarters and principal address with us. It has never owned or operated a Gyro Wrap or Great Wraps unit. We have one affiliate, Great Wraps Restaurants, Inc., with which we have common ownership, and that company will sometimes sign leases at shopping malls, cafes, airports and college campuses, then sublease to a franchisee. Our affiliate shares our corporate offices. We have no corporate Parent or any Predecessor.

We were originally incorporated in the State of Georgia on December 16, 1988 as SKS, Inc. On December 30, 1988, SKS, Inc. purchased all of the franchise assets of Shipfeifer, Inc., a Georgia corporation ("Shipfeifer"). Since 1979, Shipfeifer had been selling franchises for the operation of fast food restaurants known as Shipfeifer's Gyro-Wrap. On February 9, 1989, SKS, Inc. changed its name to Gyro Wrap, Inc., we began selling franchises at that time, and the franchises sold were called "Gyro Wrap". A list of the current Franchisees and the location of their restaurants is attached as Exhibit "A". In 2001, we changed our corporate name to Great Wraps, Inc.

In those states in which we are registered to sell franchises, our Registered Agent to receive service of legal process is listed on the List of State Agencies which is Exhibit D to this Disclosure Document.

We develop, own and operate, and authorize franchisees to operate fast food restaurants under the name "**Great Wraps**". We have allowed a couple of Great Wraps franchisees to do business under the name "GW Cheesesteaks". We do not do business under any other name. We formerly sold franchises operating as "Gyro Wrap", and if you choose to, you may operate under that name, which we still own. All provisions in this Franchise Disclosure Document pertain to both the Great Wraps and the Gyro Wrap brands. All franchised restaurants sold after the date of this Disclosure Document are expected to operate under the name "Great Wraps" (hereinafter referred to as "Great Wraps Restaurants"). All Great Wraps Restaurants are standardized visually, although each unit is tailored to meet the needs and preferences unique to the particular location in either a storefront or regional shopping mall. All Great Wraps Restaurants have a standard color scheme.

We offer franchises in both shopping malls and for what we call our Cafe locations, which are in a storefront location. A typical shopping mall restaurant has a food preparation bay and a dining seating capacity for 10 to 24 persons, unless there is a large common seating area. The standardized decor features proprietary counters, tile patterns, cooking grill exposed to view, a gyro rotisserie, fryers, menu boards and graphics as specified by us; as well as signage specified by us. A typical Cafe restaurant has a food preparation bay and dining room capacity for 30 to 60 persons. We offer a protected territory with the Cafe locations and those franchisees will also have to do local advertising that is not required of the owners of mall locations, all as described in this Disclosure Document. The standardized decor features are the same as those described above. The restaurants depend upon serving a large number of customers for their success and are located in urban and heavily populated suburban areas.

Each Great Wraps Restaurant offers the official, uniform menu, consisting of Hot Wraps, Gourmet Sandwiches, Bowls and Salads. Wraps are featured with a variety of fillings, including steak, chicken, turkey, gyro (a marinated blend of beef and lamb), cheeses, fresh vegetables, and a variety of sauces. We also offer Kurly 'Q' Fries, chips, desserts, a variety of salads and beverages, as well as pre-approved limited time only and permanent new menu offerings. Labor is required in all food preparation, but most preliminary preparation has already been done by an approved food distributor.

The services and products of Great Wraps Restaurants are used primarily by the shopping and working public for quick service meals. You will be in competition with other fast food type restaurants.

We offer and sell Great Wraps franchises and we do not sell franchises in other lines of business, although we previously offered a franchise for a cheesesteak sandwich concept called J Brenners. A company under similar ownership operated a restaurant called "TJ's Subs" in Atlanta, but that initial store has closed. Our owners formed a new company in September, 2016, TJ's Franchising, LLC, which will franchise a TJ's Sandwiches concept. The TJ's Sandwiches concept, as its name implies, is a sandwich concept, featuring submarine sandwiches, contrasted with wrap sandwiches featured at our restaurants. There will be no TJ's Sandwiches units owned or franchised by us. It is possible that there could be a TJ's Sandwiches in the same mall food court where your Great Wraps is located and would therefore be in competition with you. In such an event, you would compete directly for customers within the mall. The new company shares our offices at 17 Executive Park Drive Suite 150, Atlanta, Georgia and there are no plans to establish separate offices or training facilities for TJ's.

In 2017 we converted two Great Wraps mall locations to Mabos Craft Tacos. We are not currently offering Mabos franchises for sale.

In 2014 we started offering Area Development Agreements, which give an Area Developer a right to open multiple units within a given non-exclusive territory. Our current form of Area Development Agreement is incorporated into this Disclosure Document as Exhibit I. The Area Developer opens and operates the units itself and does not have right to sell or subfranchise Great Wraps units. Each franchise Agreement signed by the Area Developer will be the then-current form of Franchise Agreement.

There are numerous government regulations affecting the operation of restaurants, such as labor laws and health codes, but none peculiar to our industry or type of facilities. The Nutrition Labeling and Education Act (NLEA) sets regulations for food labeling, including nutrition label standards, nutrient content claims and health claims. The NLEA applies to virtually all foods in the food supply, including food served and sold in restaurants. While the NLEA specifies a number of exemptions for restaurants, there are many instances where a nutrition label is required. The Food and Drug Administration's Nutritional Labeling Guide for Restaurants and

Other Retail Establishments provides answers to commonly asked questions regarding the application of the NLEA.

ITEM 2
BUSINESS EXPERIENCE

Mr. Mark Kaplan - Chairman, Director, Shareholder

Mr. Kaplan is the Chairman, a director, and 37.1% shareholder of Great Wraps, Inc. since December, 1988. Mr. Kaplan also owns 37.1% of the stock of Gorin's Homemade Ice Cream, Inc. He became Chairman, Secretary, Director and Shareholder of Gorin's Homemade Ice Cream, Inc. on December 31, 1986.

Mr. Robert Solomon - President, Director, Shareholder

Mr. Solomon, like Mr. Kaplan, is a 37.1% stockholder of Great Wraps, Inc., as well as a director and President of Great Wraps, Inc., positions he has held since December, 1988. Mr. Solomon also owns 37.1% of the stock of Gorin's Homemade Ice Cream, Inc., and became the President, Treasurer, Director and Shareholder of the Company on December 31, 1986.

Mr. Henry Strauss - Director, Shareholder

Mr. Strauss owns 25.8% of the stock of Great Wraps, Inc., and is a director of the company since December, 1988. Mr. Strauss also owns 25.8% of the stock of Gorin's Homemade Ice Cream, Inc., and is a director of that corporation.

Mr. Drew Garverick – Vice President of Operations.

Mr. Garverick joined us in January, 2008, as a Franchise Business Consultant. In 2010 he became Senior Business Consultant. During this time, he was responsible for all new store openings, ongoing training and support, and product supply lines. In January, 2013, he became Director of Operations and in September, 2014 was promoted to Vice President of Operations. He now oversees menu development, and is responsible for all field operations.

Ms. Kristen Greve – Franchise Development Manager.

Ms. Greve became our Franchise Development Manager in August, 2016, where she directs our franchise sales program, guiding prospective franchisees through the steps of joining our system. Ms. Greve has been with Great Wraps since July, 2012, serving as Field Marketing Manager from July, 2012 to August, 2016, where she assisted franchisees with marketing and operational support. Prior to joining Great Wraps, she worked in sales at Belk's in Knoxville from August, 2011 to July, 2012.

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

You are required to pay an initial Franchise Fee to us of $22,500. The initial Franchise Fee is due upon execution of the Franchise Agreement. The initial franchise fees described in this Item are expected to be uniform in 2019.

The initial Franchise Fee is due when the Franchise Agreement is executed. We will refund 35% of the initial fee to you if we have not approved a lease proposal for a site that you accept within 6 months of signing your Franchise Agreement, and, within the 6 month period you request a termination of your Franchise Agreement. Upon acceptance of such a lease proposal by both of us, or after 6 months, no portion of the Franchise Fee is refundable. The Franchise Fee is not refundable under any other circumstances.

If you sign an Area Development Agreement, at the time you sign that agreement you pay all of the initial franchise fees for the units you have agreed to open. These fees are not refundable.

You are not required to pay an initial training fee to us, nor are there any other payments to us or to any affiliate of ours for goods or services prior to opening.

ITEM 6
OTHER FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty (Notes 1 and 2)	5.5% of net sales (total sales receipts less sales tax)	Weekly, by Thursday of each week	Paid on all receipts, except sales tax. Paid by bank draft
Brand Development Royalty	Require you to pay to us 0.5% each week for development of marketing materials. We reserve the right to require you to pay to us up to an additional 3% for regional or national advertising	Weekly, by Thursday of each week	Paid by Bank Draft, with the weekly royalties
Local Advertising	2% of net sales each month for Cafe stores only	Each Month	You spend this in your own market, if you own a Cafe operation unit.
Technology fee	$30-$150 – set by unrelated third party	Each Month	We reserve the right to institute this requirement, with the money being paid to a third party for loyalty programs, social media monitoring and response tools, and website maintenance.
Audit	Cost of audit	Upon billing	Due if audit shows any underpayment

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Late Fee & Damage Provisions	$100 for any late payment, or for any breach of the Franchise Agreement, including failure to meet our conditions for proceeding to the next phase of buildout of your restaurant	Upon late payment or breach of the Agreement	
Architectural	$1,000 if you use an architect other than one specified by us	Upon billing	Other architect must still be approved by us
Assignment/ Transfer Fee	50% of the then current Franchise Fee	Prior to transfer	Due if you sell
Renewal Fee	25% of then-current Franchise Fee	Upon billing	One 10 year renewal term

No portion of the fees listed in this Item 6 are refundable under any circumstances.
All of the fees described above are uniformly imposed and are payable to Great Wraps.

ITEM 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	NEW CAFÉ	NEW MALL	MALL CONVERSION[8]	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee[1]	$22,500	$22,500	$22,500	Lump sum	Agreement execution	Great Wraps
Professional Fees[5]	$2,000 - $6,000	$2,000 - $4,000	$1,500 - $3,500	Lump sum	As incurred	Attorney, Accountant, etc.
Insurance[2]	$5,500	$5,500	$5,500	Lump sum	As incurred	Suppliers
Security Deposit[3]	$0 (zero) - $12,500	$0 (zero) - $12,500	$0 (zero) - $12,500	Lump sum	As incurred	Landlord

TYPE OF EXPENDITURE	NEW CAFÉ	NEW MALL	MALL CONVERSION[8]	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Architectural Fees[9]	$10,000 - $15,000	$8,000 - $12,000	$4,000 - $12,000	Lump sum	As incurred	Architect
Leasehold Improvements[2]	$110,000 - $180,000	$100,000 - $180,000	$40,000 - $125,000	Lump sum	As incurred	Suppliers
Equipment, Seating, Décor[2]	$110,000 - $140,000	$65,000 - $75,000	$25,000 - $65,000	Lump sum	As incurred	Suppliers
Signage, Graphics, Menuboard[2]	$12,000 - $22,000	$7,500 - $15,000	$7,000 - $15,000	Lump sum	As incurred	Suppliers
Point-of-Sale Equipment[2]	$3,000 - $11,000	$3,000- $9,000	$3,000 - $9,000	Lump sum	As incurred	Suppliers
Opening Inventory (Food)[2]	$6,500 - $8,000	$5,500 - $7,000	$5,500 - $7,000	Lump sum	As incurred	Suppliers
Opening Inventory (Paper Goods)[2]	$1,500 - $2,000	$1,500 - $2,000	$1,500 - $2,000	Lump sum	As incurred	Suppliers
Smallwares[2]	$8,500 - $9,500	$8,500 - $9,500	$8,500 - $9,500	Lump sum	As incurred	Suppliers
Grand Opening Marketing[2]	$2,500 - $5,000	$2,500 - $4,000	$2,500 - $4,000	Lump sum	As incurred	Suppliers
Office Supplies, Cash Safe[2]	$1,000 - $3,500	$1,000 - $3,500	$1,000 - $3,500	Lump sum	As incurred	Suppliers
Training, Travel, Lodging[4]	$2,000 - $3,000	$2,000 - $3,000	$2,000 - $3,000	Lump sum	As incurred	Airline, Hotel, Incidentals, etc.
Additional Funds, First three months[6]	$40,000	$30,000	$30,000	As incurred	Spent in first three months	Employees, Suppliers, etc.
TOTAL BASIC PACKAGE[6]	**$337,000 - $485,500**	**$264,500 - $394,500**	**$159,500 - $329,000**			

[1]The Initial Franchise Fee is due upon the execution of the Franchise Agreement. Note that if you sign an Area Development Agreement with us, in addition to the costs shown above you will incur the initial franchise fees for all franchised units you obligate yourself to open after the first one.

[2]These expenditures are payable to the supplier of the goods or services subject to negotiations between you and each of such suppliers. Generally, they are due and payable as the obligations are incurred and are not refundable. As described in ITEM 6 OTHER FEES, if you use an architect other than ours, you are required to pay us an additional fee of $1,000 to cover the costs associated with working with a different architect. The equipment package you are required to install includes video surveillance equipment with remote video (private channel) capabilities, which we will have unrestricted access to, either live or recorded. The expenditure for insurance includes required coverage of at least $500,000 of liability coverage, at least $100,000 of business interruption insurance, fire and extended coverage up to full replacement value, and a $1,000,000 umbrella policy. Workers compensation insurance will also be necessary in most cases.

A new point of sale system and related software costs approximately $7,000. You may be able to purchase a used system for as little as $3,000. In a new café location you may need more than one point of sale station, which adds to your costs, and in some other cases you may need additional hardware, such as a printer.

[3]It is anticipated that all franchise locations will be located in shopping malls or storefront locations. As a result, the location will be leased rather than purchased. The rental costs will vary considerably based on such factors as building size and location. Usually, payment of first and last months' rent is required in advance and a security deposit equal to one to three months' rent may be required. All such terms are, of course, subject to negotiations between you and Landlord. The cost of improvements will also vary between locations.

[4]You will not pay for initial training, but will be responsible for travel and accommodation expenses, including meals during the training period.

[5]The cost for professional fees includes formation of your business entity, as well as consultation with a real estate attorney regarding your lease.

[6]Franchisees are recommended to have an additional $30,000 set aside for working capital to use as needed. These estimates are based on our more than eighteen years of experience with this franchise concept, including several company owned units that we have operated. No part of your initial investment will be financed by us or by any affiliate of ours. The high end of the total investment for the Total Basic Package of $485,500 is for locations in airports.

[7]We have established a relationship with a real estate broker, who will help us find potential sites for franchised restaurants in regional malls. If we end up placing you in one of these regional malls, you will pay the broker a commission of $10,000-15,000.

[8]A Mall Conversion is a space inside of a Regional Mall Food Court that is already an existing food operation. This space is assumed to have the basic necessities needed for another restaurant space, such as Great Wraps, to utilize. Some of these necessities include proper HVAC, electrical, some equipment, grease trap, etc.

[9] Refer to ITEM 6 OTHER FEES - Type of Fee: Architectural

Except as described in this ITEM 7 ESTIMATED INITIAL INVESTMENT, ITEM 5 INITIAL FEES and ITEM 6 OTHER FEES, there are no other direct or indirect payments in conjunction with the purchase of the franchise. The payments described in ITEM 7 ESTIMATED INITIAL INVESTMENT are typically not refundable, except for the Initial Franchise Fee, which is refundable under limited circumstances.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You are not required to purchase or lease any goods, services, supplies, fixtures, equipment, inventory or real estate from us or our affiliates. You are required to purchase all items needed in your business from sources which meet our specifications and have been approved by us. The specifications for equipment and furnishings are provided to you before you begin construction, and we designate approved suppliers for those items.

Prior to 2005, if your unit was located in the Atlanta area, you were required to purchase certain proprietary items from Southeastern Pita & Gyro Distributors, a division of Great Wraps. Starting January 1, 2005, we ceased selling directly to our franchisees through Southeastern Pita, and units in Atlanta and elsewhere now buy directly from third party vendors whom we designate, just as our other franchisees do. We utilize the services of an unrelated third party, Strategic Purchasing Services, to negotiate pricing for our franchisees, and that company is paid a commission on all purchases made by our franchisees from those vendors, but we do not receive any payments as a result of that activity. We believe the use of third party vendors increases the efficiency of your purchases, both in terms of price and delivery of product. Certain items, such as food items, including our core products, such as pita bread, gyro meat and curly French fries, as well as trademarked paper products, must be purchased from designated vendors. There are vendors who supply goods to you who pay us a rebate, based on the quantity of goods purchased by our franchisees. We use much of those funds for marketing purposes and to support the Great Wraps System in various ways, at our discretion. We refer to these payments as license fees, and they are not placed in a separate account. You are required to use the Coca Cola Company fountain equipment that we provide to you without charge, and you must purchase your soft drinks only from the Coca Cola Company. We purchase or lease that fountain equipment from the Coca Cola Company and in turn receive a license fee from them based on total product purchases by our franchisees. In the year ending December 31, 2018, we derived $321,351 in license fees from all vendors, representing about thirteen (13%) percent of our total revenues of $2,420,804 in 2018. We estimate that approximately 2.5% of your opening purchases and leases will be from sources we designate or subject to our specifications. We estimate that about 75% of your ongoing expenses involve purchases from designated sources for food items. We do not provide any material financial benefit to you for your use of any of the approved suppliers, except that you do get the benefit of group buying power. There are no approved suppliers in which any of our officers owns an interest.

If you desire to purchase items from some source other than an approved supplier, you shall first notify Mark Kaplan, our Chairman, in writing requesting approval and submit samples of said products. We may withhold such approval; however, in order to make such determination, we may require submission of specifications, information or samples of such services, products, materials, forms, items or supplies. In such cases, you must demonstrate to our satisfaction that the substituted item(s) are of equal or better quality, that the supplier is reputable, and that use of said item(s) will not detract from the conformity and consistent high standards of the Franchise System. A charge not to exceed the actual cost of the review may be made by us and shall be paid by you. We expect that approval would be determined and made known to you within 30 days of receipt by Mr. Kaplan of the necessary information. An approval must be made in writing.

Our standards and specifications for items such as equipment and supplies are formulated based on our historical experience in the business. We typically specify only one or two options, choosing what we consider to be the highest quality available rather than the least expensive. We keep up with the markets and change specifications when we feel that new products offer higher quality. Although the approved items are made known to the franchisees, the actual standards and specifications are not distributed to the franchisees. We periodically review these approved suppliers. We do not charge you for reviewing an alternative supplier or item that you may suggest. We reserve the right to revoke approval of any supplier at any time, and will give you written notice of any such decision. Any approval must be in writing.

There is presently no purchasing or distributing cooperative associated with the franchised system.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN AGREEMENT	DISCLSOURE DOCUMENT ITEM
a. Site selection and acquisition of lease	Sections 6 and 11 of the Franchise Agreement. Section 2.1 of the Area Development Agreement.	Items 7 and 11
b. Pre-opening purchases and leases	Sections 6 and 11 of the Franchise Agreement	Items 6, 7 & 10

OBLIGATION	SECTION IN AGREEMENT	DISCLSOURE DOCUMENT ITEM
c. Site development and other pre-opening requirements	Sections 6 and 11 of the Franchise Agreement. Section 2.1(D) of the Area Development Agreement.	Items 6, 7 & 11
d. Initial and ongoing training	Sections 10 and 11 of the Franchise Agreement	Item 11
e. Opening	Sections 6 and 11 of the Franchise Agreement. Section 1.3 of the Area Development Agreement.	Item 11
f. Fees	Sections 8 and 9 of the Franchise Agreement. Section 3 of the Area Development Agreement.	Items 5, 6 & 11
g. Compliance with standards & policies/Operations Manual	Sections 4, 5 and 11 of the Franchise Agreement. Section 2 of the Area Development Agreement	Item 11
h. Trademarks and proprietary information	Sections 1, 2, 3 and 9 of the Franchise Agreement. Section 4 of the Area Development Agreement	Items 13 & 14
i. Restrictions on products/services offered	Sections 4 and 11 of the Franchise Agreement	Items 8 & 16
j. Warranty and customer service requirements	Section 11 of the Franchise Agreement	
k. Territorial development and sales quotas	Section 6 of the Franchise Agreement. Section 1.3 of the Area Development Agreement.	Item 12
l. Ongoing product/service purchases	Section 11 of the Franchise Agreement	Item 8 & 16

OBLIGATION	SECTION IN AGREEMENT	DISCLSOURE DOCUMENT ITEM
m. Maintenance, appearance and remodeling requirements	Section 11 of the Franchise Agreement	None
n. Insurance	Section 17 of the Franchise Agreement	Item 7
o. Advertising	Section 9 of the Franchise Agreement	Items 1 & 11
p. Indemnification	Section 15 of the Franchise Agreement	Item 13
q. Owner's participation/ management/staffing	Section 11 of the Franchise Agreement	Item 15
r. Records/reports	Section 11 of the Franchise Agreement	Items 6 & 11
s. Inspections/audits	Sections 5 and 11 of the Franchise Agreement	Item 6
t. Transfer	Section 18 of the Franchise Agreement. Section 6 of the Area Development Agreement.	Item 17
u. Renewal	Section 7 of the Franchise Agreement	Item 17
v. Post-termination obligations	Section 20 of the Franchise Agreement. Section 7.2 of the Area Development Agreement	Item 17
w. Non-competition covenants	Section 14 of the Franchise Agreement.	Item 17
x. Dispute resolution	Section 25 of the Franchise Agreement. Section 9.1 of the Area Development Agreement.	Item 17

ITEM 10
FINANCING

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

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

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

A. Pre-opening obligations include:

1. We make available to you general plans and specifications for the construction of the restaurant (Franchise Agreement - Section 10.1).

2. We maintain the right to inspect the restaurant prior to its opening in order to ensure quality. You may not open the restaurant without written authorization from us, and we may refuse to allow the opening if we deem construction to not be complete, proper permits are not obtained, staff is not adequate, staff training is inadequate or any other pre-opening obligations on your part have not been met (Franchise Agreement - Section 11.3, 11.5).

3. During training, and throughout the term of your Franchise Agreement, we will loan to you one copy of the Operations Manual, along with any other supplemental or revised materials in connection with the operation of a Great Wraps Restaurant. Such Manual and other materials are proprietary and belong to us (Franchise Agreement - Section 10.3).

4. We provide our site selection criteria to you, consult with you regarding proposed sites, then approve the site for your franchised business (Franchise Agreement – Section 11.2.)

5. When you submit to us the proposed lease for your business location, we will review that and, if reasonably acceptable, grant our approval. We base our analysis on the financial and business terms of the lease, the location and size of the proposed site, and the projected buildout costs, all based on our many years of experience with the Great Wraps system, in an effort to help protect you from signing an overly burdensome lease. We require you to have the lease reviewed as well by an attorney with experience in commercial leases, and if you cannot find such an attorney, we will suggest one or more. (Franchise Agreement – Section 11.3).

6. We provide a training program to you and any initial store manager you may hire. The training program is conducted in Atlanta, Georgia and there is no charge for this initial training program, although you will be responsible for your own travel and related expenses (Franchise Agreement – Section 10.3).

7. There are no other services provided by us before commencement of the franchise business other than those described above and the provisions relating to training and site selection described below.

B. Our Obligations After Opening:

Pursuant to the terms of the Franchise Agreement, we are obligated to provide the following forms of assistance:

1. Endeavor to determine those prices which will optimize profits for you; we will advise you from time to time concerning such suggested retail prices. We agree that any list or schedule of prices furnished to you by us is a recommendation only and is not to be construed as mandatory upon you. (Franchise Agreement - Section 10.6).

2. During the term of the franchise agreement, if you hire a new manager to run the operations of the restaurant, you must notify us of the name and address of the new manager. It is your obligation to ensure that this manager is adequately trained by you or us, and is equipped to run the store to our standards. We will provide additional training to this manager, and may charge you for that training, in addition to the cost for all travel, housing and meal expenses of your new manager during the training program, which are your responsibility. (Franchise Agreement – Section 10.3).

3. During the term of the Franchise Agreement, we will also consider changes in menu items as well as approving additional sources of supply, if so suggested by you. Our approval of new menu items will depend on the quality of the suggested items and whether the items are consistent with our concept. We maintain sole discretion in approving new menu items. Our priority will be on maintaining a high quality, consistent and conceptually sound menu, and we will not allow any deviation in menu without written authorization from us. (Franchise Agreement -Section 11.9).

C. Advertising and Marketing Consulting:

We require you to pay to us a Brand Development Royalty each week consisting of one-half of one percent (.5%) of the net sales generated from your franchise store for the prior week, due by Thursday of each week and paid by automatic bank draft. We use these funds for advertising development and distribution, graphic design, public relations, design of point of sales materials, franchise system meetings, sales incentive programs and salaries and expenses of our marketing and advertising employees, as well as third party marketing and advertising consultants. There is no advertising council.

We reserve the right in our Franchise Agreement to require you, in the future, to pay to us up to three percent (3%) of weekly net sales, once we determine that there are sufficient units open within your geographic area to warrant a regional or national advertising program. In such cases, we may direct the program and expenditures, or may establish an advertising cooperative for your area, which you would then be required to join, and rebate the funds to the cooperative to manage. It is anticipated that at such time as we implement a national or regional advertising program, the advertising money and program would be handled as follows:

1. The advertising fees paid by you and the other franchisees will be deposited in an advertising fund administered by us and used only for advertising and promotion for the mutual benefit of all franchisees included within a trade area served by common advertising media.

2. The selection of media, timing, text and negotiation of cost for such advertising and promotion will be made by us in our sole discretion.

3. We will account to you and the other franchisees, upon request, regarding the expenditures from the Advertising Fund no later than three (3) months after the end of our fiscal year. The Advertising Fund will be administered by us separate and apart from all other monies of ours. However, we do reserve the right in the Franchise Agreement, to use ten percent (10%) of the Advertising Fund to cover our administrative costs in administering the Advertising Fund.

Because such an Advertising Fund has not yet been established by us, we cannot state whether we will contribute to the Advertising Fund for any company owned stores on the same basis that you and the other franchisees contribute, at such time as the Advertising Fund may be established. Because such a program administered by us is not yet in effect, it is not possible for us to provide any further information concerning it.

