FRANCHISE DISCLOSURE DOCUMENT

IMO'S FRANCHISING, INC.
A Missouri corporation
800 N. 17TH Street
St. Louis, Missouri 63106
(314) 822-0443
franchising@imospizza.com
www.imospizza.com

You will operate an Imo's Pizza® Restaurant selling pizza and other authorized products through delivery, carry-out and dine-in services.

The total investment necessary to begin operation of a single Imo's Pizza restaurant ranges from $543,804 to $959,336. This includes $43,000 to $58,500 that must be paid to us and our affiliate(s). There are no incremental initial investment costs if you become a multi-unit developer, but you will pay us a multi-unit development fee of $40,000 for the first of the Imo's Pizza restaurants you are required to develop and $30,000 for each additional one, if you sign a Multi-Unit Development Agreement.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats contact the Franchise Services Department at Imo's Franchising, Inc. at 800 N. 17th Street, St. Louis, Missouri 63106, Phone: (314) 822-0443.

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 contracts carefully. Show your contract and this document to an advisor, like a lawyer or an accountant.

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

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

ISSUANCE DATE: April 27, 2026

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

5. **Competition from franchisor**. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

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

7. **When your franchise ends**. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Missouri. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Missouri than in your own state.

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

THE FOLLOWING APPLY TO TRANSACTIONS GOVERNED BY MICHIGAN FRANCHISE INVESTMENT LAW ONLY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENFORCEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

Consumer Protection Division Antitrust and Franchise Unit
Michigan Department of Attorney General 670 G. Mennen Williams Building
525 West Ottawa
Lansing, Michigan 48933
(517) 373-7177

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APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES REGARDING THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT OR STATE SPECIFIC AMENDMENTS TO THE FRANCHISE AGREEMENT AND MULTI-UNIT

DEVELOPMENT AGREEMENT. THESE ADDITIONAL DISCLOSURES OR STATE SPECIFIC AMENDMENTS, IF ANY, APPEAR IN THE STATE ADDENDA AT EXHIBIT F.

ITEM 1
The Franchisor, And Any Parent, Predecessors, And Affiliates

The Franchisor

The franchisor is Imo's Franchising, Inc. To simplify the language in this disclosure document "we", "us", "IFI" or "Imo's Franchising" means Imo's Franchising, Inc., the franchisor. "You" means the person or legal entity who is buying the franchise. If you are an approved corporation, partnership, limited liability company or other entity, your owners and their spouses must guarantee and be bound by the Franchise Agreement or other agreement with us as more fully described in this disclosure document. In addition, certain provisions in the Franchise Agreement or other agreement with us apply to your affiliates. You should take this into account when purchasing a franchise.

We are a Missouri corporation organized on September 4, 1985. Our principal business address is 800 North 17th Street, St. Louis, Missouri 63106. We do not do business under any name other than Imo's Franchising, Inc., and we do not, at the time of this disclosure, own or operate any Imo's Pizza Restaurants.

We engage in only one line of business: the offering of Imo's Pizza® restaurants through the Franchise Agreement (described below). This disclosure document contains information for the offer of restaurant franchises and the terms of the Franchise Agreement. We began offering franchises for pizza restaurants in 1985; however, we ceased actively offering franchises for pizza restaurants (except where the sale would be exempt from franchise law compliance) in approximately 2003 and re-commenced actively offering franchises in 2023. We do not currently offer franchises in any other line of business.

Our agent for service of process in Missouri is Kimberly S. Myers at 800 North 17th Street, St. Louis, MO 63106. Our other agents for service of process are disclosed in Exhibit A, as applicable. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

Our Parent, Predecessors and Certain Affiliates

We are a direct wholly-owned subsidiary of Imo's Holding Company, a Missouri corporation ("IHC"). Its principal business address is 800 North 17th Street, St. Louis, Missouri 63106.

We and our affiliates are the successors to the business founded by Mr. Edward L. and Mrs. Margaret T. Imo (the "Founders") in 1964 as Imo's Pizza®. Edward L. Imo, individually, offered Imo's Pizza franchises in 1984 and 1985 and, prior to that time, operated several pizza restaurants which he sold to others. The purchasers of those restaurants use the Imo's Pizza names, marks and recipes subject to franchise agreements with us. The Founders currently operate one (1) Imo's Pizza restaurant in St. Louis, Missouri. The Founders' descendants currently operate a total of seventeen (17) Restaurants in Missouri and Illinois.

Roma Grocery Co. d/b/a Imo's Foods, Inc. ("Imo's Foods") is an affiliated company with its principal place of business at 800 North 17th Street, St. Louis, MO 63106. It is a Missouri corporation that was incorporated on September 16, 1969. It is a food manufacturing and distribution company that produces and purchases products for resale to both Imo's Pizza restaurants and unrelated restaurants. Franchisees are required to purchase all food ingredients (except produce) and logoed paper products for use in the Imo's Pizza restaurants from Imo's Foods. Imo's Foods also manufactures and distributes frozen pizzas, salad dressings, pizza sauce, chicken wing sauce, pizza crusts and cheese under the Imo's Pizza® tradename to grocery stores and discount club stores, and ships all such products to online customers nationwide.

You will do business under the fictitious or assumed name of "Imo's Pizza" or any other name that we decide to use in the future.

Franchise Offering

We are in the business of franchising Imo's Pizza® restaurants. Imo's Pizza Restaurants (collectively referred to as "Restaurant" or "Restaurants" unless otherwise stated) operate under a unique system which includes special recipes and menu items; distinctive design and furnishings; standards and operating procedures; quality control procedures; training and advertising programs (the "System" or "Imo's Pizza System"). They are also identified with certain trade names, service marks, trademarks, logos and emblems, including, the marks "Imo's" and "Imo's Pizza" and other names and marks which we designate (the "Marks").

Imo's Pizza restaurants specialize in pizza, salads, sandwiches, pasta and other authorized products and services using the System and Marks as described in the Franchise Agreement, which is attached as Exhibit D. The restaurants will provide carry-out, delivery services and either limited or full-service dine-in seating under the service mark "Imo's" or Imo's Pizza," using certain recipes, formulas, food preparation procedures and methods of the System developed by the Founders, and certain affiliated corporations. At the present time, the restaurants specialize in a thin style crust pizza using PROVEL® cheese commonly referred to as St. Louis style pizza; however, we reserve the right to modify the pizza recipes. Imo's Pizza restaurants are in retail outlets located primarily in shopping centers, strip centers, out-parcels and similar retail locations with appropriate parking for delivery vehicles and customers of the restaurant. Your franchised Imo's Pizza restaurant is sometimes referred to in this disclosure document as the "Restaurant."

In order to acquire an Imo's Pizza franchise, you must sign our Franchise Agreement attached as Exhibit D ("Franchise Agreement"). We may grant certain qualified individuals multi-unit development rights to develop and operate multiple Imo's Pizza franchises. If you are granted the right to open multiple Imo's Pizza franchises you will have to sign a Multi-Unit Development Agreement attached as Exhibit E ("Multi-Unit Development Agreement")

Prior Business Experience

Our predecessors or affiliates have operated Imo's Pizza Restaurants since 1964. We commenced offering franchises for Imo's Pizza Restaurants in 1985; however, we ceased actively offering franchises for sale in approximately 2003. As of January 1, 2026, there were 96 Imo's

Pizza Restaurants (all franchisee owned). There are no company-owned Restaurants; however, fourteen (14) Restaurants are owned by the Founders and their adult children and grandchildren.

Neither we nor any of our affiliates or predecessors have granted franchises in any other lines of business. Unless otherwise noted, the principal business address of our affiliates and predecessors described above is 800 North 17th Street, St. Louis, Missouri 63106.

Competition

Imo's Pizza Restaurants compete with national and regional chains and local businesses which sell similar products and offer carry-out or delivery services. The products Imo's Pizza Restaurants sell can also be prepared at home. However, we believe that customers purchase from Imo's Pizza Restaurants because of the timeliness of delivery and/or carry-out services, the difficulty of duplicating the taste and texture of our products, convenience and the service we offer.

The products and services offered by Imo's Pizza restaurants are used primarily by the general public for personal consumption, are not limited to any specific submarket, and are not seasonal.

Government Regulation

There are no regulations specific to operating a pizza restaurant. However, you must comply with all local, state and federal health and sanitation laws in operating your Restaurant and other laws applicable to businesses generally, such as requirements for food handlers to have certain inoculations and to be Food-Safe certified, federal and state wage and hour and related laws, including laws that regulate mileage reimbursement paid to delivery drivers, and applicable provisions of the Americans with Disabilities Act regarding the construction, design and operation of the Restaurant. Building codes and requirements vary in different jurisdictions, and it is important for you and your architect to be aware of and comply with all local laws.

There may be local laws regulating delivery service, including laws which may prohibit businesses offering delivery service or from refusing to provide delivery service to certain customers or areas. These standards and procedures relate, in part, to the circumstances under which Restaurants may limit delivery in certain areas for safety of Restaurant employees. All of these standards and procedures are applicable to all new and existing Imo's Pizza franchisees. There may be other laws that apply to your business. You should investigate these laws and their impact on your business.

Item 2
Business Experience

Director and Founder – Margaret T. Imo

Mrs. Imo is the co-founder of the Imo's Pizza restaurant concept when she and Edward L. Imo opened their first restaurant as sole proprietors in 1964. Mrs. Imo has served as a Director of IFI since its inception in 1985 and continues in such role today. Mrs. Imo has been a Director of Imo's Holding Company since its inception in August 2018. All positions have been held in St. Louis, MO.

Director and Secretary – Carol Imo

Ms. Imo has served as Director and Secretary of IFI since January 2017. Ms. Imo has served as Director and Secretary of Imo's Holding Company since its inception in August 2018 and as a Director since April 2021. Ms. Imo has served as Director and Secretary of Imo's Foods, Inc. since 2021. All positions have been held in St. Louis, MO.

President – Charles "Dutch" Guidici, Jr.

Mr. Guidici has been President of IFI, Imo's Holding Company and Imo's Foods, Inc. since October 2024. Mr. Guidici was previously Vice President of Franchise Operations of IFI from April 2023 through October 2024; and Chief Operating Officer of Imo's Foods, Inc. from January 2017 through April 2023. All positions have been held in St. Louis, MO. In addition, Mr. Guidici currently owns or manages four (4) Imo's Pizza franchises and has been a franchisee of over seven Imo's Pizza franchises in both Missouri and Illinois since 1996.

Chief Administrative Officer and Treasurer – Matt Pudlowski

Mr. Pudlowski has been Chief Administrative Officer and Treasurer of IFI, Imo's Holding Company and Imo's Foods, Inc. since August 2022. Mr. Pudlowski formerly worked for Golding, Inc., where he served as Vice President of Finance and Chief Financial Officer from May 2019 through August 2022. All positions have been held in St. Louis, MO.

General Counsel – Kim Myers

Ms. Myers has been General Counsel of IFI and Imo's Foods, Inc. since December 2017 and General Counsel of Imo's Holding Company since its inception in August 2018. All positions have been held in St. Louis, MO.

Director of Franchise Operations – Tim Hendrix

Mr. Hendrix has been Director of Franchise Operations since January 2025. Previously, Mr. Hendrix served as Franchise Development / Brand Integrity Manager of IFI from August 2012 through January 2025. All positions have been held in St. Louis, Missouri.

Director of Marketing – Adam Vacek

Mr. Vacek has been Director of Marketing of IFI since August 2025 in St. Louis, MO. Previously, Mr. Vacek was Account Director at Gish, Sherwood & Friends, Inc. d/b/a GS&F Agency in Nashville, Tennessee from August, 2021 through September 2025; and Brand Manager for CKE Restaurants in Franklin, Tennessee from February, 2017 through August 2021.

Item 3
Litigation

No actions are required to be disclosed in this Item.

Item 4
Bankruptcy

No bankruptcy is required to be disclosed in this Item.

Item 5
Initial Fees

Single Unit: You must pay IFI an Initial Franchise Fee of $40,000; however, if you are an existing franchisee that qualifies to purchase a new franchise, your Initial Franchise Fee will be $30,000. The Initial Franchise Fee is uniform, payable when you sign your Franchise Agreement and is non-refundable under any circumstances, even if you fail to open your Imo's Pizza restaurant. The Initial Franchise Fee is payment for all of our pre-opening assistance that we provide to allow you to open your Imo's Pizza Restaurant and also offsets some of our franchise recruitment expenses.

If you fail to open your Imo's Pizza Restaurant within 12 months of signing the Franchise Agreement, you will be required to pay us an "Opening Extension Fee" of $250 per week until the Imo's Pizza Restaurant is open for business or we will terminate the Franchise Agreement.