We encourage, but do not require, franchise owners of mall food court locations to spend as much as 2% of your net sales on local advertising. For all Cafe franchises, we require you to spend at least 2% of your net sales on local advertising and to provide us proof of that expenditure, in the form we require.

We reserve the right to require you to pay a technology fee to a third party vendor we select, which will go for loyalty programs, social media monitoring and response tools and website maintenance, and similar matters. This fee will be paid to the third party vendor whom we select to manage these things for us, and it will be that third party vendor who will set the fee. We anticipate the monthly fee will be in the area of $30 to $120 per month.

D. Computer and Point of Sale Purchases. You must comply with all of our technical specifications and bear all such costs. Specifically, you must maintain the point-of-sale system that is specified by us at the Restaurant (which may include a modem for polling purposes), with point of sale systems operating in the exact numbers and at the peak times prescribed in our Operations Manual. Such point of sale system shall accumulate all sales. Sales reports furnished by you to us shall include the total accumulated cash received as shown on such point of sale system. We maintain the absolute right to poll the point-of-sale at any time, and gather whatever information we deem necessary. Additionally, you must install a suitable personal computer at the store location or other such location where you routinely conduct Great Wraps administrative business, and maintain Microsoft Office package and run at least Windows 7. We do not have specifications at this time for your PC, although we reserve the right to do so in the future, other than it must have the capacity to run these programs which may change from time to time, for communication and reporting purposes. We seek to communicate digitally, and require that you maintain high-speed internet at the location or at the place where you conduct the store's administrative functions. The cost to purchase the point of sale system and software is approximately $7,000, and you can expect to spend another $2,400 per year in upgrades and maintenance.

E. Operations Manual. The Table of Contents of our 189 page Operations Manual is attached as Exhibit H.

F. Site Location and Time to Open. Since it is anticipated that most franchise locations will be located in shopping centers or regional shopping malls, the location will, of necessity, be leased rather than purchased. Therefore, the Franchise Agreement provides that we have the right to accept the lease, and, if found unsatisfactory, we have the further right to rescind the Franchise Agreement. Our approval of your site is required whether you sign an Area Development Agreement for multiple units, or a Franchise Agreement for a single unit. You are required to submit the proposed lease to us for acceptance at least 14 days prior to signing it. You have 180 days after signing the Franchise Agreement to obtain a lease for an approved site. We provide you with our Restaurant Development Guide to give you our specifications and standards relating to the buildout of your space. You must meet those specifications at each stage of development of the site in order to proceed to the next phase. If you breach any of those requirements at any phase of development, you will be in breach of your Franchise Agreement and we may assess you a $100 fine. If you sign an Area Development Agreement with us, the site selection evaluation for future restaurants will conducted according to our then-current site selection standards.

We frequently grant a Franchise Agreement in an area prior to identifying the ultimate location. In all cases, we expect you to review all proposed sites in terms of traffic patterns, population density, daytime population density, proximity to other restaurants, shopping centers and other commercial activity, as well as other relevant criteria. You are required to be open no later than 180 days after signing the site lease, subject only to delays encountered in locating a suitable location or if the shopping center/mall itself is not yet open. We require you to have your lease reviewed by an attorney experienced in reviewing leases for tenants.

G. Training. There is one mandatory initial training program. We require that two day-to-day store operators complete and meet the standards of our initial training program whether that be you or your designated representative, which must be approved by Great Wraps in advance. The restaurant must at all times be under the direct full time supervision of someone who has successfully completed our training program, whether that person is the Managing Owner or a paid manager. This training program will take place in Atlanta, Georgia at a training site specified by us. The training program will occur approximately six weeks before you commence operation of your Great Wraps Restaurant. Training will be led by Drew Garverick, our Vice President of Operations. Mr. Garverick joined us in January, 2008, as a Franchise Business Consultant. In 2010 he became Senior Business Consultant. During that time, he was responsible for all new store openings, ongoing training and support, and new product development. In January, 2013, he became Director of Operations and in September, 2014 he became Vice President of Operations. Drew may delegate some training matters to other personnel. Though you must bear all expenses for your participation in the training program, such as travel, room and board, there is no extra charge for the training program. The training program will be held at a company designated store, and will involve the various aspects of the operation of the restaurant, including quality control, ordering techniques and employee relations. The training program consists of approximately fourteen (14) days of operational and management training, and will change from time to time. Training programs are typically conducted monthly, depending on the needs and availability of franchisees ready for training. Prior to opening your store, you must demonstrate to our complete satisfaction, your ability to operate a Great Wraps franchise according to our Operations Manual; otherwise you shall be required to continue your training (See Section 10.3, page 12 of the Franchise Agreement). The training program is given in English, and all attendees must be proficient in the written and spoken English language to our satisfaction, or they will be asked to discontinue the program. The instructional material used in the training program consists primarily of our Operations Manual.

In addition to this initial training, we reserve the right to conduct additional training programs or seminars at locations we determine, to discuss relevant topics, new products or procedures relating to Great Wraps. Attendance at these seminars is optional unless we give you at least 30 days prior written consent that the seminar is mandatory, in which case you (or your designated store manager) are required to attend. Each mandatory seminar shall not last more than two days, and shall be offered without tuition or fee. We will not require you to attend more than two (2) training seminars per year. You will be responsible for all transportation and living expenses incurred in attending such additional training programs or seminars. All such training sessions will be conducted in English, and all attendees must be able to fully communicate orally and in writing in conversational English.

The initial training program takes place approximately 4-6 weeks prior to your opening. We will train you as follows:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of on the Job Training	Location
Introduction, Overview of Day 1	8	0	Atlanta, GA
Learning the Great Wraps Operation	0	16	Atlanta, GA
Customer Service Training	0	16	Atlanta, GA
Managing a Great Wraps	0	16	Atlanta, GA
Accounting	4	0	Atlanta, GA
Personnel Issues	3	0	Atlanta, GA
Food Safety, Quality Assurance	0	16	Atlanta, GA
Opening and Closing Procedures	0	16	Atlanta, GA
Ordering and Inventory Control	0	10	Atlanta, GA
Marketing and Advertising	5	1	Atlanta, GA
On the job training at your location	0	14	Your Location
Total	20	105	

ITEM 12
TERRITORY

If your franchised restaurant is a Cafe style unit located in a storefront location, we will give you a protected territory. In such event, during the term of your Franchise Agreement, provided you are in full compliance with the terms of your Franchise Agreement, we will not locate another Great Wraps restaurant within that territory, whether owned by us or by another franchisee. We do, however, reserve the right to place a restaurant in a non-traditional location within your territory, such as a hospital, military base, stadium or other arenas, travel plaza, shopping mall, college or university, train station or airport. Because we have reserved the right to place a restaurant in one of these non-traditional locations within your territory, we are not granting you an exclusive territory and you may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We will designate that territory when you sign your lease. It will typically be a radius around your location, typically between 1.5 to 2.5 miles, but varying with the population density of the area.

If your franchised business is located in a shopping mall or non-traditional venue, you will not receive an exclusive territory. Because you will not receive an exclusive territory, you may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. Your continuation of your rights to your mall location or your protected territory for a Café location are not dependent upon attainment of sales volume or market penetration, or other contingencies, except for compliance with the terms and conditions of the Franchise Agreement. Relocation of your franchised business is viewed as a new franchise, unless it results from the destruction of your existing premises, requiring a new agreement and new franchise fees. Because we do not grant you an exclusive territory for individual franchises, we do not limit your ability to solicit or accept orders from somewhere other than the unit itself. We are not restricted by the Franchise Agreement or otherwise from using other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory, whether using the Great Wraps Marks or any other marks. If we were to make any sales through such alternative channels of distribution, you would not be compensated for the sales, unless you provided the goods or services to the customer. You are prohibited from providing goods or services as part of the franchised business outside of your territory, whether you use these alternative channels of distribution or otherwise. We do not grant you options, rights of first refusal or similar rights to acquire additional franchises in our Franchise Agreement, and it is only in our Area Development Agreement that we grant rights to multiple locations.

As described in Item 1 of this Disclosure Document, our owners formed a new company in 2016, TJ's Franchising, LLC, that will franchise a TJ's Sandwiches concept and that company will be assigned the existing license agreement for one TJ's Sandwiches unit and two other restaurants in Atlanta operating under other names and not being franchised. It is possible that there could be a TJ's Sandwiches in the same mall food court where your Great Wraps is located and would therefore be in competition with you. In such an event, you would compete directly for customers within the mall.

Our Area Development Agreement does not grant an exclusive territory. In that case, you may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. Our approval of each site you want to develop is required, just as it is for people who are going to develop just one restaurant under a single Franchise Agreement.

ITEM 13
TRADEMARKS

Each franchisee is granted the non-exclusive right, license and privilege to use our trade name, trademarks and service marks in the establishment and operation of a Great Wraps Restaurant so long as the franchisee is in full compliance with the terms and conditions of the Franchise Agreement. You are authorized to use the following trademark, service mark, trade name, logotype or other commercial symbols, all of which are hereinafter collectively referred to as "Marks:"

Trademark	Registration #	Registration Date	Expiration Date
Gyro Wrap	2,183,288	August 25, 1998	August 25, 2018
Great Wraps Grill	4,862,956	December 1, 2015	December 1, 2035
Steak Wrap	1,888,730	April 11, 1995	April 11, 2025
Chicken Wrap	1,888,731	April 11, 1995	April 11, 2025
Great Wraps & Design	4,474,500	January 28, 2014	January 28, 2024
Great Wraps	4,470,218	January 21, 2014	January 21, 2024
GW Cheesesteaks	3,783,852	May 4, 2010	May 4, 2020
Spice 'Em How you like 'Em	3,457,530	July 1, 2008	July 1, 2018

All necessary affidavits of continuous use have been timely filed.

There are no currently effective material determinations of the patent and trademark office, trademark trial and appeal board, the trademark administrator of this state or any court, no interference, opposition or cancellation proceedings or any material litigation involving such trademark, service mark, trade name, logotype or commercial symbol to the best of our knowledge.

There are no agreements currently in effect that significantly limit our right to use or license the use of the above-mentioned trademark, service mark, trade name, logotype or other commercial symbol in any manner material to the operation of a franchise.

We are not obligated by the Franchise Agreement or otherwise to protect any or all rights which you have to any trademarks, service marks, trade names, logotypes or other commercial symbols nor are we obligated to protect you against claims of infringement or unfair competition with respect thereto. We will cooperate with you to protect you against trademark, service mark or other copyright infringement. We will commence an action in either federal or state court against any person guilty of such infringement whenever, in our sole judgment, such action is advisable. You will assist us in protecting the integrity of the Marks and trade name by always placing "tm" or "sm" or "R" next to these marks, regardless of use.

We are not aware of any infringing uses of our trademarks, service marks, trade names, logotypes or commercial symbols which could materially interfere with your use of such.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any patents, pending patent applications, or copyrights which are material to the operation of the franchise except our unregistered copyright of the Operations Manual.

There are no current material determinations of the United States Patent and Trademark Office, the United States Copyright Office, or a court, regarding any patent or copyright material to this franchise, nor are there any pending actions. There are no agreements which limit the use of any patent, patent application or copyright material to this franchise. We do not have any obligation to protect any patents, patent application or copyright, since we have none of those. For the same reason, the Franchise Agreement does not have any provisions which limit our ability to require you to modify or discontinue using the subject matter of any patent or copyright. We know of no patent or copyright infringement that could materially affect your business.

We have recipes and techniques for food preparation which we consider proprietary and trade secrets. These are disclosed to you during initial training and you are prohibited from using that information for any purpose other than in connection with the operation of your franchised business.

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

You are required in Paragraph 11.1 of the Franchise Agreement to personally participate in, or to exert direct supervision over, the daily management and operation of the Franchise Location. An individual franchisee or a partner or shareholder of franchise must attend and complete our training courses and program referred to in Item 11 of this Disclosure Document. We strongly recommend active participation by you, including your presence at the franchise during the opening, closing and peak hours, constant inspection of facilities, monitoring of employees, assuring cleanliness and appealing facilities, frequent inspections to assure compliance with our approved methods and the like. The Franchise Agreement does not contain any limitations as to whom you can hire as an on-premises supervisor, nor is the on-premises supervisor required to have an equity interest in the business or any entity owning the franchise. We reserve the right to require you to place a non-compete, confidentiality or other similar restrictions on your manager. If the Franchisee is not an individual, there will be personal guaranties required, but there is no separate non-compete or non-disclosure agreement required, beyond what is included in the Franchise Agreement itself. Our standard form of Guaranty is attached as Exhibit A to our Standard Franchise Agreement, which is found at Exhibit C to this Disclosure Document. It will be signed by your controlling shareholders.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You shall offer for sale only those products expressly authorized by us in our standard menu, as contained in the Operations Manual. We have the right to change the list of authorized products and we are not restricted in that regard by the Franchise Agreement. You are precluded from offering any goods not specifically approved by us. Any deviation from those approved products must be approved in writing by us prior to the sale by you. Violation of this restriction may result in termination of the franchise relationship. This requirement has been imposed to assure uniform quality standards, as well as to protect the integrity of our concept. You are not limited to the customers to whom you may sell the franchise goods. Any products submitted to us for our approval for sale by you may be used by us or, upon approval by us, by our other franchisees, in their restaurant operations.

You are restricted to generate sales from the franchise location only, and may not, without express written authorization from us, open or operate another Great Wraps Restaurant. This restriction has been imposed to permit us to supervise the operation of restaurants operating under our trade name, trademarks and service marks.

We may not grant another franchise or establish a company-owned restaurant at your franchise location so long as you are in full compliance with the Franchise Agreement.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

PROVISIONS	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
a. Length of the franchise term	Section 6	15 years
b. Renewal or extension of the term	Section 7	If you are in good standing, you can renew for 1 additional 10 year term
c. Requirements for you to renew or extend	Section 7	Give written notice, sign new Agreement and pay renewal fee. The new agreement may have materially different terms and conditions than your original contract, including different royalties and other fees, but the fees will not be greater than those imposed on other franchisees renewing at the same time.
d. Termination by you	No provision	No express right
e. Termination by us without cause	No provision	Not permitted

PROVISIONS	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
f. Termination by us with cause	Section 19	We can terminate if you default
g. "Cause" defined-defaults which can be cured	Section 19	Curable defaults: breach of any part of Franchise Agreement, default under any mortgage, deed of trust, or lease of the franchise location, failure to pay any amount due, failure to make any change/ modification requested within 30 days after notice, failure to meet Operations Manual standards, misuse of marks, loss of franchise location due to eminent domain or natural casualty
h. "Cause" defined- non-curable defaults	Section 19	Conviction of you or your principal of any felony or crime of moral turpitude, closing business without prior consent for more than 7 days in a month or more than 4 consecutive days, bankruptcy*, sale of significant portion of assets. Termination upon bankruptcy of a franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq., Termination of a Franchise Agreement because of your breach is also a breach of any Area Development Agreement to which you may be a party.
i. Your obligations on termination/non-renewal	Section 20	Obligations include complete identification and payment of amounts due
j. Assignment of contact by us	Section 18	We may assign our rights

PROVISIONS	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
k. Assignment of contract by you	Section 18	Only with our prior approval
l. Our approval of transfer by you	Section 18	We have the right to approve all assignments
m. Conditions for our approval of assignment/transfer	Section 18	New franchisee qualifies, transfer fee paid, training arranged, release signed by you (see Appendix), all fees paid, and current agreement signed by franchisee
n. Our right of first refusal to acquire your business	Section 18	Right of first refusal is reserved by us
o. Our option to purchase your business	Section 20	Upon termination or failure to renew, take possession and buy at discounted price all equipment, property and tenant improvements
p. Your death or disability	Section 18	Your estate or beneficiaries can inherit your rights or assign your franchise with our consent, as described above
q. Non-competition covenant during the term of the franchise	Section 14	No involvement in competing business within 20 miles of any Great Wraps location
r. Non-competition covenants after the franchise is terminated or expires	Section 14	No competing business for 2 years within 20 miles of any Great Wraps location
s. Modification of the agreement	Section 23	No modifications generally unless agreed to in writing by both parties but Operations Manual subject to change

PROVISIONS	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
t. Integration/merger clause	Section 31	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	No Provision	No Provision
v. Choice of forum	Section 25	All actions must be brought in the County of DEKALB, State of Georgia or in Federal Court for the Northern District of Georgia (Subject to applicable state law)
w. Choice of law	Section 18	Georgia law governs (Subject to applicable state law)

AREA DEVELOPMENT AGREEMENT

PROVISIONS	SECTION IN AREA DEVELOPMENT AGREEMENT	SUMMARY
a. Length of the franchise term	Section 2	6 months after the scheduled opening date of final unit

PROVISIONS	SECTION IN AREA DEVELOPMENT AGREEMENT	SUMMARY
b. Renewal or extension of the term	Section 2	Only if the parties can agree on a new development schedule
c. Requirements for you to renew or extend	Section 2	Give written notice, sign new Agreement and pay renewal fee. The new agreement may have materially different terms and conditions than your original contract, including different royalties and other fees, but the fees will not be greater than those imposed on other franchisees renewing at the same time.
d. Termination by you	Section 7.3	If you are in full compliance and we breach and fail to cure
e. Termination by us without cause	No provision	Not permitted
f. Termination by us with cause	Section 7.1	We can terminate if you default under the Area Development Agreement or any Franchise Agreement signed under it.
g. "Cause" defined-defaults which can be cured	Section 7.1	Curable defaults: breach of any part of Area Development Agreement other than failure to meet development schedule or breach of a franchise agreement.
h. "Cause" defined- non-curable defaults	Section 7.1	Failure to meet development schedule or breach of a franchise agreement.
i. Your obligations on termination/non-renewal	Section 7.2	Cease development activities

PROVISIONS	SECTION IN AREA DEVELOPMENT AGREEMENT	SUMMARY
j. Assignment of contact by us	Section 6	We may assign our rights
k. Assignment of contract by you	Section 6	Only with our prior approval
l. Our approval of transfer by you	Section 6	We have the right to approve all assignments
m. Conditions for our approval of assignment/transfer	Section 6	New franchisee qualifies, transfer fee paid, training arranged, release signed by you (see Appendix), all fees paid, you are in full compliance and have opened your first unit.
n. Our right of first refusal to acquire your business	No Provision	No right of first refusal is reserved by us
o. Our option to purchase your business	No Provision	No Provision
p. Your death or disability	No Provision	No Provision
q. Non-competition covenant during the term of the franchise	No Provision	No Provision
r. Non-competition covenants after the franchise is terminated or expires	No Provision	No Provision
s. Modification of the agreement	Section 9.6	No modifications generally unless agreed to in writing by both parties

PROVISIONS	SECTION IN AREA DEVELOPMENT AGREEMENT	SUMMARY
t. Integration/merger clause	Section 9.6	Only the terms of the Area Development Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	No Provision	No Provision
v. Choice of forum	Section 9.1	All actions must be brought in the County of DEKALB, State of Georgia or in Federal Court for the Northern District of Georgia (Subject to applicable state law)
w. Choice of law	Section 9.1	Georgia law governs (Subject to applicable state law)

ITEM 18
PUBLIC FIGURES

At the time of the effective date of this Disclosure Document, there is no public figure whose name is used in connection with the franchise.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC 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 our President, Bob Solomon, at 17 Executive park Drive, Suite 150, Atlanta, Georgia 30329 (404) 248-9900, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System-Wide Outlet Summary
For Years
2016, 2017, 2018

Column 1 **Outlet Type**	**Column 2** **Year**	**Column 3** **Outlets at the Start of the Year**	**Column 4** **Outlets at the End of the Year**	**Column 5** **Net Change**
Franchised	2016	66	67	+1
	2017	67	56	-11
	2018	56	46	-10
Company Owned	2016	0	0	0
	2017	0	0	0
	2018	0	1	+1
Total Outlets	2016	66	67	+1
	2017	67	56	-11
	2018	56	45	-11

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(Other than the Franchisor)
For Years 2016, 2017, 2018

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Florida	2016	1
	2017	0
	2018	0
Georgia	2016	0
	2017	3
	2018	1
Missouri	2016	0
	2017	1
	2018	1
Nebraska	2016	1
	2017	0
	2018	0
North Carolina	2016	0
	2017	0
	2018	1
South Carolina	2016	1
	2017	0
	2018	0

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Texas	2016	1
	2017	1
	2018	2
Virginia	2016	0
	2017	0
	2018	1
Totals	2016	4
	2017	5
	2018	6

Table No. 3
Status of Franchised Outlets
For Years 2016, 2017, 2018

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of Year
Alabama	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	1	0
Arkansas	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
California	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of Year
	2018	0	0	0	0	0	0	0
Connecticut	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
Florida	2016	5	1	0	0	0	0	6
	2017	6	0	0	0	0	2	4
	2018	4	0	0	0	0	1	3
Georgia	2016	17	0	0	0	0	0	17
	2017	17	0	0	0	0	1	16
	2018	16	0	0	0	1	2	13
Illinois	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Louisiana	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	1	0
Michigan	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Missouri	2016	4	0	0	0	0	0	4
	2017	4	1	0	0	0	0	5
	2018	4	0	0	0	0	1	4
Nebraska	2016	1	0	0	0	0	1	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of Year
Nevada	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	1	0
New Jersey	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
New York	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
North Carolina	2016	3	0	0	1	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
Oklahoma	2016	0	2	0	0	0	0	2
	2017	2	0	0	0	0	2	0
	2017	0	0	0	0	0	0	0
Pennsylvania	2016	3	0	0	0	0	1	2
	2017	2	0	0	0	0	1	1
	2017	1	0	0	0	0	1	0
Rhode Island	2016	0	1	0	0	0	0	1
	2017	1	0	0	0	0	1	0
	2018	0	0	0	0	0	0	0
South Carolina	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Tennessee	2016	2	0	0	0	0	0	2

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of Year
	2017	2	0	0	0	0	1	1
	2018	1	0	0	0	0	0	1
Texas	2016	17	0	0	0	0	0	17
	2017	17	0	0	0	0	3	14
	2018	14	0	0	0	0	3	11
Utah	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Virginia	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
Wisconsin	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	1	0
	2018	0	0	0	0	0	0	0
District of Columbia	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Total	**2016**	**66**	**4**	**0**	**1**	**0**	**2**	**67**
	2017	**67**	**1**	**0**	**0**	**0**	**12**	**56**
	2018	**56**	**1**	**0**	**0**	**1**	**11**	**44**

Table No. 4
Status of Company-Owned Outlets
For Years 2016, 2017, 2018

Column 1 State	Column 2 Year	Column 3 Outlets at The Start of the Year	Column 4 Outlets Opened	Column 5 Reacquired from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisees	Column 8 Outlets at End of Year
Georgia	2016	0	0	1	0	1	0
	2017	0	0	0	0	0	0
	2018	0	0	1	0	0	1
Total	2016	0	0	1	0	1	0
	2017	0	0	0	0	0	0
	2018	0	0	1	0	0	1

Table No. 5
Projected Opening as of December 31, 2018

Column 1 State	Column 2 Franchise Agreement Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company Owned Outlets In the Current Fiscal Year
Massachusetts	2	1	0
Florida	0	1	0
Texas	0	2	0
Georgia	1	2	1
Illinois	1	1	0
Total	4	7	1

Exhibit A contains a list of our existing Franchisees. Exhibit A also lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance 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.

During the last three fiscal years, we have not signed any confidentiality clauses with any current or former franchisees which would in any way restrict their ability to speak with you openly about their experience with Great Wraps.

There are no trademark specific franchisee organizations associated with the franchise system, nor are there any independent franchisee organizations that have asked to be included in this disclosure document.

ITEM 21
FINANCIAL STATEMENTS

Our financial statements, which consist of fully audited statements for the years ended December 31, 2018, 2017, and 2016 are attached at Exhibit B to this Franchise Disclosure Document. Our fiscal year ends December 31.

ITEM 22
CONTRACTS

A copy of our standard Franchise Agreement available in connection with this Disclosure Document is attached to this Disclosure Document as Exhibit "C". Our standard General Release, which you will be asked to sign if you renew or transfer your Franchise Agreement, is attached hereto as Exhibit H. Our standard Area Development Agreement is attached at Exhibit I.

ITEM 23
RECEIPTS

Receipts for this Franchise Disclosure Document are located on the last two pages of this FDD. Please sign and return one to us and keep the other for your records.

EXHIBIT A

TO GREAT WRAPS, INC. DISCLOSURE DOCUMENT

LIST OF FRANCHISEES AT DECEMBER 31, 2018

State	City	Restaurant Address	Zip	Primary Franchisee	Store Phone
AR	Little Rock	600 West Market Street	72205	Jenny & Dipesh Patel	501-722-3272
CT	Milford	1201 Boston Post Rd. FC-6	06460	Kalim Jan	203-877-1817
CT	Stamford	100 Greyrock Place Space E-318	06901	Gus Vouthounis	203-323-2227
DC	Washington	1300 Pennsylvania Ave. FC-10	20004	Saroj Bhattarai	202-898-0048
FL	Gainesville	6419 Newberry Road Suite G3	32605	Parth Chaudhari	352-872-5600
FL	Tampa	4001 Tampa Bay Blvd.	33614	Metz Culinary Management, Inc.	813-259-6030
FL	West Palm Beach	2409 S. Dixie Hwy	33401	Rene Von Richthofen	561-832-2940
GA	Athens	175 E. Broad St.	30601	David Carter	706-543-9071
GA	Atlanta	Food Court Concourse A	30320	Hojeij Branded Foods	770-953-3300
GA	Atlanta	3393 Peachtree Rd. NE 1009-A	30326	Neil Chheda	404-467-0622
GA	Atlanta	231 Peachtree St. B-37	30303	Neil Chheda	404-522-5337
GA	Atlanta	190 Marietta St. #227 CNN Center	30303	Vic Vora	404-688-2228
GA	Buford	3333 Buford Dr. #1075	30519	Bhabindra Basnet	678-482-6540
GA	Douglasville	207 Arbor Place Mall	30145	Neil Chheda	770-577-6331
GA	Kennesaw	400 Ernest Barrett Pkwy. Suite 130	30144	Goutam Karan	770-428-7788
GA	Lawrenceville	5900 Sugarloaf Pkwy	30043	Dhaval Shah	770-393-0449
GA	Lithonia	2929 Turner Hill Rd. Mall at Stonecrest Suite 2540	30058	Taskin Momin	770-484-0203
GA	Morrow	1139 Southlake Circle	30260	Ike Momin	770-960-8750
GA	Savannah	7804 Abercorn Ext. Unit 32	31406	Rahul Patel	912-354-8127
MO	Chesterfield	118511 Outlet Blvd. Suite 800	63005	Muzaffar Langrial	636 -778-1440
MO	St. Louis	18 S County Center Way FC5	63129	Muzafar Langrial	314-714-9300
MO	St Louis	10701 Lambert International Blvd Con C #531	63145	MSE Branded Foods	314-738-9335
NJ	Rockaway	301 Mt. Hope Ave, Suite 2106	07866	Peter Sando	973-442-8000
NC	Winston-Salem	3320 Silas Creek Pkwy.	27103	Susma Dhakal	336-659-9740
SC	Greenville	700 Haywood Rd.	29607	Bashu Parajuli	404-247-3330
TN	Memphis	2760 N. Germantown Parkway	38133	Mike Patel	901-380 3088
TX	Arlington	3811 South Cooper St	76015	Karim Haji	713-398-4074
TX	Cypress	29300 Hempstead Rd., Suite 0995	77433	Karim Haji	713-398-4074
TX	Friendswood	500 Baybrook Mall, Space 007	77546	Karim Haji	713-259-3039
TX	Grapevine	3000 Grapevine Mills Parkway	76051	Karim Haiji	713 398-4074
TX	Houston	303 Memorial City	77024	Karim Haji	713-973-9553
TX	Humble	20131 Highway 59 North Space #2096	77338	Puneet & Suneet Mago	281-644-4821

State	City	Restaurant Address	Zip	Primary Franchisee	Store Phone
TX	Katy	5000 Katy Mills Circle, Suite 192	77494	Puneet & Suneet Mago	281 644-4821
TX	Sugarland	16535 SW Freeway Suite 440	77479	Karim Haji	281-265-2354
TX	Woodlands	1201 Lake Woodlands Dr.	77380	Karim Haji	281-298-0223
UT	Salt Lake City	776 North Terminal	64116	The Grove Inc.	801-575 2414
VA	Arlington	1100 S. Hayes St. Space VC2	22202	Od Tsogtbaatar	703-507-5858
VA	McLean	7860 E. Tyson Corner Ctr. FC-6	22102	Richard Sukhdeo	703-356-2070

LIST OF FRANCHISEES THAT LEFT THE SYSTEM IN 2018

Store Name	State	City	Address	Zip	Primary Franchisee	Franchise Phone	Reason
Riverchase Galleria	AL	Birmingham	2000-B Riverchase Galleria	35244	Neil Chheda	205-985-0810	Franchisee Closed
Mall at Millenia	FL	Orlando	4200 Conroy Rd.	32839	Kiran Patel	407-363-3555	Franchisee Closed
North Point Mall	GA	Alpharetta	2190 North Point Circle/ North Point Mall	30022	Raj Pandey	678-762-0110	Franchisee Closed
Cumberland Mall	GA	Atlanta	1328 Cumberland Mall	30339	Eulet Brown	770-432-3946	Reacquired by Franchisor
Perimeter Mall	GA	Atlanta	4400 Ashford Dunwoody Rd. NE	30346	Dhaval Shah	770-393-0449	Transferred
Augusta Mall	GA	Augusta	3450 Wrightsboro Road Ste#2400	30909	Mohammad Alim	706 733-2207	Franchisee Closed
Mall of Louisiana	LA	Baton Rouge	6401 Bluebonnet Blvd.	70836	John Surani	225-366-0115	Franchisee Closed
Chesterfield Mall	MO	Chesterfield	291 Chesterfield Mall Space FC4	63017	Muzaffar Langrial	636-536-9450	Franchisee Closed
West County Center	MO	Des Peres	80 West County Center FC-04	63131	Aasia Langrial	314-835-0200	Transferred
Fashion Show Mall	NV	Las Vegas	3200 S Las Vegas Blvd. Suite 3105	89109	Vicki Davidovitc	702-458-6888	Franchisee Closed
Carolina Place	NC	Pineville	11025 Carolina Place Pkwy. FC-6	28134	Himanshu Patel	704-752-1044	Transferred
Liberty Place	PA	Philadelphia	1625 Chestnut Street Space #F2	19103	Don Desai	215- 564-1871	Franchisee Closed
Galleria Dallas	TX	Dallas	13350 Dallas Parkway	30043	Premila Vishwanath	949-302-4808	Franchisee Closed
Grand Prairie Premium Outlets	TX	Grand Prairie	2950 W Interstate 20. FC#1	75052	Hicham Essiyad	972-249-9770	Franchisee Closed
Houston Galleria	TX	Houston	5085 Westheimer Rd. Space #A1352	77056	Karim Haji	713-599-1443	Transferred
Willowbrook Mall	TX	Houston	2000 Willowbrook Mall Suite 1181	77070	Karim Haji	281-807-7939	Transfered
Galveston Tanger Outlets	TX	Texas City	Great Wraps Tanger Outlet Center Space 350. 5885 Gulf Freeway	77951	Mickey Patel and Dave Patel	281-337-4395	Franchisee Closed
Potomac Mills	VA	Woodbridge	2700 Potomac Mills Circle. Space F001B	22192	Neil Chheda	571-572-3431	Transferred

FRANCHISEES WITH SIGNED AGREEMENTS
But whose restaurants are not yet open as of December 31, 2018

Store Name	State	City	Restaurant Address	Zip	Primary Franchisee	Franchisee Phone
Atlanta Airport Concourse C	GA	Atlanta	Atlanta Airport Concourse C	30320	Terry Harps	

EXHIBIT B

TO GREAT WRAPS, INC. DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

GREAT WRAPS, INC.

FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION

FOR THE YEARS ENDED
DECEMBER 31, 2018, 2017, AND 2016

CONTENTS

Independent Auditor's Report

Board of Directors and Stockholders
Great Wraps, Inc.

We have audited the accompanying financial statements of Great Wraps, Inc., which comprise the balance sheets as of December 31, 2018, 2017, and 2016, and the related statements of income, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Great Wraps, Inc. as of December 31, 2018, 2017, and 2016, 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.

Brooks, Cook & Associates, LLC

Atlanta, Georgia
February 20, 2019

Great Wraps, Inc
Balance Sheets
December 31, 2018, 2017 and 2016

	2018	2017	2016
ASSETS			
CURRENT ASSETS:			
Cash	$ 593,129	$ 540,099	$ 545,869
Accounts Receivable	54,377	61,781	97,450
Inventories	6,302	-	-
Due from Related Party (Note G)	-	7,481	3,500
Current Portion of Notes Receivable (Note B)	-	-	5,607
Other Current Assets	19,415	12,506	9,863
Total Current Assets	673,223	621,867	662,289
PROPERTY AND EQUIPMENT:			
Furniture and Equipment	327,762	261,751	269,466
Leasehold Improvements	74,174	-	-
	401,936	261,751	269,466
Less Accumulated Depreciation	(253,834)	(217,623)	(212,758)
Net Property and Equipment	148,102	44,128	56,708
OTHER ASSETS:			
Notes Receivable, Net of Current Portion and Bad Debt (Note B)	6,692	11,597	20,822
Other Intangible Assets	60,000	60,000	60,000
Total Other Assets	66,692	71,597	80,822
TOTAL ASSETS	$ 888,017	$ 737,592	$ 799,819

See accompanying notes to financial statements.

Great Wraps, Inc.
Balance Sheets
December 31, 2018, 2017 and 2016

	2018	2017	2016
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accounts Payable	20,534	17,907	20,521
Notes Payable (Note C)	1,924	6,511	6,511
Accrued Salaries	20,806	19,169	21,650
Deferred Rent	43,523	27,939	-
Other Current Liabilities	3,329	527	363
Total Current Liabilities	90,116	72,053	49,045
LONG-TERM LIABILITIES:			
Notes Payable (Note C)	-	1,055	7,451
Total Long-term Liabilities	-	1,055	7,451
Total Liabilities	90,116	73,108	56,496
STOCKHOLDERS' EQUITY:			
Common Stock - $.10 Par Value; 100,000 Shares Authorized; 6,945 Shares Issued and Outstanding	695	695	695
Additional Paid-in Capital	249,805	249,805	249,805
Retained Earnings	547,401	413,984	492,823
Total Stockholders' Equity	797,901	664,484	743,323
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 888,017	$ 737,592	$ 799,819

See accompanying notes to financial statements.

Great Wraps, Inc.
Statements of Income and Retained Earnings
For the Years Ended December 31, 2018, 2017 and 2016

	2018	2017	2016
REVENUES:			
Royalties	$ 1,936,243	$ 2,065,909	$ 2,281,780
Franchise Fees	52,500	88,969	48,250
	1,988,743	2,154,878	2,330,030
Retail Sales of Food Products	$ 432,061	$ -	$ -
Cost of Sales of Food Products	(238,707)	-	-
	193,354	-	-
Gross Profit	2,182,097	2,154,878	2,330,030
OPERATING EXPENSES:	1,767,006	1,744,835	1,911,086
INCOME FROM CONTINUING OPERATIONS	415,091	410,043	418,944
INTEREST EXPENSE	-	(531)	(225)
GAIN ON SALE OF REPURCHASED FRANCHISE	-	-	10,716
OTHER INCOME (EXPENSE)	18,326	11,649	289
NET INCOME	433,417	421,161	429,724
RETAINED EARNINGS - BEGINNING OF YEAR	413,984	492,823	623,099
DIVIDENDS PAID	(300,000)	(500,000)	(560,000)
RETAINED EARNINGS - END OF YEAR	$ 547,401	$ 413,984	$ 492,823

See accompanying notes to financial statements.

Great Wraps, Inc.
Statements of Cash Flows
For the Years Ended December 31, 2018, 2017 and 2016

	2018	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net Income	433,417	421,161	429,724
Adjustments to Reconcile Net Income to Net Cash			
Provided by Operating Activities:			
Depreciation	36,211	34,707	30,724
(Gain) Loss on Disposition of Property and Equipment	-	-	-
(Increase) Decrease in:			
Accounts Receivable	7,404	35,669	40,474
Inventories	(6,302)	-	-
Other Current Assets	(6,909)	(2,643)	(1,625)
Increase (Decrease) in:			
Accounts Payable	2,627	(2,614)	(6,490)
Accrued Salaries	1,637	(2,481)	4,679
Deferred Rent	15,584	27,939	-
Other Current Liabilities	2,802	164	363
Net Cash Provided by Operating Activities	486,471	511,902	497,849
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchase of Property and Equipment	(140,185)	(22,127)	(30,003)
Proceeds of Sales of Property and Equipment	-	-	-
Expenses related to Disposition of Property and Equipment	-	-	-
Decrease (Increase) in Due from Related Parties	7,481	(3,981)	8,500
Decrease (Increase) in Notes Receivable	4,905	14,832	4,787
Net Cash Provided by (Used in) Investing Activities	(127,799)	(11,276)	(16,716)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Principal Payments on Long-term Debt	(5,642)	(6,396)	(6,840)
Dividends Paid	(300,000)	(500,000)	(560,000)
Net Cash Used in Financing Activities	(305,642)	(506,396)	(566,840)

(CONTINUED)

See accompanying notes to financial statements.

Great Wraps, Inc.
Statements of Cash Flows (Continued)
For the Years Ended December 31, 2018, 2017 and 2016

	2018	2017	2016
NET INCREASE (DECREASE) IN CASH	53,030	(5,770)	(85,707)
CASH - BEGINNING OF YEAR	540,099	545,869	631,576
CASH - END OF YEAR	593,129	540,099	545,869

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:

Cash Paid During the Year for Interest	-	531	225

See accompanying notes to financial statements.

Note A – Summary of Significant Accounting Policies

Organization

Great Wraps, Inc. was incorporated under the laws of the State of Georgia on December 16, 1988. The Company is engaged in the business of franchising restaurants throughout the United States of America. The failure of any single customer or a limited number of customers to fulfill their obligations under accounts receivable would not have a substantial effect on the Company's financial position and results of operations.

Cash Deposits

The Company maintains its cash deposits with one financial institution. The balances of these accounts, at times, may exceed federally insured limits.

Inventories

Inventories consist of frozen foods and restaurant supplies and are stated at the lower of cost (first-in, first-out) or market. Inventory was $6,302 as of December 31, 2018. Since the Company was not operating a restaurant at December 31, 2017 or 2016, there was no inventory on those dates.

Property and Equipment

Property and equipment are recorded at cost. Depreciation is provided principally on the straight-line and declining balance methods over the estimated useful lives of the assets. Depreciation expense for the years ended December 31, 2018, 2017, and 2016 was $36,211, $34,707, and $30,724, respectively.

Goodwill and Other Intangible Assets

In accordance with generally accepted accounting principles, other intangible assets in the amount of $60,000 are not being amortized by the Company. The Company assesses these intangible assets for impairment annually.

Other intangible assets include trademarks, trade names and copyrights that the Company deems to have indefinite lives.

Income Tax Status

The Company has elected by consent of its stockholders to be taxed under the provisions of subchapter S of the Internal Revenue Code. Under those provisions, the Company does not pay corporate income taxes on the Company's taxable income. Accordingly, no provision has been made for corporate income taxes.

Note A – Summary of Significant Accounting Policies (Continued)

Accounting for Uncertainty in Income Taxes

The Company recognizes material amounts of uncertain tax positions as income tax expense. The Company recognizes accrued interest associated with uncertain tax positions as part of interest expense and penalties associated with uncertain tax positions as part of other expense.

Revenue Recognition

The Company's revenues consist of franchise fees, royalties and sales by Company-operated locations. Revenue from franchisees includes initial franchise fees when a location is opened and royalties received based on sales as determined by the franchise agreement. The Company also receives revenue from product licensing royalties from specific manufacturers. Sales and costs related to Company-operated locations are recognized on the accrual basis of accounting.

Advertising

The Company follows the policy of charging advertising costs to expense as incurred. Advertising expense was $3,148, $22,660, and $1,920 for the years ended December 31, 2018, 2017, and 2016, respectively.

Bad Debts

The Company uses the direct write-off method for bad debts arising from operations. As of December 31, 2018, 2017, and 2016, allowance for doubtful accounts was $15,614, $27,060 and $17,737, respectively, from notes receivable discussed below in Note B.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The most significant estimates involve the collectability of accounts and notes receivable. Actual results could differ from those estimates.

Note B – Notes Receivable

Effective as of December 31, 2012, the Company converted uncollected royalties from a franchisee to a note receivable. Beginning March 20, 2013, twelve equal payments in the amount of $1,706 are due until the principal and interest at 8% are paid in full. As of December 31, 2018, 2017, and 2016, $22,306, $38,658, and $25,338, was outstanding, respectively. As of December 31, 2018, 2017 and 2016, an estimated amount of $15,614, $27,060 and $17,737, respectively, was deemed uncollectible.

Note B – Notes Receivable (Continued)

On October 15, 2015, the Company loaned a franchisee $10,000 for the purpose of bringing the restaurant up to current standards. Beginning December 15, 2015, twenty-four equal monthly payments in the amount of $439 are due until the principal and interest at 5% are paid in full. As of December 31, 2016, $5,607 was outstanding.

In 2016, the Company acquired, refurbished, and re-sold a franchise. It operated the franchise in the short period of ownership, until the buyer assumed the operation. During this period, it made additional improvements which the buyer agreed to reimburse. At December 31, 2016, the buyer owed $4,953 under the arrangement.

Note C – Notes Payable

The Company purchases equipment from The Coca-Cola Company through installment notes. The average maturity of these installment notes is 36 months with an average interest rate of 4.75%. The schedule of principal repayment consists of the following:

Year Ending December 31	
2019	$ 1,924
2020	-
2021	-
	$ 1,924

No interest expense was paid in 2018. Interest for these installment notes for the years ended December 31, 2017, and 2016 was $531, and $371, respectively.

Note D – Line of Credit

The Company has a $50,000 line of credit agreement with a bank that expired April 2017. The line bore interest at 4.25%. As of December 31, 2018, 2017, and 2016, no amounts were drawn against this line.

Note E – Commitments and Contingency

Commitments

The Company leases office space under non-cancelable operating leases that expires in 2023. The Company leases restaurant space under a non-cancelable operating lease that expires in 2030.

Future minimum annual rentals under these leases as of December 31, 2018 are as follows:

Year Ending December 31	
2019	$ 160,373
2020	165,013
2021	169,979
2022	175,096
2023	89,594
2024 and thereafter	550,658
	$1,310,713

Total rent expense, including taxes, insurance, utilities and common area costs, for the years ended December 31, 2018, 2017, and 2016 was $239,817, $74,830, and $58,296, respectively.

The Company has entered into operating leases with Coca-Cola for the use of beverage equipment in franchise locations. The leases carry no terms and may be canceled by either party at any time. Rent expense is accounted for as the actual amount charged by the lessor each quarter. Rent expense incurred for these leases for the years ended December 31, 2018, 2017, and 2016 was $16,532, $17,366, and $19,194, respectively.

Note F – Retirement Plan

The Company has a Savings Incentive Match Plan IRA (SIMPLE IRA) covering substantially all employees. Under the SIMPLE IRA, the Company matches the employee's elective contribution in an amount not to exceed 3% of the employee's compensation.

The Company contributed $21,577, $18,476, and $22,650, for the years ended December 31, 2018, 2017, and 2016, respectively.

Note G – Related Party Transactions

The Company, Gorin's Homemade Ice Cream, Inc. (Gorin's), and TJ's Franchising, LLC. (TJ's) are affiliated companies under common management control. The existence of this control could result in operating results and a financial position of

Note G – Related Party Transactions (Continued)

the Company significantly different from those that would have been obtained if the companies were autonomous.

The Company periodically advances funds to Gorin's and TJ's for working capital purposes. The advances carry no interest and are due on demand. Amounts due from Gorin's was $-0-, $-0-, and $3,500, for the years ended December 31, 2018, 2017, and 2016, respectively. For the year ended December 31, 2017, the amount due from TJ's was $7,481. There were no amounts due from TJ's for the years ended December 31, 2018, and 2016.

The Company charges an administrative fee to Gorin's in exchange for the performance of various administrative duties. The amount charged to Gorin's was $-0- for the years ended December 31, 2018 and 2017 and $42,000 for the year ended December 31, 2016. There were no amounts prepaid by Gorin's for administrative fees at December 31, 2018, 2017, and 2016.

The Company charges an administrative fee to TJ's in exchange for the performance of various administrative duties. The amount charged to TJ's was $30,000 and $23,000 for the years ended December 31, 2018 and 2017 and $-0- for the year ended December 31, 2016. There were no amounts prepaid by TJ's for administrative fees at December 31, 2018, 2017, and 2016.

There was no interest expense on notes payable to related parties for the years ended December 31, 2018, 2017, and 2016.

Note H – Income Taxes

For the years ended December 31, 2018, 2017, and 2016, management believes there were no material amounts of uncertain tax positions. Additionally, there were no amounts of interest and penalties recognized in the balance sheets as of December 31, 2018, 2017, and 2016 or the statements of income and retained earnings for the years then ended. Further, the year ended December 31, 2015 and all years subsequent remain subject to examination.

Note I – Franchise Agreements

Franchise agreements generally include a license and provide for payment of franchise fees and royalties to the Company. The Company's franchisees are granted the rights to operate a restaurant location using the Company's system and name and to purchase related equipment, inventory, and branded accessories through the Company.

Note J – Gain On Sale Of Re-purchased Franchise

In 2016, the Company re-purchased a franchise location for the purpose of refurbishing and reselling it. The details of the transaction are as follows:

Sale Price		$ 165,000
Related Cost:		
Purchase price		109,792
Cost of refurbishing		20,422
Loss from temporary operation:		
Revenue from operations	$48,769	
Less Cost of sales	(20,619)	
Less Operating Expenses	(52,220)	24,070
Total Cost		$ 154,284
Net Gain		$ 10,716

Note K – Subsequent Events

The Company has evaluated subsequent events through the filing date of this report and determined that there have not been any significant events that have occurred through that date.

Independent Auditor's Report on Supplementary Information

Board of Directors and Stockholders
Great Wraps, Inc.

We have audited the financial statements of Great Wraps, Inc. as of and for the year ended December 31, 2018, 2017, 2016, and have issued our report thereon dated February 20, 2019, which contained an unmodified opinion on those financial statements. Our audit was performed for the purpose of forming an opinion on the financial statements as a whole.

The supplementary information presented for the purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other 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 information is fairly stated in all material respects in relation to the financial statements as a whole.

Atlanta, Georgia
February 20, 2019

Brooks, Cook & Associates, LLC

Great Wraps, Inc.
Schedules of Operating Expenses From Continuing Operations
For the Years Ended December 31, 2018, 2017 and 2016

	2018	2017	2016
Salaries	$ 732,842	$ 709,147	$ 800,137
Salaries - Marketing	178,147	166,200	183,931
Payroll Taxes	68,367	58,995	64,382
Advertising	3,148	22,660	1,920
Amortization	-	-	-
Automobile and Truck	12,602	13,034	15,179
Bad Debt Expense	(7,546)	13,129	17,737
Bank Charges	11,291	2,900	4,264
Consultants	43,833	143,023	153,302
Contributions	250	6,550	800
Coupons and Discounts	12,647	-	-
Depreciation	36,211	34,707	30,724
Dues and Subscriptions	2,399	3,044	2,466
Equipment Rental	17,081	-	-
Franchising Cost	67,567	102,462	141,739
Franchise Marketing	13,064	12,801	33,344
Insurance	94,156	92,820	106,522
Legal and Accounting	56,643	60,538	68,303
Office	31,877	52,318	38,358
Postage and Shipping	4,732	3,645	5,389
Rent	239,817	74,830	58,296
Repairs and Maintenance	26,836	19,649	35,282
Retirement Plan	21,577	18,476	22,650
Supplies	15,961	22,306	22,648
Taxes and Licenses	7,918	4,660	4,081
Telephone	20,619	17,498	17,979
Travel	57,052	104,860	121,393
Uniforms	5,629	7,583	1,343
Utilities	22,286	-	917
Less Expense Reimbursements from Affiliated Company	(30,000)	(23,000)	(42,000)
TOTAL OPERATING EXPENSES FROM CONTINUING OPERATIONS	$ 1,767,006	$ 1,744,835	$ 1,911,086

See independent auditors' report on supplementary information.

Great Wraps, Inc.
Schedules of Other Income (Expense) From Continuing Operations
For the Years Ended December 31, 2018, 2017 and 2016

	2018	2017	2016
OTHER INCOME (EXPENSE) FROM CONTINUING OPERATIONS			
Interest Income	$ 2,572	$ 1,649	$ -
Miscellaneous Income	15,000	10,000	-
TOTAL OTHER INCOME (EXPENSE) FROM CONTINUING OPERATIONS	$ 17,572	$ 11,649	$ -

See independent auditors' report on supplementary information.

EXHIBIT C
TO GREAT WRAPS, INC. DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

LOCATION FRANCHISE AGREEMENT

Location Franchise Agreement

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GREAT WRAPS, INC.
LOCATION FRANCHISE AGREEMENT

This Agreement is made and entered into this _____ day of _____________, 20____, by and between GREAT WRAPS, INC., a Georgia corporation ("Franchisor"), and _____________________________________ ("Franchisee").

W I T N E S S E T H:

WHEREAS, Franchisor, as the result of the expenditure of time, effort, and money, has acquired experience and skill in the development, opening, and operation of retail outlets for the preparation and sale of hot and cold wrapped sandwiches and other sandwiches and related food products (collectively, the "Food Items") and for providing restaurant services in connection with the sale of Food Items (the "Restaurant Services") at a restaurant ("Franchised Restaurant");

WHEREAS, Franchisor has established and adopted standards, operating procedures, record keeping and reporting methods, management training techniques, specifications, proprietary marks and names, and proprietary confidential information (collectively, the "System") which provides a uniform high quality of product, service and image in the sale of Food Items in the Franchised Restaurants;

WHEREAS, Franchisor authorizes others to use in the United States the trademarks, trade names, and service marks (collectively, the "Marks") set forth in the attached "Exhibit B" (Exhibit B and all other exhibits hereto being hereby incorporated into this Agreement by reference) for sale and distribution of said Food Items and providing said Restaurant Services;

WHEREAS, Franchisee recognizes the benefits derived from being able to utilize the operational methods, names and Marks of the System, and desires to sell Food Items and provide Restaurant Services at the location described in Exhibit C attached hereto;

WHEREAS, Franchisee acknowledges the established goodwill and favorable reputation of Franchisor and further acknowledges that Franchisee's compliance with the terms, restrictions and controls established herein is intended solely to protect Franchisor's rights in and to the Marks, to maintain the high level of quality of the Food Items sold and Restaurant Services provided which are identified by or associated with said Marks, to protect other franchisees of Franchisor who depend on a high quality and uniform franchise system, and to provide for a consistent and uniform level of service and products throughout the System;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. GRANT OF LICENSE

Subject to the terms and conditions herein contained, Franchisor hereby grants to Franchisee the non-exclusive right, license, and privilege (the "License") to use the Marks in the operation of a restaurant at the single location specified on Exhibit C (the "Franchise Location" or "Restaurant") together with such trade secrets, merchandising methods, and other confidential and valuable information of Franchisor as Franchisor may disclose to Franchisee from time to time. If the location of the Franchise Location is not known at the time this Agreement is executed, the parties agree that Exhibit C will outline the area in which the Franchise Location will be secured, and when the Franchise Location is identified, the parties will sign an addendum to this Agreement, setting out that address. Franchisor reserves the right to modify the list of Marks set out on Exhibit B and Franchisee agrees to use only those Marks approved from time to time by the Franchisor. Franchisee shall operate the Franchise Location under the trade name "Great Wraps" or "Gyro Wrap" and shall register or file statements of its use of such name as a d/b/a with the Secretary of State, Clerk of Court, or other proper governmental authority as required by applicable law and as required by Franchisor; provided, however, Franchisee shall not use said trade name or any of said Marks as, or as part of, Franchisee's corporate, partnership, or firm name. This License shall not extend to any trademarks, service marks, trade names or other proprietary information of Franchisor other than that developed and used in connection with the sale of Food Items or the provision of Restaurant Services for the System. Any use of the Marks which does not fully comply with the provisions contained herein or in the Operations Manual(s) (as defined in Section 10.5) must receive the prior written consent of Franchisor. Further, without the express written consent from Great Wraps, Franchisee will cease and desist from any usage of the Marks that does not meet the strict standards set forth by Great Wraps.