Opening inventory and supplies will need to be purchased from Imo's Foods, Inc., an affiliate, before you can open your Imo's Pizza Restaurant. This fee will range between $$13,000 and $18,500. Imo's Foods, Inc.'s standard fourteen (14) day payment terms will apply if credit application is submitted and approved. The payments for opening inventory and supplies are not refundable.

Multi-Unit Development Agreement: When you sign the Multi-Unit Development Agreement to develop multiple Franchised Businesses in the Protected Area, you must pay us a development fee. You must commit to develop at least three Franchised Businesses under the Multi-Unit Development Agreement. The development fee is calculated based on the total number of Franchised Businesses that you commit to develop under the Multi-Unit Development Agreement ("Development Fee"). The initial franchise fee for the first unit under a Multi-Unit Development Agreement will be $40,000, and the initial franchise fee for each additional unit after the first will be reduced to $30,000. The Development Fee will be equal to 100% of the initial franchise fee for the first Franchised Business to be developed, plus a deposit of 50% of the reduced initial franchise fee for each additional unit to be developed. For example, if you commit to develop the minimum of three Franchised Businesses, the Development Fee is calculated as $40,000 + (2 x $15,000 = $30,000) = $70,000.

You must sign the Franchise Agreement for the first Franchised Business at the same time you sign the Multi Unit Development Agreement. We will take a portion of the Development Fee to pay the initial franchise fee in full for this first unit. For each additional unit you commit to develop, we will apply a pro rata portion of the Development Fee toward the reduced initial franchise fee, and the balance of the reduced initial franchise fee is payable when you sign the Franchise Agreement for that unit.

The Development Fee is imposed uniformly on all multi-unit developers and is not refundable under any circumstances. You will only receive the reduced initial franchise fee if you sign a Multi-Unit Development Agreement with us, and you will not receive the reduced initial franchise fee on the first unit you commit to develop.

Item 6
Other Fees

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
Royalty Fee	4 % of Restaurant's weekly Net Sales	Paid via electronic funds transfer by not later than the 15th day of the following month	The term "Net Sales" is defined in Note 2.
Brand Development Fund	Up to 2% of Restaurant's weekly Net Sales	Same as Royalty Fee	See Item 11 for information concerning advertising and promotion. (Note 3)
Advertising Cooperatives	Up to 2%	Same as Royalty Fee	May be required to participate in local and regional advertising cooperatives. See Item 11. (Note 3)
Local Store Marketing	Minimum of 2.0% of Net Sales (Note 4)	As incurred	Paid to various vendors other than us. Amounts paid to an Ad Co-op may be credited toward your Local Store Marketing requirement. (Note 4)
Inspections	Actual cost.	As incurred	Includes all travel expenses, room and board and compensation of our employees.
Insufficient ACH Fee	$35/occurrence	As incurred	Charged if you don't have enough funds in your bank account to pay automatically drawn payments. (Note 5).

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
Audit Expenses	Cost of audit, and (1) interest at the lower of the maximum rate permitted by law or 15% per annum, from the date such payments were originally due for payment to us, and (2) a late fee, for additional administrative fees incurred by us, equal to the greater of ten percent (10%) of the amount of fees so understated or $250.00	10 days after receipt of final audit	Payable if understatement is greater than 2% or audited because you failed to submit reports.
Transfer	25% of then-current Initial Franchise Fee	Before transfer	Payable when Franchise Agreement or the assets of the Restaurant or any ownership interest is transferred.
Renewal Fee	25% of the then-current Initial Franchise Fee	30 days before renewal	See Item 17(c)of this Disclosure Document
Training Fees	Maximum – cannot exceed $1,000 per session	Upon class registration	We may require supplemental or additional training programs. You pay cost of additional or supplemental programs and other expenses.
Replacement General Manager Training	$5,000 per person, plus the costs of any additional training requested by you (varies).	Upon beginning of training	If we train a replacement General Manager, the replacement must be enrolled in the initial training program within 30 days after the end of the former person's full time employment, and timely completion of the initial training program in proper sequence within 8 weeks thereafter.

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
Interest on Late Payments and Late Fee	(a) the greater of 5% on the overdue amount, or $100, plus (b) interest at the lower of the maximum rate permitted by law or 18% per annum from the date such payment was due until it is paid.	As incurred	Payable on all overdue amounts to compensate us for administrative costs incurred.
Charges for Testing and Evaluation	Will vary under circumstances	As incurred	See Item 8
Technology Fee	Up to $175 per month	Same as Royalty Fee	
Mystery Shop	Up to $50 per quarter	Same as Royalty Fee	
Indemnification	Will vary under circumstances	As incurred	You must indemnify and hold us harmless if we are held liable from your Restaurant's operations. (Note 6)
Insurance Reimbursement	Actual cost	As incurred	If you fail to obtain the required insurance coverage(s), we may obtain this insurance for you and you must reimburse us within 5 days for all costs we incur in doing so. (Note 7)
Costs of Enforcement	Actual cost	As incurred	Reimburse us to enforce the Franchise Agreement.

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
Liquidated Damages	Average Royalty Fees, Brand Development Fund contributions, and Regional Cooperative Fund contributions paid or owed for the 36 months immediately preceding the effective date of the termination, multiplied by the lesser of: (a) 36; or (b) 90% of the number of Accounting Periods remaining in the Term of the Franchise Agreement at the date of termination, discounted at a rate of 5% per annum	Upon Franchisee termination	This applies to all terminations of the Agreement, regardless of the reason for the termination.
Relocation Fee	50% of the then current Initial Franchise Fee	Upon approval of the relocation	Payable if you request, and we approve, a relocation of your Restaurant.

We will take a security interest in all assets of your Restaurant, for the term of the Franchise Agreement, to secure the payment of all fees that you owe to us and to our affiliates. None of the fees are imposed by a cooperative. If fees were to be imposed by a cooperative and franchisor-owned outlets are members of the cooperative they would have the same voting power as other outlets, and there are no limits to the fees that the cooperative may impose.

Notes to Item 6 chart (above):

1. Fees. All fees are imposed by and payable to us or our affiliates, and accounted for on a fiscal year basis. All fees are non-refundable. All fees are uniformly imposed on all franchisees.

2. "Net Sales" means mean Gross Sales less deductions set forth below. "Gross Sales" are all revenues from the sale of all products or services by or for you or the Franchised Restaurant, in, upon, or from the Territory, or through or by means of the business conducted at the Franchised Restaurant, the Territory or otherwise, whether derived from cash, credit, the sale of coupons or gift cards or certificates, or otherwise, and regardless of collection. To arrive at "Net Sales", deduct the following items from Gross Sales: (a) sales

and service taxes collected from customers and paid to the appropriate taxing authority; (b) revenues from the redemption of gift cards or certificates; (c) the discounted portion of menu prices whether for employee meals or by way of coupons, approved promotions or otherwise; (d) revenues generated by promotional giveaways which are solely for the benefit of recognized charitable organizations and for which all profits generated thereby are received by said charitable organization; (e) fees paid for providing delivery services through third-party providers or otherwise; and (f) gratuities and tips.