If the Restaurant is a Cafe style restaurant in a storefront location, not in a mall or non-traditional venue, then Franchisor will grant to Franchisee exclusive rights to a territory to be specified on Exhibit C hereof. The protected area will be designated when the location of the franchised business is determined. It is agreed that with respect to a Cafe style restaurant with a protected area, during the term hereof, and provided that Franchisee is in full compliance with all of its obligations hereunder, Franchisor will not itself open another Great Wraps location within the protected area or license another franchisee to do so. Franchisor does, however, reserve the right to place a restaurant in a non-traditional location within Franchisee's territory, such as a hospital, military base, stadium or other arenas, travel plaza, shopping mall, college or university, train station or airport. Franchisee acknowledges that it has no rights to use any of the Marks or any part of the franchised system anywhere other than the protected area, for Cafe locations, or anywhere other than the location described herein, for mall locations, and Franchisor may otherwise license to others or use the Marks itself in any manner it chooses, in its sole discretion.

2. OWNERSHIP OF MARKS

Franchisee acknowledges Franchisor's rights to use and sublicense the use of the Marks and further acknowledges that nothing herein shall give Franchisee any right, title, or interest in or to any of the Marks except as otherwise expressly provided in this Agreement. Franchisee warrants and represents that it will not at any time challenge Franchisor's right to use any of the Marks, challenge the validity of any of the Marks, or do or cause to be done or omit to do any act or thing, the doing or omission of which would contest or in any way impair or tend to impair any right, title, or interest of Franchisor in any of said Marks. Franchisee warrants that it shall not in any manner whatsoever represent that it has any ownership in or right, title, or interest in or to said Marks or any registration thereof other than as expressly provided in this Agreement, and acknowledges that its use of said Marks shall not create in it any right, title or interest in or to any of said Marks but that all uses by it of said Marks shall inure to the benefit of Franchisor. Upon termination of this Agreement, Franchisee shall cease and desist from all uses of said Marks in any form or manner, shall cancel its registration(s) of said trade name, shall not attempt to register said name or any of said Marks in relation to any business, goods, or service, and shall not, in any manner whatsoever, adopt or use without Franchisor's prior written consent any of said Marks, any name or mark which includes as a part thereof any of said Marks or any name or mark which is confusingly similar to or a colorable imitation of any of said Marks.

3. LABELING

Whenever Franchisee uses any of the Marks set forth in Exhibit B, as amended from time to time by Franchisor, in connection with the Food Items or Restaurant Services, Franchisee shall cause the "tm" or "sm" or "R" symbols, as appropriate or as instructed from time to time by Franchisor, to be placed adjacent to the Mark, for example: "Great Wraps®", and, where appropriate, shall clearly indicate that said uses of the Marks are authorized by Franchisor. In using the Marks, Franchisee shall comply with all laws pertaining to trademarks and service marks in force at any time and in any place where said Marks are being used, including, without limitation, marking requirements.

4. STANDARDS

Franchisee acknowledges and is aware of the high quality standards presently used by Franchisor with respect to its production, sale, and distribution of Food Items and provision of Restaurant Services. In order to ensure uniform quality and service among all Franchisor franchise operations, and to protect the reputation and goodwill associated with Franchisor's trade name and marks, Franchisee shall adhere to such standards and specifications as may from time to time be prescribed by Franchisor in the purchasing of supplies, inventory, ingredients, food, food products, paper goods, signs and supplies, and other products as from time to time specified by Franchisor as necessary. Franchisee shall not dispense or sell any products that do not conform to such standards and specifications. Franchisee acknowledges that these standards and specifications will be contained in Franchisor's Operations Manual, that will be revised from time to time, and Franchisee agrees to faithfully conduct its operations at all times in accordance with the Operations Manual, as revised.

Franchisee acknowledges that it is critical that Great Wraps units pay their suppliers and Landlords on a timely basis. Therefore, in the event that Franchisor learns that Franchisee is delinquent in paying its suppliers or its landlord, this shall represent a breach of this Agreement. If, upon inspection, Franchisee can demonstrate a reasonable dispute of charges as determined by Great Wraps, and that reasonable and timely steps are being taken to resolve the dispute, Franchisor shall not take any action against Franchisee. However, should Franchisee simply refuse to make agreed-upon payments, Franchisor may place Franchisee in default of this Agreement and give written notice to Franchisee to pay all delinquent obligations to suppliers within 10 days of the date of such notice. If Franchisee fails to do so, this shall represent another breach of this Agreement, and Franchisor may issue a second notice of default. In this event, should the payment not be resolved within 10 days from the date of the second notice, Franchisor may thereafter terminate this Agreement and the franchise and all other rights and privileges hereunder. Franchisee will not be entitled to any refund of the Location Franchise Fee. Should Franchisee fail to promptly pay any of its suppliers or landlord (each without a reasonable dispute of charges, and a timely course of action to correct it) on more than three occasions within any twelve (12) month period, Franchisor, without any demand or notice, may at its option, immediately declare this Agreement and the franchise and all other rights and privileges hereunder, canceled and terminated and Location Franchisee will not be entitled to any refund of the Franchise Fee.

5. INSPECTION

To ensure that Franchisor's high quality standards are maintained, Franchisee shall permit Franchisor or its authorized representative(s) to enter the Restaurant without notice at any time during Franchisee's normal business hours to inspect and examine its operations, equipment, facilities and advertising and to confer with Franchisee's employees. Franchisor may, upon twenty-four hours' written notice to Franchisee, inspect, examine, audit and copy its books and records during business hours. Franchisee shall cooperate with Franchisor's representatives conducting such inspections. In the event Franchisor concludes from such inspection that Franchisee is in default of any material obligation or duty or breached any material covenant as set forth in this Agreement, Franchisor may give notice to Franchisee that such default or breach shall be cured or corrected immediately and any other default of any obligation or duty or breach of any covenant shall be cured or corrected within ten (10) days of delivery of such notice or a shorter time period if appropriate under the circumstances. In the case of physical improvements/changes to the franchised location, Franchisor shall grant additional time to cure if it deems more time is reasonably required.

6. INITIAL TERM

This Agreement and the franchise granted herein shall, unless sooner terminated as hereinafter provided, remain in force for a term of fifteen (15) years from the date hereof (such term, being herein sometimes referred to as the "Agreement Term"). Notwithstanding the foregoing, if the lease of the Franchise Location is terminated prior to the contractual termination date as provided in said lease, the Agreement Term of this Agreement and any renewal thereof pursuant to Section 7 shall terminate on the termination date of the lease unless Franchisee is able to relocate the Restaurant into another location approved by Franchisor. If the lease for the Franchised Restaurant expires and the landlord refuses to renew the lease and the term of the Franchise Agreement expires, the Franchisor may step in and attempt to negotiate a new lease with the landlord for either its own use or for the use of a new franchisee who would take over the space, and Franchisee waives any claims with respect to such activity. If Franchisee shall not have commenced operation of the Franchised business to the public within six months of the date first above written, except if such delays were totally caused by the Landlord, the contractor (that has been paid as per their contract), or governmental inspectors, then Franchisor may, at its election, terminate this Franchise Agreement at any time prior to Franchisee's commencement of such operation, by giving notice thereof to Franchisee. None of the Location Franchise Fee, as herein defined, shall be refunded to Franchisee if this Agreement is terminated because of Franchisee's failure to commence business within the six month time period, except as provided in Section 8 below.

7. RENEWAL TERM/FEE

(i) Provided that Franchisee is in full compliance with the covenants contained herein and (ii) provided that Franchisor, during the Agreement Term has not delivered to Franchisee ten or more notices of default and cure as provided in Section 19.2 below, Franchisee, at Franchisee's election, may, upon the expiration of the Agreement Term, renew this Agreement for an additional term of TEN (10) YEARS. If Franchisee shall desire to renew the Agreement, Franchisee shall give written notice not earlier than one hundred eighty (180) days nor later than sixty (60) days prior to the expiration Date. If Franchisor decides not to renew the Franchise Agreement because either (i) Franchisee is not in full compliance with the covenants contained in this Franchise Agreement or (ii) Franchisor has delivered ten or more notices of default, Franchisor shall give written notice to Franchisee of its decision within 30 days of receipt of Franchisees election, setting forth the reason for non-renewal. As further conditions of renewal, Franchisee (i) shall execute Franchisor's then current Location Franchise Agreement, which will supersede this Agreement and which may provide for changes in royalty fees, advertising fees and other substantive provisions and (ii) shall pay Franchisor a renewal fee equal to one-fourth of Franchisor's then prevailing initial Franchise Fee.

8. PAYMENTS TO FRANCHISOR

8.1 Franchise Fee. Franchisee shall pay to Franchisor an initial Franchise Fee of $22,500, payable upon the execution of this Franchise Agreement. Franchisee understands and agrees that the Franchisee Fee is intended to be non-refundable, however, Franchisor agrees to refund 35% of the Franchise Fee should Franchisee, having not accepted a site also approved by Franchisor, request in writing the termination of this Agreement within six months after the execution of this Agreement, and executes Franchisor's Termination Agreement within 10 days of receipt from Franchisor. Franchisee acknowledges that the Franchise Fee paid under this Agreement shall be deemed fully earned and non-refundable upon the earlier of: 1) The parties' mutual approval of a lease proposal (or if Franchisee owns the site instead of leasing it, when the Franchisee begins construction on the site), or 2) the expiration of 6 months from the date of this Agreement. Franchisee hereby waives any claims and demands for a refund of the Franchise Fee after such date.

I UNDERSTAND AND AGREE ____________________ (if so, please sign)

8.2 Base Royalty. For the entire term of this Agreement, Franchisee shall pay to Franchisor a continuing royalty fee of Five and a Half Percent (5.5%) of the Franchisee's weekly Net Sales for the preceding week for the term of this Agreement ("Royalty Fee"). Such payment must be made to Franchisor by bank draft, electronic funds transfer or similar method, specified by Franchisor, on or before Thursday of each week, or such other date as may be specified by Franchisor, for Net Sales made during the immediately preceding week. For purposes of this Agreement, Net Sales means the total amount of all revenue received by Franchisee from all sales at, in, on, or about the Franchise Location, and all sales generated by catering or delivery services, or other operations, whether evidenced by cash, accounts receivable, other credit, credit card vouchers, checks, gift certificates, services, property or other means of exchange, less sales or other taxes imposed by any competent governmental authority directly on sales of the business and collected from customers, provided such taxes are added to the selling price and are in fact paid by Franchisee to the appropriate governmental authority, and also excluding the face value of coupons redeemed at the franchised location.

8.3 Bank Draft/Electronic Funds Transfer. Franchisee shall execute and deliver to Franchisor appropriate pre-authorized draft forms for Franchisee's operating account, so that Franchisor may withdraw money on a timely basis to collect royalty payments, Brand Development Royalty and regional/national advertising fund payments, and any other charges owed by Franchisee. Franchisee shall make the funds available to Franchisor for withdrawal no later than the due date for payment. Franchisee shall report Net Sales each week by electronic mail, telephone, facsimile or other electronic means specified by Franchisor from time to time, by Monday of each week or such other day as may be specified by Franchisor, using the format specified in the Great Wraps Operations Manual, for the business week ended the day before. If Franchisee fails to report its Net Sales on a timely basis, Franchisor shall have the right to collect, in addition to the late fee, six hundred dollars ($600) per week for Royalty payments and one hundred dollars ($100) to cover any Brand Development Royalty due. Franchisee acknowledges that Franchisor shall have this unilateral right to collect this amount or a higher amount if Franchisor estimates at Franchisor's sole discretion that the Restaurant is generating higher net sales, or at such time as the regional/national advertising fund payments become due. Any such estimates will be reconciled and adjusted as needed when Franchisor receives the actual, delinquent sales reports. Franchisee shall pay to Franchisor interest on any such unpaid amount from the date on which payment was due at a rate equal to the maximum legally allowable interest rate under the laws of Georgia with respect to a delinquent commercial account or eighteen percent (18%) per annum if no maximum legally allowable interest rate is specified by applicable law.

8.4 Late Fees and Damage Provisions. In addition to its other rights and remedies, Franchisor may charge Franchisee a late fee of $100 for any payment or electronic funds transfer that is not received by Franchisor or its affiliates by the due date, as well as for any report that is not received by Franchisor or its affiliates by the due date. Similarly, Franchisee acknowledges that for the sake of quality and consistency, Franchisee must adhere to the provisions of this Agreement and the operational standards described herein and in the Operations Manual, and that Franchisor is damaged by the failure to do so. Therefore, Franchisor may charge Franchisee a $100 fee for any breach of this Agreement, including but not limited to failure to uphold operational standards. In the event that Franchisee does not address any such breach on a timely basis, including those that require physical changes to the store, Franchisor shall have the further right to collect an additional $100 fee after each 10-day period that the infraction is not corrected.

8.5 Application of Payments. Notwithstanding any designation Franchisee might make, Franchisor may apply any payments made by Franchisee to any of Franchisee's past due indebtedness to Franchisor or its affiliates. Franchisee acknowledges that Franchisor has the right to set-off any amounts Franchisee owes Franchisor or its affiliates against any amounts Franchisor or its affiliates might owe Franchisee.

8.6 Security Interest. Franchisee hereby grants to Franchisor a security interest in and to any and all assets of Franchisee associated with the franchised business, including but not limited to inventory, equipment, fixtures, supplies, furniture, signs and accounts receivable, in order to secure the performance of all of Franchisee's obligations hereunder. Franchisee consents to Franchisor filing a UCC-1 to evidence and perfect its security interest. Franchisor agrees to subordinate its security interest to a bona fide lender or equipment lessor of Franchisee, upon request.

9. ADVERTISING

9.1 Brand Support Royalty. Franchisee covenants and agrees to pay to the Franchisor each week One-half of One Percent (.5%) of net sales generated from the Restaurant during the previous week, payable at the same time and in the same method as the royalty payments described above. As is the case for royalties, Franchisor agrees that for all first time Great Wraps franchisees, the Brand Support Royalty shall not be due or payable for the first three months that the franchised business is open to the public (excluding airport locations). Franchisor will use these funds for graphic design, store graphic development, public relations, Franchise System meetings/seminars/events, sales incentive programs, distribution and administrative cost of handling any of these materials, salary(s) of marketing personnel, advertising-development, point-of-sale promotional materials, and any other marketing or production or marketing research programs deemed appropriate by the Franchisor.

Local Advertising. In addition to the Brand Support Royalty described in paragraph 9.1 above, If the franchised business is a Cafe style location, Franchisee agrees to spend no less than 2% of weekly net sales on local advertising. Franchisee will provide to Franchisor proof of such expenditures in such form as Franchisor shall reasonably request. With respect to mall locations, Franchisor strongly recommends that Franchisee spends at least two percent (2%) of weekly net sales towards local marketing efforts to bolsters Great Wraps awareness and image and to directly impact local sales (e.g. couponing, electronic advertising, local sponsorships, etc.).

Franchisor reserves the right to require Franchisee to pay a technology fee to a third party vendor Franchisor selects, which will go for loyalty programs, social media monitoring and response tools and website maintenance, and similar matters. This fee will be paid to the third party vendor who Franchisor selects to manage these things for Franchisor, and it will be that third party vendor who will set the fee.

Regional or National Advertising. It is further understood that Franchisor maintains the right to establish regional advertising campaigns as soon as individual markets achieve adequate store counts, as determined solely by Franchisor, and/or a national advertising campaign as soon as Franchisor deems that appropriate. Therefore, all parties agree that upon 90 days written notice, Franchisee shall begin paying up three (3 %) percent of the net sales of the franchised Restaurant, with the exact amount to be specified by Franchisor, which can change from time to time up to the maximum 3%. In this event, Franchisee may choose to reduce or eliminate its local advertising expenditures. All payments described in this paragraph shall be made by Franchisee in the same manner and at the same time as the royalty payments are made. Franchisor shall use these Regional or National Advertising funds to administer all aspects of the Advertising Program, and may at its option, use ten percent (10%) of any national or regional advertising fee to cover its internal expenses in administering the Advertising fund. Franchisor shall be solely responsible for the content of all such advertising, selection of advertising vehicles (including but not limited to point-of-sale, direct mail, print, coupon vehicles, radio/TV/internet advertising, public relations, event sponsorships, billboards, or any other method of distributing advertising), and the production of all advertising. Franchisor shall establish a separate account for the receipt and disbursement of all Advertising Fees received from all Franchisees, and upon request, provide an accounting to all Franchisees of all such fees collected for and disbursed from such account no later than three (3) months after the end of each of Franchisor's fiscal years.

9.4 Approval of Advertising. Franchisee acknowledges that use of Trademarks, Brand/menu descriptions, and any reference to Great Wraps must be done in strict accordance with the standards of Great Wraps. Therefore, Franchisee agrees that all local advertising, marketing materials, menus, merchandising materials, public relations announcements, business cards, letterhead, point-of-sale material, store web sites or any other Branded material not prepared by Franchisor or previously approved by Franchisor shall be submitted in writing to Franchisor at least 30 days prior to their use.

9.5 Protecting the Brand. In addition to the foregoing, Franchisee agrees to:

(a) Refrain from using in any way in its advertising the image of any individual, real or fictional, other than those approved by Franchisor.

(b) Adhere to such advertising regulations as Franchisor may impose that may change from time to time, to obtain Franchisor's approval of local advertising, and to use only materials, tapes and other advertising materials provided by or approved by Franchisor for local advertising use. Franchisee further agrees to fully adhere to any/all of Franchisor's specifications for the development and hosting of a Franchisee website.

(c) Impose all signs and other advertising/merchandising materials with ™, or other designated symbols to protect the Franchisor's right to its various trademarks, service marks and other rights, and to cause all local signs and other advertising materials prepared by or for Franchisee to use and reproduce

Franchisor's trademarks, service marks and other symbols, accurately and exactly, in a manner which will best protect these rights, and to refrain from the use of Franchisee's own name or any other name than "Great Wraps" in connection with any of the trademarks, service marks or other rights, and to take such other steps as reasonably requested by Franchisor for the protection of its trademarks, service marks, trade names, copyrights and other rights.

(d) Franchisee expressly understands that the premises must be designed and maintained according to the strict design standards of Franchisor that may change from time to time, and Franchisee agrees to comply with those specifications. Franchisee shall maintain in good operating condition in a prominent location upon its premises, the approved signage; and in any event, to maintain all signs in accordance with the standards established by Franchisor. Franchisee further agrees to maintain all outdoor signage, and other identification, painting, colors, layout of the premises, menu boards, product graphics that may change from time to time, outdoor menus and all other visible items on the premises and changes therein, in accordance with the standards established by Franchisor. Franchisee specifically agrees not to display any handwritten signs/items or any unapproved signage or displays that are not specifically approved by Great Wraps. Franchisee will comply with Franchisor's customer comment and feedback program, and will carry any materials specified by Franchisor at Franchisee's expense, and will place such material in the store as designated by Franchisor. Additionally, Franchisee agrees place Franchise Sales material in their stores as directed by Franchisor, which shall be produced and funded by Franchisor.

(e) Franchisee understands that Franchisor must protect its recognition on the Web, and as such Franchisee agrees to fully adhere to any/all of Franchisor's specifications and restrictions for the development, hosting and use of a Franchisee website, or any depiction or use of (or reference to) the trademark(s) on the Internet. Franchisee also acknowledges that Franchisee may not develop its own website without conforming to the strict guidelines and specifications of Franchisor, which may change from time to time. Franchisor may require Franchisee to feature a web page on Franchisor's website according the specifications of Franchisor or Franchisor may require that any Franchisee websites will be accessible only through the Franchisor's Website. To clarify this, Franchisor may require that Franchisee's URL be directed to the Franchisor's website and not directly to the Franchisee website. Further, Franchisee acknowledges that Franchisee may not use the words "Great Wraps" in their URL at any time whatsoever without the express written consent of Franchisor.

9.6 In-Store Advertising. In addition to any advertising royalties/costs outlined in this Agreement, Franchisor may require Franchisees to use at Franchisee's cost specific "welcome" doormats and/or other Systemwide store merchandising/Branding programs that are required by Franchisor.

9.7 Controlling Allowances. Franchisee acknowledges that Franchisor and its affiliates may receive payments, cooperative marketing allowances, licensing fees for use of the Franchisor's trademarks, or vendor rebates from suppliers based on such suppliers' dealing with Franchisees, and Franchisee acknowledges that Franchisor shall have the sole right to administer and control such payments or program with the supplier and may use all amounts so received without restriction and for any purpose Franchisor and its affiliates deem appropriate (unless Franchisor and its affiliates agree otherwise with the supplier).

10. DUTIES OF FRANCHISOR

10.1 Supply Design Specifications. Franchisor shall furnish Franchisee specifications for store design, equipment, furnishings, wall artwork, color schemes, engineering, music and other details sufficient for Franchisee to establish a restaurant to serve all Food Items and provide Restaurant Services from the Franchise Location. Such specifications are the property of Franchisor and will be made available to Franchisee as a loan, and may not be copied or reproduced without the express written permission from Franchisor. Franchisee shall bear all costs of modifying and adopting these general plans and specifications to the particular Franchise Location, including all architectural and engineering fees. Franchisee shall return all plans and specifications, including any modifications of such plans and specifications, to Franchisor. Any modification of such plans and specifications must be first approved by Franchisor. Franchisor shall not unreasonably withhold approval of any plan modification or selection of contractors. Franchisor shall offer Franchisee name(s) of Great Wraps' approved architects and contractors. Franchisor shall also have the absolute right to approve any architect or contractor selected by Franchisee to perform any work on the Restaurant.

10.2 Graphic Specifications. Franchisor shall furnish Franchisee specifications for signs, displays, menus, bags, containers, cups, business forms, other business stationery and any other printed materials designated by Franchisor displaying any of the Marks (collectively, "Printed Material") to be used on or about the Franchise Location. Franchisee shall comply with such specifications, as amended by the Operations Manual and shall not use nonconforming Printed Material unless specifically approved in writing in advance by Franchisor. Franchisor, at its option, shall provide Franchisee from time to time the name or names of suppliers which will provide such Printed Material in compliance with Franchisor's specifications. If Franchisor provides such names, Franchisee is required to purchase such Printed Material from such suppliers. Any letterhead, business cards or other printed materials produced by Franchisee which use the Franchisor's proprietary marks must be laid out according to Great Wraps' standards and must be approved in writing by Great Wraps. Any such collateral in all cases must include the name of the Franchisee, d/b/a Great Wraps, and will identify Franchisee as the store owner.

10.3 Training. Prior to the opening of the Restaurant, Franchisee or a managing owner if the Franchisee is a legal entity ("Managing Owner") and a second person designated by Franchisee to assume primary responsibility for managing the franchised unit ("Manager") must both attend and successfully complete the official Training Program. Such training will take place in Atlanta, GA, or at such locations designated by Franchisor. Franchisee acknowledges that the Training Program will be administered in English and all attendees must be fully able to read, write and converse fluently in English. The cost of the training course (and for additional training, if any, as Franchisor may reasonably require) and all requisite materials will be borne by Franchisor. Franchisor may provide a joint training program for Franchisee's representatives with other franchisee representatives, or employees of Franchisor. Franchisee is responsible for all expenses related to the travel, room, and board for such trainee. The foregoing training requirements must be successfully completed by the Managing Owner prior to the opening of the Restaurant by Franchisee, or additional training will be required. If Franchisee desires further training, such training shall be at the sole cost of Franchisee. Franchisee shall be responsible for all travel and living expenses during the training program. Franchisee expressly understands that Franchisee must complete the Training Program satisfactorily to open the Franchise location. The franchised restaurant must at all times be under the direct full time supervision of someone who has successfully completed Franchisor's training program. The franchised Restaurant must at all times be staffed by personnel having a thorough command of the English language.

10.4 Additional Training. Franchisor reserves the right to conduct training programs or seminars at locations to be determined by Franchisor to discuss relevant topics, new products or procedures relating to Great Wraps. Attendance at these seminars is optional unless Great Wraps gives Franchisee at least 30 days prior written consent that the seminar is "mandatory", in which case Franchisee (or its Designated Manager) is required to attend. Each mandatory seminar shall not last more than two days, and shall be offered without tuition or fee. Franchisor shall not require Franchisees to attend more than two (2) training seminar per year. Should Franchisee be unable to attend the Seminar at the specified date for reasons beyond their control, Franchisee shall have the option of offering a make-up date within 30 days of the official date that shall be mandatory. Franchisee will be responsible for all transportation and living expenses incurred in attending such additional training programs or seminars.

10.5 Operations Manual. Franchisee acknowledges that the Operations Manual (as referred to in this Agreement) refers to the collective body of the Franchisor's standards, recipes and procedures relating to operating the Franchise Location, that may or may not be divided into separate physical books or digital outputs that include but is not limited to: The Store Opening Manual, Recipe Book, Company Policies, Employee Handbook, Uniform Catalog, Marketing Manual, Sanitation Manual, Great Wraps Forms Packet, Specified Products/Suppliers, etc. However, all this proprietary information shall be referred to collectively as the "Operations Manual". Franchisor agrees to loan one (1) Operations Manual to Franchisee, which shall remain the exclusive property of Franchisor. Franchisee acknowledges that the provisions contained in the Operations Manual must be upheld at all times, and that Franchisee shall be responsible to ensuring that its employees and all other persons under its control comply at all times with the Operations Manual in all respects. Franchisor reserves the right to revise the Operations Manual from time to time, as it deems necessary to update operating and marketing procedures and standards. Franchisee agrees to update its Operations Manual within ten (10) days after receiving updated information, and conform Franchisee's store operations to the updated provisions. Franchisee acknowledges that the most recent Master Copy of the Operations Manual maintained by Franchisor at Franchisor Headquarters is the official document in the event of a dispute over its contents.

10.6 Designate Approved Suppliers. Franchisee acknowledges the importance of group buying for various reasons, including quality, consistency and efficiency, and therefore acknowledges and agrees to purchase all food, paper and other products and services used in the Franchise Location from suppliers specifically designated by the Franchisor, which may include Franchisor. Franchisor reserves to right to designate, from time to time, a single supplier for any service or product, and to require Franchisee to use such a designated supplier exclusively, which exclusive designated supplier may be Franchisor or its affiliates. Franchisee acknowledges that Franchisor designated suppliers may not offer the lowest prices for every item, but for the sake of group buying, consistency and other benefits to the System, Franchisee absolutely agrees to buy from these suppliers only.