3. Brand Development Fund and Regional Advertising Cooperative. Currently, you must pay 2% of your Net Sales to the Brand Development Fund. If we do not require you to participate in any Regional Advertising Cooperative, you also will be required to spend two percent (2%) of the Net Sales of your Restaurant on advertising, marketing and promotional activities within the market and community where your Restaurant is located (i.e. Local Store Marketing) that you must manage. Amounts that you contribute to a Regional Advertising Cooperative will reduce the amount you must spend as Local Store Marketing, but only to the extent that we designate or approve.

4. Audit. If an audit reveals underpayment, then within 15 days after the receipt of the audit results, you must pay us the Royalty Fee, the required contributions to the Brand Development Fund and the Regional Advertising Cooperative Funds and interest on the understated amount at the lesser of: (a) the maximum rate allowed by law; or (b) fifteen percent (15%) per annum, from the date such payments were originally due for payment to us. Interest will accrue from the date of the underpayment.

5. Payment of Fees. You must participate in an electronic funds transfer (using the Automated Clearing House ("ACH") electronic network) program under which we (or our affiliates) make a periodic pre-authorized bank withdrawal from your account to pay all Royalty Fees, Brand Development Fund fees and other fees and expenses due to us or our affiliates under the Franchise Agreement (or any other agreement). The sales data collected by us will be used to calculate Royalty Fees, advertising fees, and other fees payable to us or our affiliates that were achieved by the Restaurant through the end of the preceding calendar week. We will debit your bank account for the proper amount of Royalty Fees, advertising fees and other fees in the amount you owe to us, based on the sales data collected. If the Net Sales data is not available to us or retrievable on a timely basis, we will debit your bank account on the designated day in an amount estimated based on previous Royalty Fee and advertising contributions amount.

   If funds are not available at the time the ACH is drafted, you will be charged a $35 non-sufficient funds fee for each occurrence. The Interest and Additional Expense Fee will be charged where applicable. If you request to have your ACH draft deferred, you will be charged a fee of $35 plus $5 per day until the amount due to us is paid, for a maximum of 10 days without incurring the Interest and Additional Expense Fee. All deferral requests must be made prior to the date the payment is due.

6. Indemnification. You must indemnify us, and reimburse us for our costs (including our attorneys' fees), if we are held liable in any case: (a) having anything to do with your use of the marks (other than as we approve); or (b) that has anything to do with a claim

arising out of the operation of your Restaurant or your violation of the Franchise Agreement.

7. Insurance. You must obtain and keep in full force and effect comprehensive liability insurance. See "Insurance" in Item 8 below for an in-depth discussion of your insurance requirement

Item 7
Estimated Initial Investment

YOUR ESTIMATED INITIAL INVESTMENT

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is Made
Initial Fee[1]	$30,000 to $40,000	Lump Sum	When approved	Us
Real Estate Rent, Deposits and Pre-Paid Expenses[2]	$11,700-$28,500	As Agreed	Monthly	Landlord
Equipment, Furniture & Supplies[3]	$101,000 to $127,000	As incurred	Usually 30 days after invoice / Before Opening	Imo's Foods, Inc. or other Approved Vendors
Construction, Remodeling, and Leasehold Improvements[4]	$299,000-$590,000	As Incurred	Before opening	Vendors; Contractors
Computer, Point of Sale Equipment and Software, Store Technology Infrastructure[5]	$19,454 to $22,436	Lump sum	Before opening	Approved Vendors
Training Expenses (Travel, meals, Lodging and Employee Wages)[6]	$7,000 to $12,000	As incurred	Before opening	Airlines, hotels, restaurants, and employees
Architectural and Engineering Expenses[7]	$13,000-$22,000	Lump Sum	Before opening	Professionals
Opening Inventory and Supplies[8]	$13,000 to $18,500	Lump Sum	Within 14 days of delivery	Imo's Foods, Inc. or other Approved Vendors
Grand Opening Advertising [9]	$10,000	Lump Sum	Proof of expenditures due 90 days after Restaurant	Vendors

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is Made
			opening	
Miscellaneous Opening Costs[10]	$900 to $2500	As incurred	As incurred	Vendors, utilities, etc.
Insurance[11]	$3,000 to $9,400	Lump Sum	Before Restaurant opening/sale	Insurance Carrier
Business Licenses and Miscellaneous Expenses[12]	$2,000 -$7,000	Lump Sum	Before Opening	State and Local Agencies; Suppliers
Signage[13]	$6,750 - $14,000	As incurred	Before Opening	Vendors
Accountant and Attorneys' Fees	$2,000 -$6,000	As incurred	As incurred	Professionals
Additional Funds – 3 Months[14]	$25,000 to $50,000	Unknown	As Incurred	Employees and various third parties
TOTAL ESTIMATED INITIAL INVESTMENT	**$543,804 to $959,336**			

Explanatory Notes.

(1) Initial Franchise Fee. The Initial Fee for single Restaurants is either $30,000 for existing franchisees or $40,000 for new franchisees. (See Item 5). The amounts that you pay to us are not refundable (except in the limited circumstances described in Item 5 above). Your payment obligations to vendors are not likely to be refundable unless you negotiate those arrangements.

(2) Real Estate. The estimate in the chart is for the space that you will need to operate your Restaurant, through the end of the third month of operation, as described below.

Real estate costs vary widely from place to place, and franchisees have a wide range of options to choose from in selecting a location. Your location must be in a general area that will allow you to provide delivery services efficiently and conveniently to customers in the area you serve. Most franchisees find suitable space in a commercial district or strip mall located relatively close to residential areas. Less typically, the real estate is a free-standing building. Typical locations for Restaurants are between 1,400 and 1,900 square feet. The amounts indicated assume that the real estate is leased and reflect a typical range of monthly rentals.

The amount of your rent is dependent upon such factors as size, condition and location. Neither we nor our affiliates will lease real estate to you. The amount of rent, the time at which the rent is due and to whom the rent must be paid is subject to negotiation by you and the landlord. Typical annual rental rate ranges from $25 to $45 or more per square foot. Ordinarily, you will not pay rent until you open your Restaurant. However, there are instances in which you may have to pay rent for 1-2 months prior to opening your Restaurant, due to your unique lease negotiations and construction schedule. Security deposits are payable to landlords and utility companies. This estimate contemplates a security deposit equal to one month's rent

Commercial rental rates vary rather substantially based upon a wide range of factors. The estimate provided in the table is based on the following factors: (1) that in the current real estate market, you will be able to negotiate a total rent abatement for the build-out period (that is, before your Restaurant opens); (2) that you will pay a one-month security deposit in addition to the three-month period after your Restaurant opens, for a total of four months' rent; and (3) that you will lease between 1,400 to 1,900 square feet of space for your Restaurant.

If you lease a location, you are also likely to incur build-out expenses (see note 4 below). You may also incur real estate broker fees, additional prepayments, "additional rent," common area maintenance (CAM) fees, operating fees, or other costs, depending on the terms of your lease and the prevailing real estate market in your area.

Most franchisees lease their space. We cannot estimate your costs for buying or leasing land and constructing a building, as these costs vary substantially from market to market, depending on many factors, such as location and the design and construction of the building, as well as fluctuations in the local real estate market.

(3) Equipment and Supplies. Other than as described in Items 7 and 8, you may purchase or lease original equipment and supplies, and signs meeting our standards from any approved source. The purchase or lease payments are made to other suppliers. The low estimate assumes a buildout with minimal service offerings (pick-up and delivery only) and the equipment required to facilitate the buildout.. The upper estimate assumes the minimal buildout with the addition of dine-in service and the equipment required to facilitate the buildout. We do not require you to purchase or lease delivery cars and therefore we do not include these costs in this Item.

(4) Leasehold Improvements. The cost of leasehold improvements will vary depending on many factors, including: (a) the size and configuration of the premises; (b) pre-construction costs (including demolition of existing walls and removal of existing improvements and fixtures); and (c) cost of materials and labor, which may vary based on geography and location or whether you must use union labor for the build-out of your Restaurant. These amounts may vary substantially based on local conditions, including the availability and prices of labor and materials. These costs may also vary depending on whether certain of these costs

will be incurred by the landlord or through landlord tenant improvement contributions, and the condition of the space before you take possession of the premises. Our estimate is based on a standard square footage range of 1400 - 1900 square feet. The low estimate assumes the minimal buildout fixtures and finishes required to operate a location with our smallest square footage footprint with less service amenities (e.g. dining room, pick-up window, etc.). The upper estimate assumes the minimal amount of buildout fixture and finishes required to operate a location with are largest square footage footprint and all our current service amenities.

Both estimates assume that you have leased a "vanilla/white box" space and that more improvements are required. Our estimate does not include any tenant improvement allowance that you may negotiate. These costs include a walk in, hoods, finishes and fixtures.

(5) POS and Computer Systems. We require all new Restaurants to install an approved "point-of-sale" (POS) and "online ordering" system. The technology environment is rapidly changing, and it is difficult to anticipate the future cost of developing, acquiring, implementing, and licensing POS and related digital technologies, including mobile apps, that may benefit the System. These advancements may result in additional costs of the POS system beyond what is currently being charged by the provider. Presently, we have one approved POS system which also provides the on-line ordering system. You must fully pay for the POS system at the time of purchase. This estimate also includes the annual cost of your first year's software license and support package. The low estimate assumes the minimal amount of equipment required to operate a location with our smallest square footage footprint with less service amenities (e.g. dining room, pick-up window, etc.). The upper estimate assumes the minimal amount of equipment required to operate a location with are largest square footage footprint and all our current service amenities.

You must purchase 3-4 (dependent on square footage footprint and amenities) digital menu boards for your Restaurant. You may purchase digital monitors from any supplier so long as the monitors meet the required specifications (See Items 8 and 11). This cost estimate includes the cost of 3 monitors, display mounts/hardware, and installation.

We require all Restaurants to be PCI compliant for credit card transactions processed through the Restaurant. Currently, we have 1 approved model of EMV credit card reader machine, which must be purchased through our approved vendor (see Items 8 and 11). This cost estimate includes the cost of 2-3 EMV credit card reader machine (one for each required order- taking station in the Restaurant dependent on square footage footprint and amenities).

(6) Training. This estimate does not include additional training fees, which would apply if you decide to send more than 3 people to the initial training course (see Item 6). For training requirements in general, see Item 11. These costs would be

paid to other suppliers such as hotels and airline companies if you were traveling. The estimate includes a non-refundable training registration fee of $150 per person to cover incidental costs of administering the training, such as printed materials and meals during the training sessions.

(7) Architectural Services. You will be required to obtain professional blueprints and engineering drawings for your Restaurant and in most cases to obtain construction permits, food service permits, and other required permits. Most equipment purveyors will provide basic line drawings at little or no cost to you that you can provide your chosen architect or engineer in order to save substantial time and money. You must only use an architect approved by us in advance. We may provide recommendations for a possible architect or engineer; however, you are not obligated to choose our recommendation. We will review and approve the base line drawings and the final blueprints to ensure compliance with the System. You will be responsible for all architectural, engineering and similar fees. We also recommend (but do not require) that you purchase a site survey and also retain the services of a permit expediter, construction manager, and a design manager to assist you in the building process, especially if you are a first-time franchisee. Costs for these services are not included in this estimate.

(8) Initial Inventory. You will need an initial supply of inventory, including food and paper goods. The estimated cost should cover approximately 2 weeks of operation. All supplies and inventory must be purchased from our affiliate, Imo's Foods, Inc. (see Item 8).

(9) Grand Opening Marketing. You must spend a minimum of $10,000 on marketing efforts related to your Restaurant's initial opening. You will pay this amount to vendors and media outlets. All marketing must be approved by us. Restaurants that relocate or are re-openings of formerly closed restaurants are also required to participate in the Grand Opening Marketing Program, but we may require specialized marketing programs for those grand openings. These amounts are for grand opening marketing and advertising and does not include Brand Development Fund or regional cooperative contributions.

(10) Miscellaneous Opening Costs. The Miscellaneous Opening Costs are our best estimate of the costs and deposits for and installation of telephones, deposits for gas, electricity and related items. These are paid as incurred to various utilities and suppliers. The estimate includes deposits that may be refundable to you at a later time. In most cases, your lease will require you to pay electric, gas, water and other utilities directly; however, some landlords cover some utility charges through CAM fees or operating fees (see Note 2 above).