10.7. Recommended Pricing. Franchisor will use best efforts to determine those prices which will optimize profits for Franchisee (in light of competitive pressures), and Franchisor shall advise Franchisee as needed concerning such suggested retail prices. Franchisor and Franchisee agree that specified pricing is a recommendation only, and is not to be construed as mandatory upon Franchisee. Franchisee acknowledges the need to stay knowledgeable as to competitive pricing, and share such information with Great Wraps from time to time. Nothing contained herein or no pricing recommendations made by Great Wraps shall be deemed a representation by Franchisor that the use of such recommended pricing will in fact optimize profits.

11. DUTIES OF FRANCHISEE

11.1 Conform to Standards. Franchisee shall devote substantial business attention or shall exert direct supervision over the operation of the Franchise Location. Franchisee shall operate the Great Wraps Restaurant selling Food Items and other approved items, and providing Restaurant Services in conformity with the Franchisor System and such other methods, standards, specifications and guidelines as Franchisor may from time to time prescribe in writing in Franchisor's Operations Manual or other such materials that shall establish standards for a Great Wraps restaurant (collectively referred to as "Operations Manual"). Specifically, Franchisee agrees (a) to offer to the public all of Franchisor's approved menu items and to prepare said items in full conformity with Franchisor's recipes and processes as specified in the Operations Manual (as amended from time to time by Franchisor). Further, Franchisee specifically agrees to refrain from offering any other non-approved food or beverage item whatsoever without the prior written consent of Franchisor and (b) to offer for sale only the approved Food Items purchased from authorized suppliers which are specified in the Operations Manual (as amended from time to time by Franchisor). Franchisee acknowledges that its full compliance with all of Franchisor's specifications is critical to ensure the integrity, uniformity and consistency of the Franchisor System. In addition, Franchisee shall refrain from using the Franchise Location for any purpose or activity other than the sale of Franchisor's approved menu items and the providing of Restaurant Services without obtaining the advance written consent of Franchisor, including but not limited to co-branding with other Concepts/Uses, operating of non-approved vending machines on premise, unapproved delivery services, etc.

11.2 Acceptance of Franchised Location. Franchisee acknowledges that Franchisor's acceptance is required for any location for a Great Wraps Restaurant, and that this acceptance will be at Franchisor's sole discretion. Franchisee shall follow Franchisor's site selection procedures in locating a site, which may be amended by Franchisor from time to time. Franchisee shall consult with Franchisor concerning any proposed location, and shall submit a site submittal package, including space layout, competitive information, demographics, a full disclosure of rent and other economic terms and other materials requested by Franchisor to assess the proposed location. The parties acknowledge that should the services of a real estate broker be used to secure a location under this Agreement, regardless of whether the broker was secured by Franchisor or Franchisee, Franchisee will be responsible for paying any brokerage fee not paid by Landlord, which Franchisee will pay directly to the broker. FRANCHISEE ACKNOWLEDGES THAT ANY ACCEPTANCE OF A SITE BY GREAT WRAPS DOES NOT REPRESENT ANY WARRANTY OR REPRESENTATION THAT THIS SITE WILL BE SUCCESSFUL.

11.3 Acceptance of Lease. Franchisee understands that the terms of a lease are frequently crucial to the ability of the Franchisee to operate successfully, and Franchisor's experience will be useful to Franchisee in formulating the terms of a lease, or a renewal of the lease. Franchisee shall have the lease reviewed by an attorney with legal experience in representing similar restaurant tenants in lease negotiations. Franchisee shall submit any lease proposal, lease, lease renewal, sublease or lease assignment for the rental of the Franchise Location from a landlord ("Lessor") to Franchisor for Franchisor's written acceptance ten (10) days in advance of execution of the Lease, in order to be satisfied that such lease includes the provisions hereinafter set forth. Absent such written acceptance from Franchisor, Franchisee shall not enter into the Lease. Acceptance of lease renewals under this sub-paragraph shall not be unreasonably withheld, but Franchisor shall have the sole discretion of accepting initial lease terms or lease assignments, and all such acceptances must be in writing. If Franchisee fails to execute an approved lease at an approved site within six months after execution of this Agreement, or if Franchisee executes such lease without the consent of Franchisor, Franchisor shall have the right to terminate this Agreement. If such right of termination is exercised by Franchisor, then in addition to other rights contained in this Agreement, the Franchise Fee paid under Paragraph 8 shall be absolutely non-refundable. Upon acceptance of such lease by Franchisor, no amendment, assignment or sublease shall be made or entered into by Franchisee without the prior written acceptance of Franchisor. FRANCHISEE ACKNOWLEDGES THAT ANY ACCEPTANCE OF A LEASE OR ANY LEASE ADDENDUM OR RENEWAL BY FRANCHISOR DOES NOT REPRESENT ANY WARRANTY OR REPRESENTATION THAT THE LEASE IS FAVORABLE AND WILL SUPPORT A SUCCESSFUL OPERATION. Additionally, notwithstanding any provision of this Agreement or otherwise, Franchisor shall have no liability to Franchisee for any acceptance or refusal to accept said lease or as a result of any advice or lack of advice to Franchisee by Franchisor with respect to any provision or absence of a provision in said lease. Franchisee shall provide Franchisor with a conformed copy of any lease, or any Addendum or change of status of lease, within ten (10) days after the execution of such lease document. Franchisee shall cause, or use best efforts to cause, the following terms to be included in the lease. But regardless of whether these items are documented in the lease, Franchisee acknowledges that:

(a) Not withstanding Lessor's building criteria which Franchisee is bound to adhere to, the space, signage and all merchandising shall be built to Franchisor's specification and Landlord shall have no interest in the design, plans or specifications of the improvements constructed on the premises;

(b) Upon termination of the lease, Franchisee must remove all Great Wraps signage and proprietary trade dress; and

(c) If Franchisee is in default under the location lease and Lessor desires to terminate Franchisee under that lease, or if Franchisee is in default under this Franchise Agreement and Franchisor desires to terminate Franchise under this Agreement, Franchisee acknowledges and agrees that Franchisor shall have the right to freely and openly approach the Landlord and attempt to secure Franchisee's location lease under the same terms and conditions, or negotiate a new lease under the best terms Franchisor can secure. Franchisee releases Franchisor from any claims if this event shall occur.

(d) No addendum or modification of the location lease give the Landlord the right to terminate the lease without cause, in exchange for a lease or rent concession of some kind, unless Franchisor has approved that provision.

11.4 Must Develop Store and Open in Timely Manner. If Franchisee fails to maintain the store development schedule agreed to with Franchisor, which includes negotiating and executing the location lease, designing the space, procuring the required equipment/ menu boards/smallwares, making all payments as contracted, hiring an adequate staff and getting the store open as provided in the development schedule, then franchisor may, at its sole option, terminate this Franchise Agreement by written notice thereof to Franchisee. In addition, if Franchisee fails to open the approved Great Wraps location for business within six months of the signing of the location lease, except from delays caused by Landlord, Contractor or Governmental Agencies, then Franchisor may, at its sole discretion, terminate this Franchise Agreement at any time by giving written notice thereof to Franchisee. Upon this event of termination, none of the Location Franchise Fee shall be refunded to Franchisee whatsoever, and Franchisee hereby waives any claims and demands for such a refund.

11.5 Must Use Approved Architect and Contractor. Franchisee must employ a Company-approved architect to design construction work that must be expressly approved in writing by Franchisor. Additionally, Franchisee shall accept construction bids from only qualified contractors that must be expressly approved in writing by Franchisor at least 45 days prior to the opening of the store, and in no instance will Franchisee be considered as a Contractor. The qualifications of the architect and contractor shall be submitted to Franchisor in advance of seeking such approval, and must include, among other factors, extensive experience in developing commercial restaurant spaces. Franchisee shall submit plans, specifications and drawings to Franchisor for Franchisor's written approval fourteen (14) days in advance of construction of, or modification, to the Franchise Location. All such plans, specifications and changes must conform to Franchisor's then-current standard store and kitchen design, layout and materials/color scheme. It is agreed that in the process of building out the franchised restaurant, Franchisee must obtain Franchisor's approval before proceeding to the next phase (as determined by Franchisor) of the construction, and Franchisor may assess, and Franchisee will promptly pay, a fine of $100 if Franchisee fails to complete a phase of construction in complete compliance with the standards and specifications of Franchisor. If upon completion, should the elements not conform to standards as established by Great Wraps and as identified in the "Restaurant Development Guide", they must be re-done at Franchisee's expense to conform to Franchisor's standards within 10 days or a reasonable time if the Architect needs more time. Absent such written approval from Franchisor, Franchisee shall not begin construction of or modification to the Franchise Location. Franchisee shall also submit to Franchisor such further written confirmation as Franchisor shall reasonably request with regard to the appearance and design of the Franchise Location, and will allow Franchisor, or its representatives, to inspect the Franchise location during the construction of the Restaurant. Should Great Wraps approve any architect to design the franchised location, besides the officially recommended architect, Franchisee shall pay Great Wraps a one-time design review fee of $1,000 to cover the cost of overseeing such design. **Franchisee agrees that training shall be postponed and the Restaurant will not be opened for the sale of any item whatsoever without express written approval from Franchisor that the Training Program was completed satisfactorily, payments to all store development suppliers are being made on a timely basis and that the restaurant meets all pre-opening requirements, design specifications, quality of workmanship, operating competencies, staffing requirements and the Grand Opening Marketing Program is being executed as per Company specifications.**

I UNDERSTAND AND AGREE ________________ (if so, please sign)

11.6 Signage Requirements. Franchisee agrees to use Franchisor's approved store layout, signage, menu boards, specified product graphics and store merchandising that may change from time to time, wall art, and materials/colors. Once Franchisor announces that certain merchandising materials are to no longer be used, Franchisee will immediately remove them and cease any further use of any such outdated materials. A description/confirmation of all merchandising and signs to be used by Franchisee shall be submitted to Franchisor in advance for Franchisor's written approval and shall conform to Franchisor's specifications for art work, lettering, colors, size, construction, overall appearance and installation, subject to reasonable variances, if any, imposed by the landlord. Specifically, Franchisee agrees not to use any handwritten signs or unapproved signage at any time, whatsoever. Additionally, Franchisee agrees that all illuminated signage shall be in working order at all times, and will be fixed immediately if in disrepair. Franchisee agrees to update all menu board graphics at least every two years, bringing these items up to current specifications, all at Franchisee's expense.

11.7 Training Requirements. Franchisee acknowledges that training is critical to the success of the store, and agrees that Franchisee and any Franchisee's designated representative approved in writing by Franchisor who will manage the day-to-day operations of the store must attend and successfully complete Franchisor's training program prior to opening the Restaurant. Franchisor's initial training program consists of up to three (3) weeks of training and one or more written examinations, with the full specifications detailed in the Training Manual that may change from time to time. Franchisee also acknowledges that the Training Program is given in English only, and that all trainees must be proficient in the English language, both spoken and written. Any trainee who cannot actively participate in the Training Program due to insufficient language skills or other limitations will be terminated from the Program. Franchisee acknowledges that the store cannot open for business under any circumstances until no less than two actual day-to-day Store Managers, be it Franchisee or designated representative, have successfully completed Franchisor's initial training program. The costs for accommodations, travel, and salaries of Franchisee or Franchisee's designated representative during such period shall be paid by Franchisee (See subparagraph 10.3.). Franchisee agrees that any/all restaurant managers at the franchise location must be fully trained by Franchisee, Great Wraps or authorized representative of Great Wraps, and Franchisee will inform Franchisor in advance of any change in manager. Franchisee acknowledges that Franchisor may require subsequent store managers at Franchisee's location to attend further training in Atlanta as Franchisor shall from time to time reasonably prescribe.

11.8 Train New Hires. Franchisee shall recruit, train, employ and be responsible for all new or replacement employees for the Franchise Location. Franchisee acknowledges that it is critical to the success of the store that store personnel are able to speak clear English and communicate freely with customers. Therefore, Franchisee agrees to staff the store at all times with, at a minimum, personnel for the initial counter position and a cashier that speak proficient English. It is agreed that Franchisor does not control Franchisee's hiring and employment practices, all of which are the sole responsibility of the Franchisee.

11.9 Designated Restaurant Suppliers. Franchisee shall specify and use in the Restaurant only such construction materials, equipment, millwork, furniture, fixtures, menu boards, signage and small-wares, specified product graphics and store merchandising that may change from time to time and any other store materials/products as specified by Great Wraps, and approved in writing by Franchisor prior to construction. Franchisee agrees to purchase all items from specific sources that are designated by Franchisor, which shall include the above items and others as more fully set forth in Franchisor's Store Opening Manual, which may be amended from time to time in the reasonable discretion of Franchisor. Franchisee shall place a written order for said special equipment not later than sixty (60) days before the required installation date. If Franchisor does not designate a supplier for a specific item, Franchisee may acquire that item from any supplier approved in writing by Franchisor. Franchisor will furnish specifications and approve additional suppliers of the specified items upon written request by Franchisee. It is agreed that Franchisor may require Franchisee to install video surveillance equipment at the restaurant, which equipment will have remote video (private channel) capabilities so that Franchisor may have unrestricted access, requested or unrequested, for both live and/or recorded feed.

11.10 Approved Food and Paper Suppliers. Franchisee agrees to purchase only specified food and paper items, food ingredients, supplies and other items not covered in subparagraph 11.10, including but not limited to any item bearing the Franchisor's logo or marks, only from suppliers that are designated by Franchisor as approved or required. Said suppliers shall be set forth in the Operations Manual, which may be amended from time to time in the reasonable discretion of Franchisor by written notification from Franchisor from time to time. In the event Franchisor designates a required supplier, Franchisee is absolutely required to purchase such products from such supplier. In the event that Franchisor designates an approved supplier in writing, Franchisee may purchase such products from any approved supplier. If Franchisee desires to purchase any of the above listed items from some other source, Franchisee shall first notify Franchisor in writing requesting approval. Approval of requested suppliers is at the sole discretion of Great Wraps, and Franchisor is free to withhold such approval. However, in order to make such determination, Franchisor may require submission of specifications, information or samples of such services products, materials, forms, items or supplies. In such cases, Franchisee must demonstrate to Franchisor's satisfaction that the substituted item(s) are of equal or better quality, that the supplier is reputable, and that use of said item(s) will not detract from the conformity and consistent high standards of the Franchise System. A charge not to exceed the actual cost of the review may be made by Franchisor and shall be paid by Franchisee within 7 days of such receipt. Franchisor will advise Franchisee within a reasonable time whether items meet its specifications.

11.11 Approved Menu and Specifications. Franchisee acknowledges that consistency between Great Wraps units is critical for the long term viability of the Brand. Therefore, Franchisee shall offer all menu items authorized in the Operations Manual and shall not offer any other menu item whatsoever unless specifically approved in writing by Franchisor. Franchisee shall comply with the instructions set forth in the Operations and other manuals and will follow all other standards, instructions, formulas, recipes and specifications furnished by the Franchisor for the operation of a franchised restaurant, which may be amended from time to time in the reasonable discretion of Franchisor. Franchisee may, however, submit proposed menu items including recipes and ingredients to Franchisor for its approval which approval shall be in the sole discretion of Franchisor. If Franchisee receives Franchisors written approval, Franchisee may offer such product in its Franchise Location, using the ingredients and recipes submitted to Franchisor. If Franchisor approves the menu item in writing, Franchisee agrees that Franchisor may assume ownership of such menu item for the benefit of Great Wraps, and shall use this item in any manner Franchisor selects without the approval of Franchisee, including allowing other Franchisees in the System to use such menu items. This right shall survive the term of this Agreement.

11.12 Opening Hours. Franchisee shall operate the Restaurant for business during all days and hours permitted by Lessor and recommended by Franchisor.

11.13 Approved Uniforms. Franchisee acknowledges that wearing Franchisor's uniforms is critical in presenting a professional and consistent image to the public. Therefore, Franchisee shall require all personnel Franchisees, and their entire store staffs to wear Franchisor's official uniform, including caps bearing the Marks designated by Franchisor at all times during operating hours in compliance with Franchisor's Operations Manual. Franchisee acknowledges that the official uniform may be changed from time to time by Franchisor with an amendment to the Operations Manual, and that Franchisee will be required to replace all uniforms at that time. Uniforms will be kept clean, and employees shall maintain both their personal appearance and the appearance of their uniforms in a manner acceptable to Franchisor. If the Franchisor, its representatives or designees determine, upon inspection, that a uniform or uniforms are unacceptable, outdated or unavailable at the time of the inspection, Franchisor may in addition to other recourses described in the Agreement order uniform replacements, and have them sent directly to the store, which Franchisee will immediately cause to be used, and which Franchisee will pay for completely within ten (10) days of their arrival.

11.14 Reporting. Franchisee shall establish and maintain in accordance with generally accepted accounting principles, complete books of account and records in the forms specified by Franchisor from which Net Sales at the Franchise Location must be calculated as of the close of business of each calendar quarter and year. Additionally, Franchisee will provide Franchisor by the Monday of each week, a Weekly Revenue Sheet in the form specified by Franchisor, as may be revised by Franchisor, showing the daily Net Sales at the Franchise Location during the preceding week, along with all other data specified by Franchisor, and submitted with each weekly Royalty Fee payment. Franchisee shall also maintain quarterly and annual statements of profits and losses, and balance sheets for the same periods, all prepared by a certified public accountant, copies of which shall be furnished to Franchisor within fifteen (15) days of the end of each quarter and 90 days after the end of each fiscal year of Franchisee. The Franchisee is required to have the Franchisor approved point-of-purchase hardware and software, including but not limited to a modem, for sales reporting purposes. Reporting will be handled pursuant to the Operations Manual, as revised from time to time. Franchisee agrees to provide all financial statements and reports in the format specified from time to time by Franchisor, and shall use such software programs as Franchisor may specify to produce such reports.

11.15 Paying Rent. Franchisee shall promptly pay its lessor all rental obligations committed to in the Franchise Location lease. Franchisee understands that it is critical to the successful operation of a Great Wraps Restaurant that the lease remain current to ensure that the operation is not interrupted, which would be detrimental to the System as well as Franchisee.

11.16 Accurate Reporting. If any inspection or audit of Franchisee's books and records reveals that Franchisee's actual Net Sales during any period were more than the Net Sales reported by Franchisee this shall represent a breach of the Agreement, and this gap in royalty along with late fee and interest described in this Agreement shall be paid within 10 days of the finished audit. In such event, such payments will be without prejudice to enforcement of any other remedies Franchisor may have under this Agreement. Franchisor shall have the right to choose the accountant. If such audit shall disclose underpayment of royalties of 5% or greater, Franchisee shall reimburse Franchisor for the full cost of such audit. Notwithstanding the foregoing, Franchisor shall have the right to terminate this Agreement if the under-reporting occurs in any three (3) weeks or the underpayment in any one week represents more than 7% of the actual Net Sales.

11.17 Notification of Claims. Franchisee shall notify Franchisor promptly in writing if any written claim is made or litigation is instituted by any person, firm or corporation against Franchisee.

11.18 Comply With Applicable Laws. Franchisee shall comply with all applicable federal, state, and local laws, regulations, and ordinances pertaining to the preparation, sale, and service of food products and maintain the Franchise Location in a clean, sanitary and attractive manner.

11.19 Pay Applicable Taxes. Franchisee shall pay all federal, state and local taxes, fines, license fees, withholding taxes, workers compensation and assessments arising out of or in connection with the Franchise Location; and shall comply with all applicable federal, state and local laws and ordinances.

11.20 Maintaining Standards. Franchisee shall maintain the Restaurant and all fixtures, furnishings, signs, wall coverings, millwork, menu boards and graphics, equipment, art work, color scheme and external presentation therein or thereon, in good condition and in conformity with Franchisor's standards and make such additions, deletions, alterations and repairs as may be required for such purpose. Franchisee shall, at its expense, refurbish, remodel, replace, repair and/or repaint the exterior and interior of the Restaurant at reasonable times and upon request of Franchisor or Lessor in order to comply with the image, standards-of-operation, and performance capabilities established by Franchisor which shall change from time to time. At a minimum, Franchisee shall make substantial renovations to the franchised location at least every five years as to bring the franchised business up to the current standards of Franchisor, including, without limitation, renovation or replacement of kitchen equipment, fixtures, menu boards, photos, wall covering/paint/art, flooring, counters, signage, tile, tables and seating. However, Franchisee shall at all times maintain product graphics and in-store merchandising and promotional materials that are up to current Great Wraps standards, and remove any such collateral items from the store that are no longer approved within five (5) days of written (or electronic) notice by Great Wraps. At all times, Franchisee shall maintain the exterior and interior of the Restaurant in a clean, sanitary, safe, orderly and high-quality condition satisfactory both to Franchisor, Lessor and local authorities in complete accordance with the Great Wraps Operations Manual so as not to detract from or adversely affect the name and reputation of Franchisor or the goodwill associated with the Great Wraps name and Marks. If Franchisee fails to maintain or repair the premises as required in this paragraph, Franchisor may, after seven (7) days written notice to Franchisee, contract to do so at Franchisee's sole expense.

11.21 Specified Registers, Computer and Internet. Franchisee shall maintain the point-of-sale system that is specified by Franchisor at the Restaurant (which may include a modem for polling purposes), with point of sale systems operating in the exact numbers and at the peak times prescribed in Franchisor's Operations Manual. Such point of sale systems shall accumulate all sales and have non-settable devices wherein all sales shall be registered. Sales reports furnished by Franchisee to Franchisor shall include the total accumulated cash received as shown on such systems. Franchisor shall maintain the absolute right to poll the point-of-sale at any time, and gather whatever information the Franchisor deems necessary. Franchisee acknowledges that it is critical for the Franchisor to track store sales, product movement information and other financial information. Additionally, Franchisee expressly agrees to install a suitable personal computer at the store location or other such location where Franchisee routinely conducts Great Wraps administrative business, and maintain software that is specified by Great Wraps. Further, Franchisee acknowledges that Franchisor seeks to communicate with Franchisees via the Internet, which may include a dedicated Great Wraps Intranet Site, and Franchisee agrees to maintain active internet service with an active e-mail address, and Franchisee agrees to furnish Franchisor with Franchisee's current e-mail address. Franchisee will further maintain programs, internet capability, software specified by Franchisor that may change from time to time and membership to any Franchisor Intranet Site to assure effective transmission of both Franchisor and Franchisee communications (including but not limited to reporting purposes).

11.22 No Changes to the Menu Based on Personal Beliefs. Franchisee acknowledges and agrees that the menu, recipes, specified ingredients and operating procedures cannot be changed in any way whatsoever, without the prior express written approval of Franchisor, which Franchisor may grant or deny in its absolute discretion, regardless of any claimed conflicting religious, social, environmental, spiritual or any other personal beliefs. Should Franchisee enact any change to the official Great Wraps standards without Franchisor's approval, Franchisee shall be subjected to the damages provision specified under Paragraph 8.4, as well as other applicable remedies provided for in this Agreement.

11.23 Other Requirements. The foregoing duties of Franchisee are not intended to be exclusive and Franchisee acknowledges that other duties are set forth elsewhere in this Agreement and in the Franchisor's Operations Manual and that such other duties are required to be carried out according to the provisions of this Agreement.

12. SALES AT WHOLESALE

Franchisee shall not sell any food or products at wholesale or for the purpose of resale.

13. TRADE SECRETS AND CONFIDENTIAL INFORMATION

13.1 Confidentiality. As a result of the Franchise granted hereby, and in order to carry out its duties hereunder, Franchisee will become privy to confidential or proprietary data, information, know-how, show-how, and trade secrets of Franchisor (collectively "Confidential Information"). The parties acknowledge that such Confidential Information includes, but is not limited to: the Operations Manual provided to Franchisee by Franchisor, other standards, rules, regulations, routine communications, recipes for Food Items, store opening materials, store layouts, décor schemes, product and store specifications, guidelines, methods of operation, the basic product list, customer lists, customer information, sources of supply and labor policies, all of which pertain to the procurement, preparation, sale, and distribution of Food Items or provision of Restaurant Services at the Franchise Location; provided, however, that Confidential Information shall not include information (i) which has come into the public domain through no fault or action of Franchisee or its officers or employees or (ii) which was in the possession of said party prior to the disclosure of such information through no breach of the Franchisor's proprietary or confidential rights.

13.2 Protect Trade Secrets. Franchisee shall not, without the prior written consent of Franchisor, disclose, divulge, or publish to any other parties any such Confidential Information specified in 13.1; provided, however, Franchisee may disclose Confidential Information to its officers, directors, principals, employees, or persons acting on its behalf whose duties require such disclosure as specified by Franchisor. Franchisor may at any time, require that Franchisee have these individuals enter into a Confidentiality Agreements in a form satisfactory to Franchisor. In any other instance, Franchisee must request approval from Franchisor in writing at least ten (10) days in advance of the time Franchisee desires to make any such disclosure. If Franchisor approves this disclosure, Franchisor can then require Franchisee to secure signed Confidentiality Agreements in a form satisfactory to Franchisor and to the full extent allowed by applicable law from these individuals before any Confidential Information can be disclosed. The parties further acknowledge that certain Confidential Information may not be considered to constitute a trade secret under applicable law. In such event, the nondisclosure and non-reproduction covenants contained herein shall be limited in time to a period commencing with the date of this Agreement and ending after the expiration of thirty-six (36) months following the termination or expiration of this Agreement; provided, however, such time limitation applies only with respect to Confidential Information not constituting a trade secret and nothing contained herein is to be construed as limiting in time the prohibition on the disclosure of trade secrets of Franchisor.