(11) Insurance. Insurance costs may vary in different localities depending on the state coverage requirements, Restaurant location and your loss history. Your required non-owned automobile policy, covering risks associated with pizza delivery, represents a significant portion of this cost. The estimate is for initial amounts paid in the first 90 days. If you have employees, you must maintain adequate workers' compensation and liability insurance. The requirements and rates for workers'

compensation insurance vary widely from place to place. We reserve the right to require additional types of insurance and coverage as provided under the Franchise Agreement. See Item 8 for our insurance requirements.

During training, you must obtain workers' compensation insurance for yourself and on all personnel undergoing training at our facilities. You must also have the insurance coverage outlined above in effect at the beginning of the training period and maintain it throughout your training. You will not be allowed to begin training until you have given us proof of insurance coverage

(12) Business Licenses and Miscellaneous Expenses. You should consult your lawyer or your local county and state authorities about the specific legal requirements for business licenses and related types of expenses in your local area. "Miscellaneous expenses" includes a variety of other costs. In some cases, you may need assistance from others in helping to obtain financing for your Restaurant. The amount of that assistance may depend on the amount of your loan and may run as high as 3% of your financed amount (or more in some circumstances). In addition, if your financing must be guaranteed by the SBA (Small Business Administration), the SBA may require you to pay a 3% guarantee fee.

(13) Signage. The estimate in the chart is for the exterior signage that will be required for your business. This is a variable amount that will be based upon the maximum number of and size of signage that the municipality in which you are located and your landlord will allow on the building which would be required by us. This does not include the cost of free standing, monument or specialty signage that would be required if a stand-alone building is constructed for your restaurant.

(14) Additional Funds. The cost estimate reflects 3 month s of utilities, additional labor cost and ongoing monthly expenses. This item does not include ongoing inventory purchases, royalty or advertising payments or the cost of any financing interest or amount of debt service obligation.

Your costs will depend on the following factors: how much you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and the sales level reached during the initial period.

We relied on over 50 years of our affiliates' and predecessors' business experience to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

Item 8
Restrictions on Sources of Products and Services

Required Purchases

You must operate your Imo's Pizza Restaurant according to our System and specifications. This includes purchasing or leasing all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, and real estate related to establishing and operating the Imo's Pizza Franchise under our specifications, which may include purchasing these items from: (1) our designees, (2) approved suppliers, and/or (3) us or our affiliates.

Required and Approved Suppliers

You must purchase all food items (excluding fresh produce), dry goods, beverage items, marketing materials (including printed menus), uniforms, logo apparel, point of sale hardware and software, and credit card/gift card merchant services from our approved suppliers. We will provide you with written notice of any changes to our approved suppliers (which may be in the form of an update to the Manual). All other products and services must meet our specifications and standards and must be purchased from suppliers we designate, or from suppliers that you select that meet our criteria for suppliers. We do not make our specifications and/or standards generally available to franchisees or suppliers. All suppliers that you wish to use must be approved by us in writing prior to use. We reserve the right to charge you for expenses for testing and evaluating any proposed product or service, and we will notify you, in writing, within ten (10) days of our decision whether or not we have approved a supplier, provider, product, or service.

We may periodically reinspect approved suppliers' facilities, and we reserve the right to revoke our approval of any supplier, provider, product, or service that does not continue to meet our specifications. We will notify you of any revocations within ten (10) days of our decision, either in writing or by supplying you with a revised Operations Manual. We may negotiate purchase arrangements with suppliers for your benefit, although we are not obligated to do so. We do not have any purchasing or distribution cooperatives. We may require franchisees to purchase ingredients, supplies and materials only from distributors and manufacturers which meet our standards and specifications for quality and consistency. We and our affiliates may derive revenue from these sales, and we may sell these products and services at prices exceeding our or their costs to include a profit margin. We estimate that the required purchases and leases described in this Item 8 will represent approximately 85% of your cost to establish your Imo's Pizza Restaurant and 65% of your cost to operate your Imo's Pizza Restaurant.

We, along with our affiliate, Imo's Foods, Inc., are wholly owned subsidiaries of Imo's Holding Company. Imo's Foods, Inc. is currently the only approved supplier of all food items (except produce), dry goods (except janitorial supplies), uniforms, logo boxes, small wares, and logo apparel. During the last fiscal year, Imo's Foods, Inc.'s revenue from required purchases by franchisees was $36,029,972, which equaled 68% of Imo's Foods, Inc.'s total revenue of $53,228,255. You will purchase food items from our affiliate, Roma Grocery Co. d/b/a Imo's Foods, Inc. Our Secretary, Carol Imo is an indirect owner of Imo's Foods, Inc.

Imo's Franchising, Inc. also receives rebates from suppliers based upon the required purchases by franchisees. During the last fiscal year, we received $104,170 from suppliers and that entire amount was distributed to local charities including Variety the Children's Charity, Stray Rescue of St. Louis and others. Imo's Franchising, Inc.'s total amount received of $104,170 represents 3% of our total 2025 revenue of $4,111,049. We do not provide franchisees with any material benefits based on a franchisee's purchase of particular products or services or use of

particular suppliers. We do attempt to negotiate purchase arrangements with some suppliers, including price terms, for the benefit of franchisees.

Item 9
Franchisee's Obligations

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

Obligation	Section in Agreement	Disclosure Document Item
(a) Site selection and acquisition / lease	Exhibits D and G in Franchise Agreement	Items 7 and 11
(b) Pre-opening purchases / leases	§ 1.1 and Exhibit D in Franchise Agreement	Items 6, 7 and 8
(c) Site development and other pre-opening requirements	§ 3.4 and Exhibit D in the Franchise Agreement	Items 6, 7 and 11
(d) Initial and ongoing training	§ 3.4 and Exhibit D in Franchise Agreement	Items 6, 7, 11 and 15
(e) Opening	Exhibit D in Franchise Agreement	Item 11
(f) Fees	§§ 1,2,3,4,5,7,8,11,12,13,14,16, 17, 18,19,20 and Exhibit D in Franchise Agreement	Items 5, 6 and 7
(g) Compliance with System Standards and the Operations Manual	§§ 3.3 and 12.2(2) in Franchise Agreement	Items 8, 11, 14 and 16
(h) Trademarks and proprietary information	§§ 1,4,8,10,17 and 19 in Franchise Agreement	Items 13 and 14
(i) Restrictions on products and services offered	§§ 1,8,12 and 17 in Franchise Agreement	Items 8 and 16
(j) Warranty and customer service requirements	§ 8.9)(11) in Franchise Agreement	Item 8
(k) Territorial development and sales quotas	None	Item 12

Obligation	Section in Agreement	Disclosure Document Item
(l) Ongoing product / service purchases	§ 8.2, 8.3, 8.4 and 8.7 in Franchise Agreement	Item 8
(m) Maintenance, appearance and remodeling	§ 8.1, 8.2 and § 9 in Franchise Agreement	Items 7 and 17
(n) Insurance	§ 8.13, 8.19 in Franchise Agreement	Items 6, 7 and 8
(o) Advertising	§§ 4.2, 7.3, and § 10 in Franchise Agreement	Items 6, 7 and 11
(p) Indemnification	§§ 5.4 and 17.3 and Exhibit F in Franchise Agreement	Item 6
(q) Owner participation / management/ staffing	§ 8.18 in Franchise Agreement	Item 15
(r) Records and reports	§§ 8.9 and 11 in Franchise Agreement	Items 6 and 11
(s) Inspections and audit	§§ 3.2 and 12 in Franchise Agreement	Item 6
(t) Transfer	§ 13 in Franchise Agreement	Items 6 and 17
(u) Renewal	§ 2 in Franchise Agreement	Items 6 and 17
(v) Post-termination obligations	§ 17 in Franchise Agreement	Item 17
(w) Non-competition covenants	§ 15 in Franchise Agreement	Item 17
(x) Dispute resolution	§ 18 in Franchise Agreement	Item 17
(y) Damages	§§ 17.1 and 19 in Franchise Agreement	Item 6

Item 10
Financing

Imo's Franchising does not offer direct or indirect financing. We do not guarantee your note, lease or any other obligations.

Item 11
Franchisor's Assistance, Advertising, Computer Systems, and Training

FRANCHISOR'S ASSISTANCE

Except as listed below, Imo's Franchising, Inc. is not required to provide you with any assistance.

Pre-Opening Obligations

Before you open your Imo's Pizza Restaurant, we (or our designee) will provide the following assistance and services to you:

1) Provide you with assistance in selecting a site for your new Imo's Pizza Restaurant (See Franchise Agreement – Section 3.1 (1)).

2) Make available to you our standards for the initial design, construction, equipping and operation of the Restaurant (See Franchise Agreement – Section 3.1 (1)).

3) Provide you with specifications for initial and replacement furniture, fixtures, equipment, inventory, and supplies required to run your Imo's Pizza Restaurant (See Franchise Agreement – Section 3.1 (1)). We do not provide, deliver or install those items.

4) Counsel you on necessary pre-opening procedures and assist you with inventory ordering of products, equipment and supplies, through our affiliates or other suppliers, as applicable, which are necessary to open the Imo's Pizza Restaurant (See Franchise Agreement – Section 3.1 (5)). We do not provide, deliver or install those items.

5) Make available to you our current confidential Operations Manual, so that you have access to the standards and procedures you must implement at the Restaurant ("Standards"). This Manual will be accessible in secure digital format through the Imo's Pizza Franchisee Portal found at https://www.franchisee.imospizza.com. The table of contents for the Manual is attached to this Franchise Disclosure Document as Exhibit G. (See Franchise Agreement – Section 3.1 (4)).

6) Make available to you advertising templates, training materials, and other valuable resources through the Imo's Pizza Franchisee Portal (See Franchise Agreement – Section 3.1 (6)).

7) For your 1st or 2nd Imo's Pizza Restaurant, we will provide you with our standard opening team for a standard duration of time. Standard services are less for your second Restaurant (See Franchise Agreement – Section 3.1 (7)).

8) If you are a multi-unit developer, our only obligation is to help you define your Multi-Unit Area and each Trade Area and assign it to you. (Multi-Unit Development Agreement, §7.1)

Site Selection

Choosing the right location for your Imo's Pizza Restaurant is perhaps one of the most important decisions you will make. We generally do not own or lease premises to our franchisees. Although we will provide you with our site selection criteria, these criteria should be seen as minimum requirements. Our approval of a site does not constitute a representation or warranty that your business will succeed in a specific location but instead a set of generally applicable guidelines that align with our brand and our business model. Some of the factors we consider when choosing whether or not to approve a site include location, size, suitability, layout, access and visibility, proximity to other businesses, location and nature of competitors, population density and demographics, vehicle traffic, pedestrian traffic, existing tenant mix, parking convenience, proximity to other Imo's Pizza locations and other factors.

You must obtain our prior written approval before leasing or purchasing any site for your Imo's Pizza Restaurant. There are no deadlines for our approval of your site, but we can generally respond to a site approval request within two (2) weeks of receiving all of the required information from you. In some instances, it may be necessary for us to visit the site before making a determination. This can delay the site approval process, so it is important that we receive all required information in a timely manner to avoid unnecessary delays. Once we have approved your location, the Franchise Agreement will be amended to show the specific location as the only location where you are authorized to operate the Imo's Pizza Restaurant.

If we cannot agree on a site for your Imo's Pizza Restaurant and you do not open your Imo's Pizza Restaurant within 12 months of signing the Franchise Agreement, you will have to pay us an "Opening Extension Fee" of $250 per week until the Imo's Pizza Restaurant is open for business, or we will have the right to terminate the Franchise Agreement without providing you a refund of any fees you have paid to us.

Opening

You must open your Imo's Pizza Restaurant no later than (12) months after signing the Franchise Agreement or pay the Opening Extension Fee defined above. It can typically take between five (5) to eleven (11) months from the date of signing the Franchise Agreement to open up an Imo's Pizza Restaurant. Some of the factors affecting this timeframe include: site selection; securing any necessary financing; lease negotiations; obtaining required licenses and permits; equipment delivery; leasehold improvements; delivery of inventory and supplies; hiring and training qualified managers; general staffing; zoning and local ordinances; weather conditions; shortages; delayed installation of equipment, fixtures, and signs; and completion of our initial training program. If you are a multi-unit developer you must open your first Imo's Pizza Restaurant within 4 months after the date you sign a lease. (MUDA §3.1.1).

You may not open your Imo's Pizza Restaurant until all of the following conditions have been met:

(1) We have notified you, in writing, that all of your pre-opening obligations have been fulfilled.

(2) You have completed the initial training program to our satisfaction and have commenced the onsite training program.

(3) All amounts due to us have been paid.

(4) You have delivered to us copies of all insurance policies, certificates and documentation which we have requested from you or are required by the Franchise Agreement.

(5) You notify us, in writing, that all approvals and conditions set forth in the Franchise Agreement have been met.

(6) You have received all required permits and licenses and have conformed the premises to meet all local ordinances and building codes.