13.3 No Reproduction or Release of Confidential Information. During the term of this Agreement, except with the prior written consent of Franchisor, Franchisee shall not make any copies, extracts or reproductions of any kind of any Confidential Great Wraps Information, including but not limited to the Company's Operations Manual, the FDD, recipes, promotional information, store layout, list of Company Suppliers, Company Communications unless and to the extent that such copies, extracts or reproductions are required by Franchisee for the conduct of business at the Franchise Location and are used by Franchisee strictly in the course thereof. Immediately upon termination or expiration of this Agreement, Franchisee shall return to Franchisor all such Confidential Information and reproductions thereof in the possession or control of Franchisee. Franchisee further acknowledges that all Confidential Information, whether or not a trade secret, is confidential, and cannot be disclosed to any parties other than those associated with the store as specified in 13.2. This prohibition on the disclosure and reproduction of Confidential Information, as described herein, protects the legitimate business interest of Franchisor. Franchisee acknowledges that the unauthorized disclosure or reproduction of such Confidential Information would irreparably harm Franchisor, and that Franchisor would be entitled to injunctive relief in addition to other remedies to prevent or remedy any such unauthorized disclosure.

14. COVENANT NOT TO COMPETE

14.1 During the term of this Agreement and for a period of twenty-four (24) months thereafter, irrespective of the manner of termination or expiration hereof, Franchisee and persons controlling, controlled by or under common with Franchisee shall not, directly or indirectly, whether through family members or otherwise, except with the written approval of Franchisor obtained in advance, as owner, manager, partner, officer, director, consultant, or principal employee, or in any other management/supervisory capacity, participate in a restaurant operation engaged primarily in the sale of any type of Wrapped Sandwich, Pita Wrapped Sandwich, Tortilla Wrapped Sandwich, Gyro sandwich, or other types of similar to that offered by Franchisor anywhere either: (i) from the location/area specified on Exhibit C hereof; or (ii) within twenty (20) miles from either the location specified on Exhibit C hereof or any other Great Wraps Restaurant existing at the date of execution of this Agreement.

14.2 Franchisee recognizes and acknowledges that his breach of this covenant not to compete will irreparably harm Franchisor and the System, and that Franchisor will be entitled to injunctive relief to remedy such breach in addition to but not in lieu of any other remedies Franchisor may have. Franchisee shall require, if requested by Franchisor, each of its officers, directors, store managers, and other principal employees associated with Great Wraps with comparable duties and responsibilities to enter into an Agreement in a form satisfactory to Franchisor containing a covenant precluding each such person from competing with Franchisee within a five (5) mile radius of the Franchise Location during his employment and for a two year period after employment termination, which Agreement must contain explicit provisions that Franchisor is a third party beneficiary thereof and must be signed by such persons no later than contemporaneously with their commencement of duties with Franchisee or must otherwise provide sufficient legal consideration. Franchisee shall furnish a duplicate of each such Agreement to Franchisor promptly upon the assumption of duties by each such person.

15. RELATIONSHIP OF PARTIES; INDEMNIFICATION

15.1 Fiduciary Relationship. This Agreement does not create a fiduciary relationship between Franchisor and Franchisee. Franchisee is an independent contractor and nothing in this Agreement is intended to make either party the agent, legal representative, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

15.2 Independent Relationship. Franchisee shall hold itself out to the public as an independent contractor operating the Restaurant pursuant to a license from Franchisor. Franchisee shall take such action as reasonably necessary to ensure that the public is so informed, including, without limitation, exhibiting a notice of such fact in a conspicuous place in the Restaurant, the content of which may be specified by Franchisor.

15.3 Indemnification. Franchisee acknowledges and understands that nothing in this Agreement authorizes it to make any contract, agreement, warranty or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name or on its behalf, and that Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of any such action or by reason of any act or omission of Franchisee in its conduct of the franchised business or any claim or judgment arising therefrom against Franchisor. Franchisee shall indemnify and hold Franchisor, its officers, employees, directors, agents and assigns harmless against any and all such claims, including but not limited to, products liability, personal injury, negligence, contract, or other claim, arising directly or indirectly from, or as a result of, or in connection with the construction or operation of the franchised business, including all costs and reasonable attorneys' fees of Franchisor incurred in defending against any such claims; except for such as may be caused by the negligence of Franchisor.

16. THIRD PARTY INFRINGEMENT

16.1 In the event any third party violates Franchisor's right, title, or interest in or to any of said Marks, Franchisee shall cooperate fully with Franchisor in Franchisor's efforts to terminate such violations including immediate written notification to Franchisor of any violation or possible violation of Franchisor's right, title, or interest in or to any of the Marks.

17. INSURANCE

17.1 Insurance Requirements. Franchisee shall at its expense throughout the Agreement Term maintain in full force and effect an insurance policy or policies protecting Franchisee, as well as Franchisor as an additional named insured, which insurance shall be reasonably acceptable to Franchisor with customary deductibles and shall include the following minimum coverages and policy limits, which may be amended from time to time by Franchisor:

(A) Comprehensive general liability coverage, including product liability coverage and automobile liability coverage for vehicles, whether owned or not owned by Franchisee, that are used in connection with Franchisee's business with minimum coverage limits of $500,000 per person, $500,000 per occurrence for bodily injury and $250,000 for each accident for property damage, or $500,000 single limit. Franchisee shall have Franchisor added as an additional insured and shall forward a certificate of coverage to Franchisor.

(B) Business interruption coverage with benefits of at least $100,000 or Franchisee's net sales for the immediately preceding calendar year, whichever is greater. All amounts paid to Franchisee pursuant to any business interruption coverage shall be considered part of net sales for purposes of this Agreement.

(C) Fire, vandalism, and malicious mischief coverage with extended coverage in an aggregate amount not less than the full insurable replacement value of the Franchise Location, including its inventory, equipment, and fixtures, and in no event less than the minimum amount necessary to avoid the effect of coinsurance provisions of such policies.

(D) Umbrella liability coverage in an amount not less than One Million Dollars ($1,000,000.00) in excess of any coverage otherwise required in subparagraphs 17.1(A), 17.1(B) and 17.1(C) hereof.

17.2 Option For Higher Coverage. Franchisor does not represent or warrant that the coverage and insurance policy limits are reasonable or accurate and encourages Franchisee to obtain higher coverage if desired.

17.3 Complete Coverage. Franchisee shall maintain insurance policies for or shall pay to the appropriate governmental agencies contributions for worker's compensation, social security, unemployment compensation, disability insurance and such other coverages as may now or hereafter be required by law.

17.4 Verification of Insurance. Franchisee shall, at least five (5) days prior to commencement of construction of, or the effective date of any leasehold interest for the Franchise Location submit to Franchisor verification of insurance coverages in accordance with the requirements hereof paid in full for one (1) year in advance and ten (10) days prior to each policy renewal thereafter, Franchisee shall promptly submit evidence of insurance (and, upon request, copies of all policies and policy amendments) together with proof of payment therefore, to Franchisor. The evidence of insurance shall include a statement by the insurer that the policy or policies will not be canceled or materially altered without at least (30) days' prior written notice to Franchisor.

17.5 Obligation to Comply. Franchisee's obligation to obtain and maintain the foregoing policy or policies in the amounts specified is not limited in any way by reason of any insurance that may be maintained by Franchisor nor shall Franchisee's performance of these obligations relieve it of liability under the indemnity provision contained herein.

17.6 Failure to Comply. If Franchisee fails to comply with any of these insurance requirements, Franchisor may, at its sole option, obtain such insurance and keep the same in full force and effect, and Franchisee shall immediately reimburse Franchisor for the premiums paid therefore, and such amount shall bear interest from the date of payment by Franchisor at the maximum rate allowed by law or eighteen percent (18%) per annum if no maximum rate is specified by applicable law.

17.7 Release of Liability. Franchisee hereby releases Franchisor from any and all liability to anyone claiming through or under Franchisee by way of subrogation or otherwise for any personal injury or property damage or any other harm arising from Franchisee's conducting its business activities at the Franchise Location, except as may be caused by the negligence of Franchisor.

18. ASSIGNMENT OR TRANSFER

18.1 Right to Assign. This Agreement and all rights hereunder, as well as the franchised business itself, may be assigned and transferred by Franchisor and shall inure to the benefit of Franchisor's successors and assigns. This Agreement and any rights hereunder may not be assigned, sold or otherwise transferred, shared, divided or encumbered in any manner by Franchisee, without the prior written consent of Franchisor, on such terms and conditions as Franchisor may prescribe, including but not limited to the payment of a transfer fee equal to 50% of the then current Initial Franchise Fee. If Franchisee is not an individual, the transfer of more than twenty five percent (25%), in the aggregate, of the ownership interest of Franchisee shall be deemed to be an assignment or transfer subject to this Section and shall require the prior written consent of Franchisor. Any assignment, transfer, sharing or division of Franchisee's interest under this Agreement which is not made in accordance with the strict terms of this Section 18 shall be void and invalid, and shall constitute a default of this Agreement. In the event an assignment is permitted and effected hereunder, the present Franchisee/Assignor shall remain and be jointly and severally liable to Franchisor under the non-competition provisions contained herein, for the twenty-four (24) month period after such assignment.

Franchisor will not unreasonably withhold or delay its consent to any proposed transfer requiring Franchisor's consent.

Franchisor's consent to a sale, assignment, transfer or encumbrance by Franchisee hereunder, whether by will, operation of law, or otherwise may be refused unless:

(1) All obligations of the Franchisee created by this Agreement are assumed by the transferee;

(2) All ascertained or liquidated debts of Franchisee to Franchisor, or any other supplier, creditor, Landlord or Government Agency, are paid;

(3) Franchisee is not then in default under this Agreement;

(4) Transferee satisfactorily completes the training required of new Franchisees prior to the date of transfer, and Franchisor has been reimbursed for its time and expenses associated with the supervision of such training;

(5) Franchisor is satisfied that the terms of the sale and assignment will not unduly burden the Transferee financially, in a way that might substantially hinder its ability to continue to operate and to pay its bills. If Franchisee herein is financing any part of the purchase price for the sale of the franchised business, Franchisee and any guarantor of this Agreement will guaranty all of the obligations of Transferee under its Franchise Agreement, throughout the term of any such financing by Franchisee herein. Franchisee and any guarantors hereof agree to execute such documents as Franchisor may reasonably request in order to evidence such a guaranty. All information submitted by Transferee or by Franchisee on behalf of Transferee must be completely accurate;

(6) Franchisee executes a general release of the Franchisor and its officers, owners, and staff, in a form satisfactory to Franchisor;

(7) Franchisee or Transferee completes such renovations of the franchised business as to bring the franchised business up to Franchisor's then current standards for a Great Wraps Restaurant, as specified by Franchisor; including but not limited to, renovation, repair or replacement of outdoor signage, menu boards, photos, graphics, wall covering/art, counters, signage, tile, small wares, tables and seating, and equipment/mechanicals.

(8) Transferee meets Franchisor's then current standards for new franchisees and is otherwise fully acceptable to Franchisor.

Franchisee may assign its interest hereunder to a corporation or other business entity approved by Franchisor and in which Franchisee will own legally and beneficially one hundred (100%) percent of such business entity, and further will reaffirm the original guarantee of the payments due under this Agreement. Such assignee corporation shall be closely held and shall not engage in any business activity other than those directly related to the operation of a Great Wraps Restaurant.

18.2 First Right of Refusal. If Franchisee receives from a third party, and desires to accept, a bona fide written offer/contract to purchase its business, this Franchise, the Licensed Rights, the Restaurant or other rights and obligations arising under this Agreement, then Franchisor shall have the option, exercisable within fourteen (14) days after written notice and receipt of a copy of such offer and other information set forth in this Section 18, to purchase such business, the Franchise, the Licensed Rights, and Franchisee's interest in this Agreement, including Franchisee's right to occupy and use the Restaurant, on the same terms and conditions as offered by said third party. In order that Franchisor may have information sufficient to enable it to determine whether to exercise its option, Franchisee shall deliver to Franchisor, financial statements as of the end of the Franchisee's most recent fiscal year prepared by an independent certified public accountant, and such other information about the business and operations of Franchisee as Franchisee has provided to such third party. If Franchisor elects not to purchase the business, Franchisee may, within seven (7) days from the expiration of the option, sell, assign, and transfer its business, Franchise, Licensed Rights and other interests hereunder to said third party, provided Franchisor has consented in writing to such transfer and assignment as required by this Section 18. Any material change in the terms of the offer prior to closing of the sale to such third party shall constitute a new offer, subject to the same rights of first refusal by Franchisor as in the case of an initial offer. Failure by Franchisor to exercise the option afforded by this Section 18.2 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 18 with respect to the proposed transfer.

18.3 Unexpected Transfer. In the event of the death, disability or permanent incapacity of Franchisee (or appointment of a conservator or guardian of the person or estate of Franchisee, or if Franchisee is a corporation or general or limited partnership, then upon the death, insanity, or permanent disability of the corporation's principal officer or general partner), Franchisor shall not unreasonably withhold its consent to the transfer of all of the interest of Franchisee to his spouse, heirs or relatives, whether such transfer is made by will or by operation of law, provided that the requirements of Item 18.1 hereof have been met. In the case of an approved transfer to such a family member, no transfer fee shall be due. In the event that Franchisee's heirs do not obtain the consent of Franchisor as prescribed herein, the personal representative of Franchisee shall have a reasonable time to dispose of Franchisee's interest hereunder, which disposition shall be subject to all the terms and conditions for transfers under this Agreement, and provided that the franchised unit must maintain Franchisor's standards during this transition.

19. DEFAULT AND TERMINATION

19.1. Events of Default With Right to Cure. These shall constitute events of default hereunder. Upon the occurrence of any of the events described in this Section 19.1, Franchisor shall notify Franchisee in writing of such default and Franchisee will have ten (10) days to cure such default and to provide Franchisor with satisfactory evidence of such cure. If Franchisee fails to cure such default or to furnish Franchisor with adequate evidence of such cure within ten (10) days after receipt of such notice, Franchisor may terminate this Agreement immediately and take any and all actions provided for herein or at law or equity:

19.1.a Failure to Abide by Agreement(s). Breach by Franchisee of any term, provision, covenant, condition, warranty or representation of this Agreement or any other agreement with or obligation to Franchisor.

19.1.b Failure to Maintain Financial Obligations. Default of Franchisee under any financial obligation of the store, including but not limited to the mortgage, deed of trust, equipment lease or retail lease of the Franchise Location.

19.1.c Failure to Make Payments. The failure of Franchisee to pay in full any amount due hereunder when any such payment is due, or failure to submit required sales reporting forms and financial statements in a manner specified by the Franchisor that may change from time to time.

19.1.d Failure to Maintain Restaurant. The failure of Franchisee to make any change, modification, revision, improvement, or correction of, in, or to its facilities or services within ten (10) days after receipt of notice from Franchisor. In the case of physical improvements and/or modifications, more time shall be granted by Franchisor if Franchisee is making specific, good faith efforts to make such changes.

19.1.e Failure to Maintain Standards. Franchisee's breach or failure to comply with any covenant, agreement, standard, procedure, practice, or rule contained in the Operations Manual, as amended from time to time.

19.1.f Unauthorized Use of Mark. The use by Franchisee of the Marks in a manner not authorized by this Agreement and not approved by Franchisor.

19.1.g Failure to Pay Vendors. The failure of Franchisee to pay in full any amount due to any of its vendors, Landlord or creditors when any such payments are due, except in the event Franchisee has a reasonable dispute of charges as determined by Franchisor, and that reasonable and timely steps are being taken to resolve the dispute.

19.1.h Failure to Sign Lease For Accepted location or Open Franchised Business on Time. Franchisee must sign an acceptable location lease and open for business as described in Section 11.4.

19.2. Events of Termination Without Cure. The following shall constitute events of default that give the Franchisor the right to terminate this Franchise Agreement, and any and all other rights or privileges granted hereunder with written notice to Franchisee, without affording Franchisee any opportunity to cure. Any termination by Franchisor will not affect the obligations of the Franchisee set forth herein to take or to abstain from taking action after such termination.

19.2.a. Repeated Noncompliance. If Franchisor has delivered Franchisee four (4) notices of default within the same twelve (12) month period of any violations, regardless of whether defaults were cured.

19.2.b Loss of Possession/Use of Property. If Franchisee loses the right to occupy the Franchise Location because of its default under the lease or sublease, or if the location or any significant portion thereof is taken through the exercise of the power of eminent domain or conveyed in lieu of any such taking, or if the Franchise Location is damaged by fire or other casualty and Franchisee shall fail to repair or replace the same and reopen for business within 150 days of such damage (or at the earliest time allowed by local authorities), or

19.2.c Criminal Conviction. The conviction of Franchisee, or an officer, director, or principal of Franchisee of any felony or crime involving moral turpitude, or any crime that in Franchisor's opinion will materially damage the System's goodwill and reputation.

19.2.d Abandonment. Franchisee's suspension of normal business without the prior written consent of Franchisor for a period in excess of four (4) consecutive days or for more than seven (7) days in any calendar month, unless such suspension is due to fire, flood, storm or other Act of God, or due to renovations or other reason approved in writing by Franchisor.

19.2.e Insolvency. Franchisee's filing of any petition for relief from Franchisee's debts, liabilities or obligations under the Federal Bankruptcy Act or for the appointment of a receiver for Franchisee or for any or a substantial portion of Franchisee's assets, or Franchisee's making of a general assignment for the benefit of Franchisee's creditors, or if a petition is filed against Franchisee under the Federal Bankruptcy Act, or a receiver is appointed for Franchisee or for all or a substantial portion of Franchisee's assets, and such petition or appointment is not stayed or vacated within sixty (60) days or is acquiesced in or consented to by Franchisee.

19.2.f Failure to Open or Complete Training. If Franchisee shall fail to complete Franchisee's initial Training Program or fail to either execute an approved lease at an approved location or open the business to the public by the dates described in Section 6 above, or if Franchisee begins operating the Restaurant without having obtained Franchisor's prior written approval.

19.2.g Unauthorized Disclosure. If Franchisee or persons under Franchisee's control intentionally or negligently discloses to any unauthorized person or copies or reproduces the contents or any part of the Operations Manual or any other trade secrets or confidential information or Franchisor.

19.2.h Transfer Without Consent. If Franchisee shall, without the required written consent of Franchisor, sell or otherwise dispose of all or any significant portion of Franchisee's assets other than in the ordinary course of business.

19.2.i Unsafe or Unsanitary Conditions. If Franchisee creates or allows to exist any condition in or about the franchised unit which Franchisor reasonably believes presents a health or safety concern to the unit's customers or employees.

In the event that Franchisee shall breach any provision hereof or otherwise fail to comply with Franchisor's standards and specifications, as outlined in Franchisor's Operations manual or elsewhere, Franchisor shall have the right, without further notice to the Franchisee, to act to cure such breach on behalf of the Franchisee, without being liable for trespass or other tort. In such event, Franchisee shall, within ten days of receipt of notice of such action, reimburse Franchisor for any amounts of money expended in connection with such action by the Franchisor.

To the extent that any provisions of this Agreement provide for periods of notice less than those provided by any applicable law, or provide for termination, cancellation or non-renewal other than in accordance with such applicable law, then such provisions hereof shall be modified to the extent necessary to comply with the provisions of such applicable law.

19.3 Attorney's Fees. Franchisee shall pay any and all of Franchisor's reasonable attorneys' fees, accounting fees and court costs within ten (10) days of written notice that were incurred as a result of any default or threatened breach of the Agreement by Franchisee, or Franchisee's failure to comply with the provisions of Franchisor's Operations Manual.

19.4 Injunctive Relief. In the event of a threatened breach of this Agreement by Franchisee, Franchisor will, in addition to any other remedy, and notwithstanding any other provision hereof, be entitled to an injunction restraining Franchisee from committing such breach of this Agreement, without showing or proving any actual damage sustained by Franchisor.

20. RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement:

20.1 Sever Franchisor's Obligations. Any and all duties or obligations of Franchisor to Franchisee under this Agreement will immediately cease and terminate.

20.2 Sever Franchisee's Rights. Any and all rights of Franchisee under this Agreement will immediately cease and terminate.

20.3 Retain Fees. Franchisor shall retain all fees paid pursuant hereto.

20.4 Separate Act. Franchisee's obligations to take or abstain from taking action in accordance with this Agreement, including but not limited to Franchisee's obligations to pay any sums due and owing Franchisor, shall not be affected by termination or expiration of this Agreement.

20.5 Debts. Franchisee shall immediately pay any and all amounts due and owing to Franchisor. In the event of termination as a result of any default by Franchisee, such amounts will include all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of the default, which obligations shall give rise to and remain, until paid in full, a lien in favor of Franchisor, subordinated only to a Franchisee's creditors' prior recorded security interests or liens, against any and all of the personal property, inventory, equipment and fixtures owned by Franchisee and used in connection with the franchised business at the time of default.

20.6 Discontinue Use of Mark. Franchisee and Franchisee's officers, directors, shareholders, principals and employees shall immediately discontinue use of all Marks, Confidential Information, and the System, and shall immediately at its sole cost, remove signs, point-of-sale material, posters, displays, and any other material displaying or using the Marks in any manner whatsoever. If Franchisee fails to take or to cause such action to be taken within ten (10) days after termination, then Franchisor, in addition to any other remedy it may have, may enter the premises and make or cause to be made such changes at the total expense of the Franchisee.

20.7 Return Operations Manual. Franchisee shall immediately return to Franchisor the Operations Manual, Recipe Manual, Marketing Manual, all recipe cards, and all other material in its possession containing Confidential Information and shall not retain any copy of such material.

20.8 Discontinue Use of Brand Imagery. Franchisee shall not use any reproduction, counterfeit, copy or colorable imitation of any of the Marks, or any name or mark which is likely to cause confusion of Franchisee with Franchisor, to cause Franchisee to be mistaken for Franchisor, or to deceive the public into believing there is some connection between Franchisee and Franchisor, or which is likely to cause injury to the business reputation of Franchisor or to dilute the distinctive quality of any of the Marks. Franchisee shall not utilize any trade dress, menu items, designation of origin or description or representation which falsely suggests or represents an affiliation, association, or connection of Franchisee with, or certification, sponsorship, or approval of Franchisee by, Franchisor. Franchisee is specifically prohibited from using any internet URL, or e-mail address that contains the official Marks of Franchisor. Without limiting the provisions of Section 14.1 above, Franchisee shall not offer any of the Great Wraps recipes or menu items at the premises or other premises controlled or owned by Franchisee within the 24 month period described in Section 14.1 above.

20.9 Buyout Provision. Except in the case of a renewal under Section 7, upon termination or expiration of this Agreement for any reason, Franchisor shall have the option to purchase the restaurant, or a portion of the restaurant (including any furniture, fixtures, equipment and improvements) which may include at Franchisor's option, all of Franchisee's leasehold interest in and to the real estate upon with the restaurant is located, but not including any other interest in real property. The purchase price for the assets to be transferred will be their depreciated value (except for land) any or all of the furniture, fixtures, equipment, and buildings used in the operation of the Restaurant. Depreciated value shall be determined on the following basis over seven (7) years: 40% of original cost depreciated at the beginning of the first year, and 10% of original cost depreciated per year for each of the next six (6) years, no salvage value, and will be adjusted by setting off any amount then owing by Franchisees to Franchisor or its affiliates, including any amounts paid by Franchisor to cure Franchisee's defaults with third parties such a landlords (the decision to pay such cure amounts to be the sole decision of Franchisor). Franchisor's option shall be exercisable by providing Franchisee with written notice of its intention this option to purchase the restaurant within 15 days from the date of the termination or expiration. The closing for the purchase will take place in a timely manner, but not later than sixty days after such delivery of written notice. Should the restaurant remain open for business during this time, Franchisee shall be obligated to operate restaurants according to the terms of this Agreement. Franchisor may withdraw its intention to buy the store at any time prior to Closing. Should Franchisor not exercise its right to purchase, Franchisee shall be free to keep or to sell to any third party the assets of the restaurant as long as all marks, menus and trade dress elements are removed from the premises in a manner that is satisfactory to Franchisor.

If the Franchise Location is leased, Franchisor shall have the right to assume the lease, as provided in Section 11.3 above. Nothing in this section shall impair or affect any right against said property which might accrue to Franchisor by way of subrogation by reason of any guarantee by Franchisor of any of Franchisee's obligations. The provisions of this paragraph shall survive the expiration or termination of this Agreement and shall be in addition to, not in lieu of, the non-competition provisions contained in Section 14 above.

20.10 Liquidated Damages. Should this Agreement be terminated prior to its scheduled expiration date, other than by mutual agreement, and Franchisor does not exercise its right (pursuant to paragraph 20.9 above) to purchase the assets of the franchised business, Franchisee shall owe to the Franchisor, as liquidated damages and not as a penalty, in addition to all sums otherwise due hereunder, the sum produced by multiplying 36 by the average actual monthly royalty for which the Franchisee was obligated during the term hereof. If less than 36 months remain in the term hereof at the time of such termination, then the number of remaining months shall be substituted for the number 36. Such sum shall be fully due and payable within 10 days of receipt of notice thereof from the Franchisor. Franchisee acknowledges the reasonableness of this liquidated damages provision as a measurement on Franchisor's lost future profits, due to the fact that much of the time and effort expended by the Franchisor on behalf of the Franchisee necessarily takes place in the early months and years of the franchise, in activities such as site selection, site preparation and training. Franchisee acknowledges that such efforts on the part of the Franchisor are made in anticipation of receiving royalties throughout the term hereof, and that the liquidated damages provision set forth above reasonably allows the Franchisor the benefit of its bargain.

20.11 Waiver of Class Action Rights. With respect to any litigation or other proceeding of any kind, the Franchisee agrees that it will pursue any proceeding on an individual basis only, and not on a class-wide or multiple plaintiff basis.

20.12 All Complaints Must Be In Writing. Should Franchisee have specific complaints regarding Franchisor, including but not limited to problems with operational or reporting procedures, problems with supply-lines, menu pricing issues, advertising/marketing issues, discrepancies in electronic debiting of royalty payments, problems with Franchisor representatives, discrimination of any kind, etc., Franchisee must submit such complaints in writing to the V.P. of Operations and the President of Franchisor, or to such other person(s) that Franchisor designates, which may change from time to time. Such complaints must be received by Franchisor within 90 days of its actual occurrence or from the time Franchisee should have reasonably been aware of the matter, so that Franchisor has time to address such complaints. If this complaint is not issued in writing within the specified 90 days, Franchisee hereby waives any rights to pursue this claim legally against Franchisor or launch any corresponding complaint against Franchisor with any governmental authority.

20.13 Periods In Which to Make Claims. *NOTE –This section 20.12 is not applicable for franchisees in the State of Illinois.* No litigation or claim (whether by way of claim, counterclaim, cross-complaint, raised as an affirmative defense, offset or otherwise) by either party hereto will be permitted, whether for damages, rescission, injunctive or any other legal and/or equitable relief, in respect of any alleged breach of this Agreement, or any other Claim of any type unless such party commences such arbitration proceeding, action or suit before the expiration of the earlier of:

1) One (1) year after the date on which the state of facts giving rise to the cause of action comes to the attention of, or should reasonably have come to the attention of such party; or

2) Eighteen (18) months after the initial occurrence of any act or omission giving rise to the cause of action, whenever discovered.

The above periods may begin to run, and will not be tolled, even though the claiming party was not aware of the legal theories, statutes, regulations, case law or otherwise on which a claim might be based. If any federal, state or provincial law provides for a shorter limitation period than is described in this Section, then such shorter period will govern. The time period for actions for indemnity shall not begin to run until the indemnified party(ies) have been found liable and any time for appeals has run in the underlying action.

21. REPRESENTATIONS BY FRANCHISEE

Proper Disclosure and No Representations. Franchisee acknowledges and warrants that Franchisee received a copy of this Franchise Agreement and a Disclosure Document required by applicable state and/or federal laws regarding the terms of this Agreement at least fourteen (14) days prior to the execution and delivery thereof by Franchisee. Except as expressly set forth in the Franchisor's Disclosure Document, Franchisee warrants that NO REPRESENTATIONS OF ANY KIND, oral or written, have been made by Franchisor or any of its owners, officers, employees, agents or representatives with regard to anticipated sales revenue, profitability, operating expenses, market growth, competitive presence in the market, ease of securing a quality real estate location or location lease, or profitability of any other Great Wraps franchise location. Further, Franchisee warrants that Franchisor has made no claims or representations regarding the growth or potential growth of Franchisor; nor have any warranties been given as to the viability or quality of the real estate location or location lease terms or economics. Franchisee acknowledges that they were given ample opportunity to discuss the content of the Disclosure Document and this Agreement with an attorney, accountant and/or other business advisors of Franchisee's choosing; and Franchisor was available to answer any of their questions. Franchisee has also had the opportunity to speak and/or meet directly with the officers of Franchisor to discuss with them the merits and risks associated with the establishment and operation of the franchise location, and Franchisee is satisfied that all such questions have been addressed. Franchisee acknowledges that the operational restrictions and requirements imposed upon Franchisee in this Agreement are integral components of Franchisor's standard franchised business.

I AGREE WITH THE ABOVE PARAGRAPH ________________________(if so, please sign)

22. NOTICES

22.1 Any notices, request, demand or other communication hereunder must be in writing and must be delivered by certified mail, return receipt requested, postage prepaid or by a national/reputable overnight carrier. Notices which are mailed but receipt for which is refused will be deemed to have been duly given three days after such mailing.

22.2. Notices shall be sent as follows:

To Franchisor:
Great Wraps, Inc.
17 Executive Park Drive, Suite 150
Atlanta, Georgia 30329
Attn: Mr. Robert Solomon

To Franchisee (Please indicate official address)

____

____

____

or such other address as the party addressed has previously designated by notice to the other in accordance with this section.

23. WAIVER; MODIFICATION

Any term or condition of this Agreement may be waived at any time by the party hereto which is entitled to the benefit thereof, but such waiver shall only be effective if evidenced by a writing signed by such party. A waiver on one occasion shall not be deemed to be a waiver of the same or of any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay or forbearance by such party, in whole or in part, in exercising such party's rights, powers, benefits or remedies, shall be deemed a waiver of any such rights, powers, benefits or remedies at any time in the future whatsoever. This Agreement may be amended or modified only by a writing signed by all of the parties adversely affected thereby.

24. SEVERABILITY

In the event of any provision or portion of this Agreement is declared invalid by any court of competent jurisdiction, said declaration will have no effect upon the remaining provisions of this Agreement, except to the extent that such declaration of invalidity renders any other provisions invalid, and all non-affected provisions will remain in full force and effect and will constitute the complete understanding of the parties.

25. APPLICABLE LAW AND FORUM

The validity and effect of this Agreement are to be governed by and construed and enforced in accordance with the laws of the State of Georgia.

The parties agree that any action brought by either party against the other party in connection with any rights or obligations arising out of this Agreement, or relating in any way to the relationship of the parties hereto, shall only be instituted and maintained in United States District Court for the Northern District of Georgia, Atlanta Division, or in the Superior Court of Dekalb County, Georgia; either party to this Agreement named as a defendant in an action brought in connection with this Agreement in any other court outside of the above-designated county or district shall have the right to have the venue of said action changed to the above-designated county or district, or, if necessary, have the case dismissed, requiring the other party to refile said action in an appropriate court in the above-designated county or federal district. If either party is not a resident of, or does not maintain a presence in Georgia, then such party hereby agrees to submit personally to the jurisdiction of a court of competent subject matter jurisdiction located in Georgia, in the above-designated county or federal district. The parties acknowledge that this Agreement is executed in, and that a material portion of Franchisee's and Franchisor's obligations under this Agreement are to be performed in, the above-designated state and county and federal district. Nothing in this paragraph, however, shall prevent Franchisor from being able to obtain injunctive or other equitable relief from any court of competent jurisdiction.

26. COUNTERPARTS

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

27. PARAGRAPH HEADINGS

The paragraph headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

28. SINGULARS AND PLURALS; AGREEMENT OF PRONOUNS AND SUBJECTS AND VERBS; DAYS

Where required to conform to common English usage and to permit a consistent, reasonable construction of this Agreement, words appearing in the singular are deemed to be in the plural, words in the plural are deemed to be in the singular, and subjects and verbs are deemed to agree with each other in the proper sense. Reference to "person" or "persons" mean legal entities as well as natural persons. Whenever the pronoun "he" or "his" is used, it is understood that such usage is the common gender and refers to masculine, feminine, and neuter genders. Wherever in this agreement there is a reference to a number of days, the reference shall mean calendar days, not business days, unless specifically stated otherwise.

29. TIME OF ESSENCE

Time is of the essence to this Agreement.

30. RISK

Franchisee acknowledges the following risk factors:

(A) Business Risk. The success of the business venture contemplated herein involves substantial risk and depends primarily upon the business ability of Franchisee to maintain an orderly/upbeat/efficient operation, high-quality and consistent products, a well-trained staff, and an actively marketing effort in Franchisee's local market. It also depends on competitive factors and the continued viability of the location.

(B) No Promises of Success. No guarantee, warranty or any other assurance, express or implied, written or oral, has been given by Franchisor or any of its representatives, nor have any been received or considered by Franchisee from Franchisor whatsoever, as to the potential success of such business venture or the volume, gross revenue, growth rate or profits likely to be achieved.

(C) Viability and Quality of Real Estate Location. Franchisee acknowledges that choosing the right real estate location is critical, and is the sole responsibility of Franchisee. As such, it constitutes a business risk for Franchisee. Franchisee acknowledges that any recommendation by Franchisor of a Great Wraps location or any acceptance by Franchisor of a location DOES NOT constitute a warranty of any kind, express or implied, as to the suitability of the proposed site or how successful a Great Wraps would ultimately be in that location. Franchisee has the ultimate responsibility for selecting/accepting the site, investigating the demographics, competitive factors and other factors associated with the site, and conducting due diligence on the lease terms and ultimately accepting those lease terms, and will not hold Franchisor responsible for any problems with the site, including but not limited to obstructions to the site, delays in the availability of the site, competitive pressure, failure of the site to perform, occupancy-cost rising out of the lease or changes in the economy, traffic patterns, market conditions, or demographics.

(D) Viability and Quality of Lease. Despite any recommendations, advice or direct negotiating with the Landlord by Franchisor regarding the terms and economics of the location lease, Franchisee acknowledges that Franchisee is ultimately and solely responsible for the terms and economics of the lease, and this constitutes a business risk. Franchisee further acknowledges that despite any "acceptance" by Franchisor of a location lease, that acceptance DOES NOT constitute a warranty of any kind, express or implied, as to the suitability of that location lease or how successful Franchisee will be under that lease, and nor does it warrant that the lease terms reflect the best available terms in the trade area. Therefore, Franchisee will not hold Franchisor responsible for any issues in the location lease including but not limited to omissions in the lease, delays in opening store, changes in market conditions or demographics, Franchisee's failure to perform, or mistakes caused by the lawyer. Franchisee acknowledges that it has had ample opportunity to review the lease and to seek assistance of a lawyer of Franchisee's choosing.

(E) Store Cost Variances. Franchisee acknowledges that overall store development costs can vary from Franchisor's estimates and may increase with local codes and regulations, permitting issues, unexpected cost increases, requirements to use more expensive Union labor, regional differences in construction costs, changing market conditions for materials/equipment/labor cost/delivery charges, delays or mistakes made by suppliers, as well as landlord requirements and other factors. This constitutes a business risk. Franchisee will not hold Franchisor responsible for any such cost variances or increases.

(F) Store Development. Franchisor may assist Franchisee with various phases of the store construction to expedite the development of the franchised location, including but not limited to recommending architects, equipment suppliers, contractors, signage suppliers and other suppliers, and Franchisor may even visit restaurant location to inspect store-development progress. Franchisee acknowledges, however, that Franchisee is ultimately responsible for paying these suppliers and releases Franchisor from the inherent business risks of dealing with these suppliers, including but not limited to: failure of supplier to perform or pay their suppliers, supplier delays, increased construction costs, delays in securing permits, omissions by suppliers, problems with Unions, mistakes caused by these suppliers, or delays or added costs caused by Landlord.

(G) Food Cost Variances. Although Franchisor attempts to help Franchisees efficiently purchase food items, including but not limited to organizing a group-buying program, making menu pricing recommendations, and advising Franchisees to conduct routine inventories, food cost in some areas or across the System may be higher than expected because of inadequate store management, fuel prices, weather conditions, commodity supplies, union labor/issues, governmental issues/costs, distributor slotting charges, slow product movement, failure of Franchisee to perform with (or pay) distributors and this represents a business risk. Franchisee hereby releases Franchisor from any claims arising from food cost variances or increases.

(H) Legal Counsel. Franchisee acknowledges that the risk factors, representations and acknowledgments made in this Section 30 and in Section 21 above, concerning representations and proper disclosure, are made without duress of any kind, and are made after having fully read this Franchise Agreement and the accompanying Disclosure Document and after having full opportunity to consult with legal counsel of Franchisee's choosing.

I WARRANT THAT I HAVE FULLY READ AND UNDERSTAND, OR HAVE HAD LEGAL COUNSEL READ AND EXPLAIN TO ME, ALL OF THESE RISK PROVISIONS ABOVE AND I FURTHER UNDERSTAND THAT FRANCHISOR WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT MY FULL ACKNOWLEDGMENT AND ASSUMPTION OF THESE RISKS, AS EVIDENCED BY MY SIGNATURE BELOW.

I UNDERSTAND & ACCEPT THE ABOVE RISKS

____ **(if so, please Sign)**

31. ENTIRETY OF AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous understanding or agreement between them respecting the subject matter hereof. There are no representations, arrangements, understandings, or agreements, oral or written, between the parties relating to the subject matter of this Agreement, except those fully expressed herein, or in the Franchise Disclosure Document. Nothing contained herein shall serve to waive any representations made by Franchisor in its Franchise Disclosure Document.

(Signatures appear on following page)

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement as of the date first above written.

ATTEST **GREAT WRAPS, INC.**

________________________ **BY:**____________________________________

SECRETARY **TITLE:**__________________________

CAUTION: BEFORE SIGNING THIS FRANCHISE AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY AND SEEK THE ADVICE OF LEGAL COUNSEL. BY SIGNING THIS FRANCHISE AGREEMENT, FRANCHISEE ACKNOWLEDGES THAT IT RECEIVED A COPY OF THIS AGREEMENT AT LEAST TEN (10) BUSINESS DAYS PRIOR TO THE EXECUTION DATE HEREOF AND THAT IT HAD THE OPPORTUNITY TO CONSULT WITH THE ATTORNEY OR OTHER ADVISOR OF ITS OWN CHOOSING.

SIGN HERE IF YOU ARE TAKING THE FRANCHISE AS AN INDIVIDUAL(S)

WITNESS FRANCHISEE

________________________ ____________________________________

PRINT NAME:_________________________

ADDRESS:___________________________

DATE:______________

WITNESS FRANCHISEE

________________________ ____________________________________

PRINT NAME:_________________________

ADDRESS:___________________________

DATE:______________

SIGN HERE IF YOU ARE BUYING THE FRANCHISE AS A CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP.

WITNESS FRANCHISEE

________________________ ____________________________________

PRINT NAME:_________________________

DATE:______________

TITLE:__________________________

PRINT NAME OF ENTITY____

SBA ADDENDUM TO FRANCHISE AGREEMENT

This Addendum is made and entered into as of this the __ day of _______, 201__, by and between Great Wraps, Inc., ("Franchisor") and _________________ ("Franchisee").

Whereas, the parties hereto entered into a Franchise Agreement (the "Franchise Agreement) dated _____________ for the ownership and operation by Franchisee of a Great Wraps franchised business.

Whereas, the parties have agreed that in the event that Franchisee seeks an SBA guaranteed loan (the "Loan") in order to finance the development of the franchised business, that they will enter into this Addendum in order to modify the Franchise Agreement as follows:

1. **CHANGE OF OWNERSHIP**. The parties agree that notwithstanding any other provisions of the Franchise Agreement to the contrary, in the event that there is a proposed transfer of a partial ownership interest in Franchisee, Franchisor may not exercise a right of first refusal to purchase such a partial ownership interest if the proposed transferee is a current owner or a relative of a current owner of the franchisee. In addition, Franchisor may not unreasonably withhold its required consent to a proposed transfer, and in the event that a transfer is approved and consummated, the transferor shall have no liability for the actions of the transferee Franchisee taking place after the date of such a transfer.
2. **SALE OF ASSETS**. In the event of termination or expiration of the Franchise Agreement, if Franchisor chooses to exercise a right to purchase Franchisee's business assets and the parties cannot agree on the value of those assets, then an appraiser chosen by both the Franchisor and Franchisee shall determine the value. If Franchisee owns real estate where the franchised premises are located, Franchisee shall not be required to sell that real estate to the Franchisor, but may be required to lease it to the Franchisor or its designee for the remainder of the franchise term (excluding renewal terms) for fair market value, if the Franchise Agreement has a provision for such a lease.
3. **COVENANTS**. In the event that Franchisee owns the real estate where the franchised business is located, Franchisor may not record restrictions against the use of the real estate, such as restrictive covenants, branding covenants or environmental use restrictions.
4. **EMPLOYMENT**. Franchisor shall not directly control franchisee's employees, including any aspect of hiring, firing or scheduling of employees.

This Addendum automatically terminates on the earlier to occur of the following: (1) the loan is paid in full; or (2) the SBA no longer has any interest in the Loan. It is agreed that except as specifically modified herein, the Franchise Agreement shall remain in full force and effect, as originally executed and previously amended, if applicable.

Franchisor: ------------------------

By:___________________________

Franchisee:__________________

BY _________________________________

EXHIBIT A TO FRANCHISE AGREEMENT

CAUTION: BEFORE SIGNING THIS GUARANTY, GUARANTOR SHOULD READ IT AND THE FRANCHISE AGREEMENT IN THEIR ENTIRETY CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL.

GUARANTY OF FRANCHISE AGREEMENT

To induce Franchisor to execute the foregoing Agreement, and for other good and valuable consideration, the undersigned hereby guarantees the full and prompt performance and payment of all obligations, duties and liabilities imposed upon the Franchisee named in this Agreement to which this Guaranty is attached, including, without limitation, the full payment when due of Royalty Fees, Advertising Fees, any Notes that may be executed, as well as any attorneys' fees and other costs incurred by the Franchisor as a result of any default or threatened breach of this Agreement by the Franchisee. The undersigned further agrees to be bound by the provisions of this Agreement relating to Franchisee as though the undersigned were the named Franchisee, including but not limited to all provisions relating to non-competition and non-disclosure.

This Guaranty is absolute and unconditional. Demand and notice of nonpayment, notice of default, diligence in collection and notice of acceptance of this Guaranty are hereby expressly waived by Guarantor(s). No modification or amendment of the Agreement and no extension, renewal, indulgence or waiver granted by the Franchisor shall terminate, reduce or alter the undersigned's obligations hereunder. Franchisor shall not be required to pursue, sue or obtain a judgment against Franchisee prior to pursuing Franchisor's rights against the undersigned hereunder.

WITNESS:

____

GUARANTOR:

SIGNED: ______________________________
PRINT NAME: __________________________
ADDRESS: ______________________________
DATE: _______________________

EXHIBIT A TO FRANCHISE AGREEMENT (*continued*)

WITNESS:

____

GUARANTOR:

SIGNED: ______________________________
PRINT NAME: __________________________
ADDRESS: ______________________________
DATE: _______________________

WITNESS:

____

GUARANTOR:

SIGNED: ______________________________
PRINT NAME: __________________________
ADDRESS: ______________________________
DATE: _______________________

WITNESS:

____

GUARANTOR:

SIGNED: ______________________________
PRINT NAME: __________________________
ADDRESS: ______________________________
DATE: _______________________

EXHIBIT B TO FRANCHISE AGREEMENT

PROPRIETARY NAMES AND MARKS REGISTERED TRADEMARKS

Registered Trademarks:

Great Wraps Grill
Registration No. 4,862,956, Issued on December 1, 2015
United States Patent and Trademark Office

Gyro Wrap (and Design)
Registration No. 2,183,288 issued August 25, 1998
United States Patent and Trademark Office

Great Wraps (and Design)
Registration No. 4,474,500, Issued on January 28, 2014
United States Patent and Trademark Office

Great Wraps
Registration No. 4,470,218, Issued on January 21, 2014
United States Patent and Trademark Office

Steak Wrap (and Design)
Registration No. 1,888,730 issued April 11, 1995
United States Patent and Trademark Office

Chicken Wrap (and Design)
Registration No. 1,888,731 issued April 11, 1995
United States Patent and Trademark Office

GW Cheesesteaks
Registration No. 3,783,852, Issued on May 4, 2010
United States Patent and Trademark Office

TJ's Subs
Registration No. 3134332, Registered August 22, 2006
United States Patent and Trademark Office

EXHIBIT C TO FRANCHISE AGREEMENT

LOCATION OF FRANCHISE
AND PROTECTED TERRITORY, IF APPLICABLE

EXHIBIT D TO FRANCHISE AGREEMENT
STATE LAWS

California State Law Appendix

California Business and Professions Code Sections 20000 through 20043 provide rights to the Franchisee concerning termination or non-renewal of a franchise. If a franchise agreement contains a provision that is inconsistent with the law, the law still controls.

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

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

The Franchise Agreement requires application of the laws of the state of Georgia. This may not be enforceable under California Law.

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

Section 31125 of the California Corporations Code requires the Franchisor to give the Franchisee a disclosure document, in a form containing such information as the Commissioner may by rule or order require prior to a solicitation of a proposed material modification of an existing franchise.

The California Franchise Investment Law requires that a copy of all proposed agreements relating to the sale of the franchise be delivered together with the disclosure document.

You must sign a general release if you transfer your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

In accordance with CCR §310.156.3(a)(3), the Franchisor's URL address is www.greatwraps.com. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at www.dbo.ca.gov.

Illinois State Law Appendix

The conditions under which your franchise can be terminated and your rights upon non-renewal may be affected by Illinois Law, ILCS 705/19 and 705/20.

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

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

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

Maryland State Law Appendix

Notwithstanding any provisions in the Franchise Agreement to the contrary, any claims arising out of the Maryland Franchise Registration and Disclosure Law may be brought within the State of Maryland.

Pursuant to COMAR 02.02.08.16L of the Maryland Franchise Registration and Disclosure Law, a general release required as a condition to renewal, sale, and/or assignment/transfer of a franchise shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

The limitations of claims provision contained in this Agreement does not act to reduce the three year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Any claim arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

No release, or waiver of liability by a franchisee as a requirement to purchase a franchise shall constitute a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. Any acknowledgments or representations of the franchisee which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law are not intended no shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

FOR RESIDENTS OF ALL STATES LISTED IN THIS ADDENDUM

Notwithstanding Section 31 of the Franchise Agreement to the contrary, this Addendum will not be merged with or into, or superseded by, the Franchise Agreement. In the event of any conflict between the Franchise Agreement and this Addendum, this Addendum will be controlling. Except as otherwise expressly set forth in this Agreement, no other amendments or modifications of the Franchise Agreement are intended or made by the parties.

Applicable State or Commonwealth:________________________________

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum as of the Effective Date of the Franchise Agreement.

GREAT WRAPS, INC.	FRANCHISEE
By: ____________________	____________________
Robert Solomon	Signature
Its: President	
	____________________
	Print Name

EXHIBIT D
TO GREAT WRAPS, INC DISCLOSURE DOCUMENT
STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

California:

Agent For Service Of Process And Administrator
Commissioner of Business Oversight
Department of Business Oversight
320 West 4th Street, Suite 750
Los Angeles, California 90013
(213) 736-2741

Hawaii:

Department of Commerce & Consumer Affairs
335 Merchant Street, Suite 203
Honolulu, Hawaii 96813
(808) 586-2722

Illinois:

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

Indiana:

Agent
Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

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

Maryland:

Agent for Service of Process

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-7044

Inquiries About Franchise Matters

Office of Attorney General
Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

Michigan:

Franchise Administrator
Consumer Protection Division
Antitrust and Franchise Unit
Michigan Dept. of Attorney General
670 Law Building
Lansing, Michigan 48913
(517) 373-7117

Minnesota:

Administrator

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

Agent for Service of Process

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

New York:

Administrator

Office of the New York State Attorney General
Investor Protection Bureau of Franchise Section
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8236 Phone
(212) 416-6042 Fax

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

North Dakota:
Office of Securities Commissioner
Fifth Floor
600 East Boulevard
Bismarck, North Dakota 58505
(701) 224-4712

Rhode Island:
Division of Securities
Suite 232
233 Richmond Street
Providence, Rhode Island 02903
(401) 277-3048

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

Virginia:
Agent For Service of Process
Clerk of the State Corporation Commission of Virginia

1300 E. Main Street, 1st Floor
Richmond, Virginia 23219
(804) 371-9733

Inquiries About Franchise Matters

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

Washington:

Dept. of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, Washington 98507-9033
(206) 753-6928

Wisconsin:

Securities & Franchise Registration
Wisconsin Securities Commission
P.O. Box 1768
Madison, Wisconsin 53701
(608) 266-8559

EXHIBIT E
TO GREAT WRAPS, INC. DISCLOSURE DOCUMENT
APPENDIX - STATE REGULATIONS

California State Law Appendix

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

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

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

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

The Franchise Agreement requires application of the laws of Georgia. This may not be enforceable under California Law.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

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

Illinois State Law Appendix

The conditions under which your franchise can be terminated and your rights upon non-renewal may be affected by Illinois Law, ILCS 705/19 and 705/20.

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

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

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

Maryland State Law Appendix

Notwithstanding any provisions in the Franchise Agreement to the contrary, any claims arising out of the Maryland Franchise Registration and Disclosure Law may be brought within the State of Maryland.

Pursuant to COMAR 02.02.08.16L of the Maryland Franchise Registration and Disclosure Law, a general release required as a condition to renewal, sale, and/or assignment/transfer of a franchise shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Any claim arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

No release, or waiver of liability by a franchisee as a requirement to purchase a franchise shall constitute a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

This Appendix amends the disclosures set out in Item 17 of the Disclosure Document, with respect to franchisees in Maryland.

New York State Law Appendix

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, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. The following is added at the end of Item 3: Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark: A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations. B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations. C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations. D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or

is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4: Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5: The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer": However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee": You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "Assignment of contract by franchisor": However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum", and Item 17(w), titled "Choice of law": The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

For residents of Washington

The state of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights of remedies under the act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

EXHIBIT F TO GREAT WRAPS, INC., DISCLOSURE DOCUMENT

FRANCHISE COMPLIANCE CHECKLIST

FRANCHISEE (Same as on the Agreement): ______________________________________

We have tried diligently to provide you the information you need within the strict confines of Franchise Law. Those laws limit the ability of Great Wraps (or anyone representing Great Wraps) from making earnings claims or representations, except as may be specifically set out in the Great Wraps Franchise Disclosure Document. In truth, we cannot know how well you will perform. We take this so seriously that we will NOT proceed with this Franchise Agreement if you feel we offered you any such improper representations, and there are other things we want to confirm with you before we finalize the Agreement, notwithstanding all other obligations specified in the Agreement. So, please read this carefully and respond honestly.

I understand that the term "Great Wraps" as written in this document refers not only to the Company, but the Company's staff, officers, owners, franchise sales representative(s), or Independent Consultants, Business Brokers and Real Estate Brokers.

Yes, that's right____ No, that's not right____

Except as may be set out in the Great Wraps Franchise Disclosure Document, Great Wraps **did not give me** or my Corporation (directly or indirectly, orally or in writing) **nor have I relied on** any representations, warranties, inducements, pro formas, forecasts, estimates, news articles or any other statements regarding performance, including but not limited to sales volume, profits, gross profits, food or labor costs, operating expenses, interest rates or loan terms. Further, Great Wraps has NOT offered me any assurances of success of any kind or assurances of Franchisor growth. I have developed my own projections strictly from industry information and my own due diligence. Do you agree that Great Wraps gave you NONE of the above representations?

Yes, I agree that Great Wraps gave me NONE of the above _____
No, they DID give me representations _____

I was disclosed properly. I received a complete Great Wraps Franchise Disclosure Document (FDD) at least 14 days prior to signing the Agreement, and I received another FDD at least 7 days prior to signing if unilateral changes were made.

Yes, that's right____ No, that's not right____

There are no oral agreements or inducements whatsoever outside of this Agreement, regardless of what was discussed, advertised or offered in writing prior to the signing of this Agreement. Franchisee acknowledges that no agreements are valid or binding now or ever unless specifically agreed to in writing by both parties.

Yes, that's right____ No, that's not right____

I had the full opportunity to retain legal counsel to review the terms and conditions of this Franchise Agreement and explain them to me, and advise me on its contents and other related matters. I understand that should I choose not to have legal counsel review this Agreement, I waive any claims in the future that I didn't understand the terms and commitments under this Agreement.

Yes, that's right____ No, that's not right____

I understand that should I have a specific complaint against Great Wraps, as mentioned in Paragraph 20.12, then I am obligated to issue this complaint to Great Wraps in writing to give them an opportunity to address it. I acknowledge that if I don't issue this complaint in writing within 90 days of the first event of this mater, then I hereby release Great Wraps from any claims in regard to this matter.

Yes, that's right____ No, that's not right____

I understand and agree that the refundability of my Franchise Fee is absolutely governed and limited by the provisions in Paragraph 8.1, and I do not expect any refund of my Fee outside of those strict provisions.

Yes, that's right____ No, that's not right____

I understand and confirm my obligation under Paragraph 11.22 that I will not change the menu, recipes or any specified ingredients based on my religious, social, environmental, spiritual or any other personal beliefs.

Yes, that's right____ No, that's not right____

I understand that Franchisor's acceptance of the real estate location or Franchisor's acceptance of the economics, terms and conditions of a real estate lease <u>DO NOT</u> represent any warranty or representation that the location or retail lease will be successful. Despite any advice offered by Franchisor and Franchisor's acceptance of the Site or Lease, Franchisee confirms and acknowledges that Franchisee accepts full responsibility for choosing the location and for agreeing to the lease terms & economics. As such, I hereby release Great Wraps from any future complaints, claims or problems resulting from either the store location or the terms & economics of the lease.

Yes, that's right____ No, that's not right____

I understand that market conditions, local cost/labor variances, local code & permitting requirements, union issues or involvement, variances in supplier costs, original condition of the space, contractor/architect mistakes and other factors beyond Franchisor's control may result in store-opening costs that are higher than the cost **<u>estimates</u>** provided by Franchisor. I also understand that my actual store cost is reduced by any Landlord provided build-outs & allowances, free rent or rebates. Therefore, despite any assistance provided by Franchisor in the designing, bidding or building of my store, I take full responsibility for design and construction of my store, and I hereby release Great Wraps from any future complaints, claims or problems that relate to the design, permitting, and construction of the store, including but not limited to any delays, omissions in the plans or construction, problems caused by the Landlord, cost over-runs or quality issues.

Yes, that's right____ No, that's not right____

I understand that in entering into the Franchise Agreement, Franchisor is relying upon my acknowledgments, representations and commitments as stated in this Compliance Checklist, the Franchise Agreement, and specifically Section #30 of the Franchise Agreement acknowledging and accepting responsibility for the inherent risks of this business. I further understand that Franchisor would not proceed with this Franchise Agreement without my acknowledgment and acceptance of responsibility for these business risks, my assurance that I was disclosed properly and that I was NOT given performance representations or promises of success of any kind.

Yes, that's right____ No, that's not right____

I have read the above statements, with the option of consulting with legal counsel, and I fully understand them. I warrant and promise with my indications above and my signature below that I have been honest and truthful in my responses. I have not been prompted, pressured or enticed by Great Wraps to execute this Checklist or the Franchise Agreement in any particular way, whatsoever.

Yes, that's right____ No, that's not right____

If you responded "No" to any of the above, please explain in detail below.

Any acknowledgments or representations of the franchisee which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law 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.

I confirm with my signature that the above is the absolute truth.

WITNESS:

____

FRANCHISEE:
(same as on the Franchise Agreement)

SIGNED: ______________________________
PRINT NAME:______________________________
DATE: ______________________

WITNESS:

____

FRANCHISEE:

SIGNED: ______________________________
PRINT NAME:______________________________
DATE: ______________________

WITNESS:

____

FRANCHISEE:

SIGNED: ______________________________
PRINT NAME:______________________________
DATE: ______________________

EXHIBIT G TO GREAT WRAPS DISCLOSURE DOCUMENT

GENERAL RELEASE

TERMINATION AND GENERAL RELEASE

THIS GENERAL RELEASE OF LIABILITY is dated and effective ____________________, ______ ("Effective Date") by and among Great Wraps, Inc., a Georgia corporation, ("Franchisor") and ______________________________, an individual residing at ____, or a ___________corporation ("Franchisee").

WHEREAS, Franchisor and Franchisee entered into that certain Franchise Agreement, dated ____________________, ________, ("Franchise Agreement") for ownership and operation of a Great Wraps franchised business.

WHEREAS, Franchisor and Franchisee now desire to terminate such Franchise Agreement, in connection with the termination, assignment or renewal of the franchise.

NOW THEREFORE, to acknowledge that any claims and issues which Franchisee may have had prior to the date hereof have been fully resolved and as consideration for the termination/assignment or renewal of the Franchise Agreement, and other good and valuable consideration, it is agreed as follows:

1.

The parties agree that, upon the execution of this Agreement, the Franchise Agreement described above shall be terminated. Nothing contained herein shall serve to terminate or release in any way the post term obligations, including without limitation, the non competition and non disclosure provisions, contained in the Franchise Agreement, nor is Franchisee released from any liability with respect to royalties, notes, product, and any other sums presently due and payable by the Franchisee to the Franchisor. Franchisee shall remove all signage, menu boards, trade dress, photos, and return all manuals to Franchisor.

2.

Franchisee, for himself/herself/themselves and each of his/her/their successors, representatives, assigns, affiliates, principals, officers, directors, shareholders, subsidiaries, parents, agents, servants, employees, executors, joint ventures, partners, employers, administrators, accountants and attorneys, and each of them, do hereby absolutely, fully, jointly, and severally, and forever release, acquit, relieve, waive, relinquish, and discharge Franchisor, and its respective successors, representatives, assigns, affiliates, principals, officers, directors, shareholders, subsidiaries, parents, agents, servants, employees, executors, joint ventures, partners, employers, administrators, accountants and attorneys from any and all claims, actual or alleged, and any and all claims, actual or potential, whether known or unknown, whether fixed or contingent, whether actual or alleged, and any and all causes of action arising from the beginning of time to the present, including all such claims arising out of or relating to the Franchise Agreement.

Franchisee, severally and jointly, acknowledges that he/she/they may later discover facts, in addition to or different from those which he/she/they know or believe to be true, with respect to the subject matter of the Franchise Agreement, but that each intends to and does hereby fully and finally settle and release all claims as provided herein.

This Agreement contains the entire agreement of the parties hereto with respect to the matters described herein and may not be modified or amended except by a written instrument executed by each of the parties hereto. The parties agree that the consideration cited herein is the only consideration to be given by each of the parties hereto for the releases granted herein. Each party acknowledges that it has had an opportunity to consult with its legal counsel and that it fully understands the terms of this Agreement. THIS RELEASE SHALL NOT APPLY TO ANY LIABILITY UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW.

3.

Franchisee warrants that Franchisee has not made any claims or complaints concerning Franchisor to any Governmental Department or Agency, and Franchisee further agrees not to make any such claims or complaints in the future.

IN WITNESS WHEREOF, the parties hereto have caused this Release of Liability Agreement to be executed as of the day first written above.

WITNESS: **GREAT WRAPS, INC.**

____________________ ____________________________

WITNESS: **FRANCHISEE:**

____________________ **SIGNED:** ____________________
PRINT NAME: ____________________

DATE: ____________________

WITNESS: **FRANCHISEE:**

____________________ **SIGNED:** ____________________
PRINT NAME: ____________________

DATE: ____________________

WITNESS: **FRANCHISEE:**

____________________ **SIGNED:** ____________________
PRINT NAME: ____________________

DATE: ____________________

EXHIBIT H TO GREAT WRAPS DISCLOSURE DOCUMENT

TABLE OF CONTENTS OF OPERATIONS MANUAL

EXHIBIT I TO GREAT WRAPS DISCLOSURE DOCUMENT

AREA DEVELOPMENT AGREEMENT

AREA DEVELOPMENT AGREEMENT

This Agreement is made and entered into this ____ day of ___________________, 201_, by and between GREAT WRAPS, Inc., a Georgia corporation (hereinafter referred to as "Company") and ____, (hereinafter referred to as "Developer").

WHEREAS, Company has expended time, effort and money to design and develop restaurants under the name of "Great Wraps", "Great Wraps Grill", and "Gyro Wrap" (hereinafter collectively referred to as "Great Wraps"), and

WHEREAS, Company is the sole and exclusive owner of the GREAT WRAPS system, which it licenses to Developers (the "Licensed Rights").

WHEREAS, Developer desires to develop GREAT WRAPS restaurants throughout the Exclusive Area designated in Section One hereunder, to select specific sites and upon acceptance of such site locations by Company, to enter into Franchise Agreements (the "Franchise Agreement") pursuant to which Developer will construct GREAT WRAPS Restaurants, be granted a license to use the GREAT WRAPS name and the Licensed Rights, and to operate a GREAT WRAPS Restaurant in accordance with the standards of the Company.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein and the payments and transfers hereinafter provided for and to evidence the agreement of the parties, it is hereby agreed as follows:

SECTION ONE

EXCLUSIVE AREA AND DEVELOPMENT SCHEDULE

1.1 Subject to and in accordance with the terms and conditions of this Agreement, the Company hereby grants to Developer the exclusive right to develop and operate GREAT WRAPS Restaurants (the "GREAT WRAPS Restaurants") within the territorial boundaries of ____ ____ (the "Exclusive Area").

1.2 Subject to the terms and conditions set forth herein, this grant of development rights for the Exclusive Area provides Developer with the right to select proposed sites (subject to Company's written approval, which will not be unreasonably withheld), and to construct and operate GREAT WRAPS Restaurants upon such sites. The Company will grant to Developer franchises for the ownership and operation of GREAT WRAPS Restaurants located within the Exclusive Area and, during the term hereof, will not operate (directly or through an affiliate), nor grant a franchise to other than Developer for the operation of, any GREAT WRAPS Restaurants to be located within the Exclusive Area.

1.3 Developer agrees that development of GREAT WRAPS Restaurants within the Exclusive Area shall be in accordance with the following development schedule:

No. of GREAT WRAPS Restaurant	To Be Open on or Before
1st location	____________________
2nd location	____________________
3rd location	____________________
4th location	____________________

After the opening of the ____ Location, Developer shall have fulfilled its development obligations under this Agreement if at all times it has not less than _____ operating GREAT WRAPS Restaurants in the Exclusive Area. Developer shall have the right to open GREAT WRAPS Restaurants in the Exclusive Area in excess of the minimum of ___ described above, provided that Developer complies with the Company's site approval provisions and signs a Franchise Agreement for each. After the expiration or termination hereof, the Company may operate, directly or through an affiliate, or franchise others to operate, GREAT WRAPS Restaurants within the Exclusive Area, provided that such GREAT WRAPS Restaurants do not violate any exclusive zones granted in Franchise Agreements signed by Developer.

1.4 In the event Developer fails to timely meet the above development schedule, Developer shall forfeit the exclusive rights to develop additional GREAT WRAPS Restaurants in the Exclusive Area pursuant to this Agreement. The provisions of this Section 1.4 shall not affect the terms of, or the rights of the parties under, any GREAT WRAPS Franchise Agreement for any locations under construction or any locations which are open and operational.

SECTION TWO

DEVELOPMENT OBLIGATIONS

2.1 In order to carry out its obligations to the Company hereunder, which Developer acknowledges are of material importance to Company, Developer agrees to the following development procedures:

A. Developer shall submit to Company a written request for approval of a proposed site, and shall provide to Company such information as Company may reasonably request with respect to such proposed site.

B. Company shall render its final decision as to whether or not to approve the proposed site, in writing, within 20 days after Company's receipt from Developer of all information reasonably requested by Company for purposes of making such determination, which notice shall include the Franchise Agreement for said site executed by Company, if the site is approved. In approving or disapproving the proposed site, the Company may reasonably consider such matters as it deems material, including, without limitation, the demographic characteristics of the proposed site, traffic patterns, parking, the predominant character of the neighborhood, the proximity of other businesses, including competition and other GREAT WRAPS locations, and other commercial characteristics. Approval of a proposed site shall not be unreasonably withheld by Company. If Developer shall have failed to obtain lawful possession of an approved site (through acquisitions or leasing) within 60 days of Developer's receipt of the Company's approval of such proposed site, the Company may, at its sole discretion, withdraw approval of such proposed site.

C. Acceptance of a proposed site shall be specifically contingent upon Developer executing a GREAT WRAPS Franchise Agreement for said site, in the form then being used by the Company, subject to the modifications set forth herein.

D. Developer shall then perform its construction obligations in accordance with the requirements of the Franchise Agreement for such site location.

2.2 Unless sooner terminated, this Agreement and all development rights granted hereunder shall expire six months after the date that the last franchised unit is scheduled to open pursuant to the development schedule set out above in Section 1.3. Should Developer desire to extend this Agreement, Developer shall notify the Company in writing of its desire to do so, no less than 120 days before the scheduled expiration date hereof. In such event, and provided that Developer has complied with each and every obligation under this Agreement, and is not in default under any of its Franchise Agreement, the Company will negotiate with Developer for the terms of such an extension, requiring a new development schedule and new fees to be paid, for the additional franchised locations to be opened.

SECTION THREE

FEES

Developer agrees to pay Company a development fee of ______________________________ ($_______________) dollars, due upon execution hereof. This amount represents the entire Initial Franchise Fee due for the franchised restaurants to be developed under the development schedule set out in Section 1.3 above. No further initial franchise fee is due upon execution of the Franchise Agreements for these units.

This payment is non-refundable, and Developer shall not be entitled to any refund if this Agreement is terminated before Developer opens one or more of the franchised units described in the development schedule.

SECTION FOUR

LIMITATIONS

A. This Agreement grants Developer the limited right to select sites for proposed GREAT WRAPS Restaurants within the Exclusive Area, and does not include the grant of a license to the GREAT WRAPS trademarks, service marks, system or Licensed Rights, which will be granted to Developer only through the individual Franchise Agreements.

B. Nothing contained in this Agreement shall be construed to vest in Developer any right, title or interest in or to the Licensed Rights, the goodwill now or hereafter associated therewith, or any right in the design of any GREAT WRAPS Restaurants other than the rights and licenses expressly granted herein and the right to use the Licensed Rights as derived from the Franchise Agreement. Any and all goodwill associated with the Licensed Rights shall inure directly and exclusively to the benefit of, and is the property of, the Company.

C. Developer shall not incorporate any of Company's trade names, including but not limited to "GREAT WRAPS", or words similar thereto in any trade name or firm name of Developer or in any corporate name.

D. Developer shall not represent nor hold itself out as an agent, legal representative, partner, subsidiary, joint venture or employee of the Company. Developer shall have no right or power to, and shall not bind or obligate the Company in any way, manner or thing whatsoever, nor represent that it has any right to do so.

E. The covenants set forth in this Section shall survive the termination or expiration of this Agreement.

SECTION FIVE

SERVICES BY COMPANY

5.1 The Company agrees during the term of this Agreement to use its best efforts to maintain the high reputation of GREAT WRAPS and in connection therewith, to make available to Developer the following:

A. The benefit of Company's real estate and lease evaluation experience and aid in site selection;

B. Company's regular and continuing supervisory services, rendered by personal visit or telephone, or by newsletter or bulletin as Company may deem necessary or appropriate;

C. Such other resources and assistance as may hereafter be developed and offered by Company to Developer.

SECTION SIX

ASSIGNMENT

6.1 This Agreement may be assigned by Developer and shall inure to the benefit of any assignee or other legal successor to the interest of Developer, only with the prior written consent of Company, which shall not be unreasonably withheld. The Company may withhold such consent if the proposed purchaser does not meet the Company's standards for new franchisees, as more particularly described in the Company's Franchise Agreement. Developer may not assign its rights under this Agreement while Developer is in breach of this Agreement, nor may Developer assign before Developer has opened its first GREAT WRAPS Restaurant, nor may Developer transfer its rights under this Agreement without also transferring its rights under any and all Franchise Agreements that Developer may then have with the Company. In such event, any transfer by Developer and approved by the Company shall require a transfer fee equal to 25% of the Development Fee described above. Developer may assign this Agreement to a corporation in which Developer owns a controlling interest, without payment of the transfer fee, provided that any transfer of ownership interests in such a corporation that would result in Developer owning less than 50% of the voting interests in such an entity will require the consent of the Company, as described above, and the payment of the transfer fee.

6.2 This Agreement may be assigned by the Company and shall inure to the benefit of any assignee or other legal successor to the interest of the Company herein.

SECTION SEVEN

DEFAULT AND TERMINATION

7.1 **By the Company.** The Company may terminate this Agreement, effective upon delivery of a notice of termination to Developer, if:

A. Developer fails to meet its development requirements set forth in Section One hereof; or

B. Developer fails to comply with any other provisions of this Agreement and does not correct such failure within twenty-one (21) days after written notice of such failure to comply (which shall describe the action that Developer must take to correct such failure) is delivered to Developer.

C. Any Franchise Agreement entered into by Developer pursuant to this Agreement is terminated by the Company, due to a breach of that Agreement by Developer.

7.2 Upon termination, cancellation or expiration of this Agreement, or upon expiration of the term thereof, Developer agrees as follows:

A. To cease any activities in connection with the development of GREAT WRAPS Restaurants, except pursuant to existing Franchise Agreements; and

B. All rights, claims and indebtedness which may accrue to Company prior to termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement and be enforceable.

7.3 By Developer. If Developer is in substantial compliance with this Agreement and

Company materially breaches this Agreement and fails to cure such breach within twenty-one (21) days after written notice thereof is delivered to the Company, Developer may terminate this Agreement. Such termination shall be effective ten (10) days after delivery of the Company of notice that such breach has not been cured and Developer elects to terminate this Agreement. In the event this Agreement is terminated pursuant to this Section 7.3, however, Developer shall receive no refund of any amount paid to the Company prior to the date of any such termination.

SECTION EIGHT

ACKNOWLEDGEMENTS

8.1 Developer hereby acknowledges the following:

A. It has conducted an independent investigation of the business contemplated by this Agreement and recognizes that it involves business risks making the success of the venture largely dependent upon the business abilities of Developer, and Company expressly disclaims the making of, and Developer acknowledges that it has not received or relied upon, any warranty or guaranty, expressed or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement.

B. It has no knowledge of any representations by the Company or its offices, directors, shareholders, employees, agents or servants, about the business contemplated by this Agreement that are contrary to the terms of this Agreement or the documents incorporated herein.

C. Developer hereby acknowledges that it has received, read and understood this Agreement and the attachments hereto, and that Developer has had the opportunity to meet with the Company to ask questions of and receive answers about the Company and to obtain additional information for verification purposes.

D. That Developer has carefully read and understands the terms of this Agreement, and has, to the extent Developer felt necessary, discussed its requirements and other applicable limitations with its counsel.

E. Developer, together with its advisers, has sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the GREAT WRAPS Restaurant and making an informed investment decision with respect thereto.

F. Developer is aware of the fact that other present or future Developers of Company may operate under different forms of agreement, and consequently that Company's obligations and rights with respect to its various Developers may differ materially in certain circumstances.

SECTION NINE

MISCELLANEOUS - GENERAL PROVISIONS

9.1 The validity and effect of this Agreement are to be governed by and construed and enforced in accordance with the laws of the State of Georgia.

The parties agree that any action brought by either party against the other party in connection with any rights or obligations arising out of this Agreement, or relating in any way to the relationship of the parties hereto, shall only be instituted and maintained in United States District Court for the Northern District of Georgia, Atlanta Division, or in the Superior Court of Dekalb County, Georgia; either party to this Agreement named as a defendant in an action brought in connection with this Agreement in any other court outside of the above-designated county or district shall have the right to have the venue of said action changed to the above-designated county or district, or, if necessary, have the case dismissed, requiring the other party to refile said action in an appropriate court in the above-designated county or federal district. If either party is not a resident of, or does not maintain a presence in Georgia, then such party hereby agrees to submit personally to the jurisdiction of a court of competent subject matter jurisdiction located in Georgia, in the above-designated county or federal district. The parties acknowledge that this Agreement is executed in, and that a material portion of Franchisee's and Franchisor's obligations under this Agreement are to be performed in, the above-designated state and county and federal district. Nothing in this paragraph, however, shall prevent Franchisor from being able to obtain injunctive or other equitable relief from any court of competent jurisdiction.

9.2 If any provisions of this Agreement or the application of any provision to any person or to any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect, and it is the intention of Company and Developer that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision unenforceable, then the provision shall have the meaning which renders it enforceable.

9.3 The failure of either party hereunder to insist upon strict compliance by either party with its obligations hereunder shall not, and no custom or practice of the parties at variance with the terms hereof shall, constitute a waiver of either party's right to demand exact compliance with the terms hereof.

9.4 Time is of the essence of this Agreement.

9.5 All notices hereunder shall be in writing and shall be duly given if hand delivered, sent by certified mail, postage prepaid, or by overnight delivery by a reputable national courier service such as Federal Express or Airborne, addressed:

A. If to the Company to: Great Wraps, Inc.
17 Executive Park Drive, Suite 150
Atlanta, Georgia 30329
Attn: Mr. Robert Solomon

with a copy to: E. Thomas Branch Jr.
2970 Clairmont Road, Suite 575
Atlanta, GA 30329

B. If to Developer at: ______________________________

____

or at such other address as Company and Developer shall specify by notice to the other party hereunder. Notice given as aforesaid shall be deemed received on the date of actual receipt.

9.6 This Agreement constitutes the entire Agreement between Company and Developer and supersedes all prior negotiations, commitments, representations and the undertakings of the parties with respect to the subject matter hereof. No change, termination or attempted waiver of any provisions of this Agreement shall be binding upon the parties hereto unless in writing and signed by Company and Developer. Nothing in this or any related agreement, however, is intended to disclaim the representations made in the franchise disclosure document furnished to you.

9.7 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The paragraph headings in this Agreement are for convenience of reference only, and shall not be deemed to alter or affect any provision thereof. Each pronoun used herein shall be deemed to include the other number and gender.

9.8 Both parties agree that during the term of this Agreement and any Franchise Agreement between the parties, neither party will recruit, solicit or hire any employee of the other (including future employees thereof) who is at that time employed, or has within the preceding six (6) months been employed, by the other, without first receiving the written consent of the other party.

9.9 It is mutually agreed and understood that in the event it shall become necessary for either party to enforce any provision of this Agreement, or any agreement arising hereunder, by legal action or to employ an attorney for collection of any monies due arising in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, arbitration, judicial and appellate court costs and other costs of such proceeding as determined by the Court or arbitrator, and the cost to negotiate a settlement of claims.

IN WITNESS WHEREOF, the parties have executed this Agreement and have hereunto set their hands and seal.

GREAT WRAPS INC

_____________________________ By:_________________________

Attest

____

Print Name and Title

DEVELOPER:

_____________________________ _____________________________

Witness By:

____

Print Name and Title

INDIVIDUAL GUARANTY

(USE FOR CORPORATE, PARTNERSHIP OR OTHER ENTITY DEVELOPER)

This Guaranty is to the Area Development Agreement between GREAT WRAPS INC. ("Franchisor") and ______________________________________ ("Developer") dated the ________ day of _____________________, 201_.

1. The undersigned agree, individually and on behalf his or her spouse, to personally and unconditionally guarantee the performance of Developer under the Area Development Agreement and to perform all obligations under that Agreement on default by Developer. The undersigned further agree to pay any judgment or award against Developer obtained by Franchisor. Guarantor(s) are also bound by covenants of the Agreement that by their nature or terms survive the expiration or termination of the Agreement, including but not limited to non-competition, indemnity and non-disclosure provisions.

2. Guarantor(s) have consulted legal counsel of their own choosing as to their responsibilities and liabilities under this Guaranty.

3. Guarantor(s) agree that:

   (a) Liability under this Guaranty is joint and several;

   (b) Each will render any payment or performance required under this Guaranty on demand, if Developer fails or refuses punctually to do so;

   (c) Each will individually comply with the provisions and all subsections of the Agreements and associated documents;

   (d) Liability is not contingent or conditioned on Franchisor's pursuit of any remedies against Developer or any other persons; and

   (e) Liability is not affected by any extension of time, acceptance or part performance, release of claims, or other compromise that Franchisor may grant.

   (f) Each waives acceptance by Franchisor; waives notice of demand, and waives protest and notice of default, except as may be required by the Franchise Agreement.

Dated on the ____________________date of _________________201__.

(Set forth the name, address and percentage ownership of each owner of Developer, their spouse and their percentage ownership, if applicable):

NAME	ADDRESS	PERCENTAGE
____________________	____________________	_____________
Signed	____________________	
____________________	____________________	
Printed		
____________________	____________________	_____________
Signed	____________________	
____________________	____________________	
Printed		

ITEM 23
RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Great Wraps Inc., offers you a franchise, it must provide this disclosure document to you at least 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, Maryland and Rhode Island require that we provide to you 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.

Michigan, Oregon and Washington require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Great Wraps 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, D.C. 20580 and the state agency listed on exhibit D.

The Franchisor is Great Wraps, Inc., located at 17 Executive Park Drive, Suite 150, Atlanta, Georgia 30329. Its telephone number is (404) 248-9900.

Issuance Date: March 15, 2019

Mark Kaplan and Kristen Greve serve as our franchise sellers, and can be reached at (404) 248-9900, at 17 Executive Park Drive, Suite 150, Atlanta, Georgia 30329. ________________ acted as our Franchise Broker on this transaction. His/her address and phone number is as follows: ___________________________________

Great Wraps authorizes the respective state agencies shown on Exhibit D to receive service of process for it in the particular state.
I have received a disclosure document dated March 15, 2019, that included the following exhibits:

A. List of Franchisees
B. Financial Statements
C. Franchise Agreement
D. State Agencies
E. State Law addenda
F. Franchise Compliance Checklist
G. General Release
H. Table of Contents of Operations Manual
I. Area Development Agreement

Date:___________________________________
Do not leave blank

____
Signature of Prospective Franchisee

____
Print Name

Please sign and date this copy and retain a copy for your files

RECEIPT

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G. General Release
H. Table of Contents of Operations Manual
I. Area Development Agreement

Date:____________________________________
Do not leave blank

____
Signature of Prospective Franchisee

____
Print Name

You may return the signed receipt either by signing, dating and mailing it to Great Wraps, Inc., at 17 Executive Park Drive, Suite 150, Atlanta, Georgia 30329, or by faxing a copy of the signed and dated receipt to Great Wraps at (404) 248-0180.