(7) You have ordered, received and installed your equipment, supplies, inventory and computer system.

Upon receiving franchisor approval to open your Imo's Pizza Restaurant, you must be prepared to begin operating immediately.

Continuing Obligations

During your operation of your Imo's Pizza Restaurant, we (or our designee) will provide the following assistance to you:

1) Continue to loan you or make available to you on our website one (1) copy of the Operations Manual (See Franchise Agreement – Section 3.2 (1)).

2) Issue and modify System Standards for Imo's Pizza Franchises. We may periodically modify System Standards, and those modifications may require you to invest additional capital and/or incur higher operating expenses (See Franchise Agreement – Section 3.3(2)).

3) License you to use the System and the Marks in operating your Imo's Pizza Restaurant (See Franchise Agreement – Section 1.1).

4) Maintain and administer marketing programs and the Brand Development Fund, described in greater detail immediately below in this Item 11 (See Franchise Agreement – Section 10.1).

5) Develop and implement advertising and promotional programs (See Franchise Agreement – Section 3.2 (5)).

6) Review requests for approval to test additional products, services and suppliers and notify you of our decision (See Franchise Agreement – Section 8.10 and 8.11).

7) Review samples of all marketing materials and other materials bearing our Marks and notify you of our decision (See Franchise Agreement – Section 10.2 (2)).

8) Conduct periodic inspections of your Imo's Pizza Restaurant to ensure compliance with System Standards, the Operations Manual, and the Franchise Agreement and notify you of and provide you with an opportunity to correct any deficiencies or unsatisfactory conditions identified in such inspection (See Franchise Agreement – Section 3.1 (3), 12.1, 12.2).

9) Make available additional training at one of our Imo's Pizza designated training facilities or onsite at your Imo's Pizza Restaurant. Additional fees will apply (See Franchise Agreement – Section 3.1 (4), 3.2 (7)).

10) Make available suggested pricing, upon written request, for menu items (See Franchise Agreement – Section 8.12).

Advertising and Marketing

Grand Opening Promotion

You must execute a Grand Opening Promotion, at your sole cost and expense, in which you spend at least $10,000 within three (3) months of opening your Imo's Pizza Restaurant. You must obtain our prior approval of the campaign.

Local Advertising

In addition to the Brand Development Fund Contributions and the Grand Opening Promotion described above, each Imo's Pizza Franchise must spend annually for local advertising for the Restaurant, an amount equal to two percent (2.0%) of the Net Sales of the Restaurant. Without limitation, local advertising expenses for the Restaurant include advertising specifically for the Restaurant, such as a directional billboard or direct-mail inserts for the Restaurant and local promotional campaigns, such as local charity and youth group sponsorships. The cost of menus and the value of coupon discounts are not included in local advertising expenses. Prior to using any advertising or promotional material that you prepare for use in your local area, you must submit a specimen to us or our designated agency for review and approval. If you do not receive our written disapproval of the specimen within fifteen (15) days from the date we received it, materials that conform to the specimen will be deemed approved for your use, unless we later disapprove it, in which case you must promptly discontinue further use.

All advertising, promotional and marketing content must be clear, factual, not misleading, and must conform to both the highest standards of ethical advertising and marketing, as well as the advertising and marketing policies that we establish from time to time. You may not use any advertising, promotional or marketing materials that we have either not approved or disapproved. You may not advertise via the Internet or a worldwide web page, including social media websites such as Twitter, Instagram, Facebook or Snapchat, unless we have authorized you to do so in

writing. You are prohibited from making press releases, contributions or donations associated with the Marks or Imo's Pizza® without our consent. Upon request, we may require you to include additional language such as, but not limited to, "Franchises Available" in your local advertising materials. All local advertising materials, including menus, must include the following statement: "This location is an independent franchisee of Imo's Franchising, Inc., owned and operated by {Your Corporate Name}."

Brand Development Fund

We have established an advertising and Brand Development Fund for Imo's Pizza Franchises. You must pay two percent (2%) of Net Sales of your Restaurant to the Brand Development Fund. Your Brand Development Fund Contribution will be due at the same time and in the same manner as the Royalty Fee. All Imo's Pizza franchisees pay the same rate, but our fractional franchises and licensed locations (generally located in non-traditional venues such as gas stations) may pay a reduced rate. There is no advertising council or marketing committee. Currently we have a Coupon/Discount committee with 5-6 franchise owners, Director of Marketing and Operations, who get together quarterly to discuss the upcoming quarters promos and discounts to allow feedback, insight and understanding. The 5 to 6 owners are selected based on their willingness, prior experience and restaurant criteria (demographics, sales volume, operational performance, etc.). We invite new owners every 2 quarters, but have a core of 2-3 owners that are on every call. There are currently no Franchisor-owned locations in our system, but these locations will contribute to the Brand Development Fund on the same basis as franchisees if and when they come into existence. The Founders and their descendants currently operate a total of seventeen (17) locations and these locations contribute to the Brand Development Fund on the same basis as all other franchisees. The Brand Development Fund may allocate resources to advertise locally, regionally, and/or nationally, in printed materials, on radio, on television, through email, third party aggregators, mobile applications, and on the Internet, in our sole discretion.

Use of Brand Development Fund

We will direct the use of all Brand Development Fund contributions, including all creative concepts, materials, and endorsements used. We will direct when, where, and how these funds are allocated and will account for this Brand Development Fund separately from our other funds. The Brand Development Fund will not be used for our general operating expenses except for such reasonable salaries, administrative costs, travel expenses, accommodations, and overhead as we may incur in activities reasonably related to the administration of the Brand Development Fund and its marketing programs including, without limitation, conducting market research and menu development, preparing advertising and marketing materials, and collecting and accounting for contributions to the Brand Development Fund. The Brand Development Fund contributions will be held and used for the benefit of contributors and in keeping with their permitted purposes. We have no fiduciary obligation to you for administering the Brand Development Fund.

The Brand Development Fund may allocate, in any fiscal year, more or less than the total Brand Development Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use any interest earned on Brand Development Fund contributions to pay costs before spending the Brand Development

Fund's other assets. We will never use the Brand Development Fund contributions for advertising with a principal purpose of selling new franchises. Within 120 days of the end of the previous fiscal year, upon written request, we will provide you with an unaudited annual accounting showing how the Brand Development Fund contributions were used for the previous year. We may, in our sole discretion, have the Brand Development Fund audited annually by an independent certified public accountant, at the Brand Development Fund's expense. We may also incorporate the Brand Development Fund or operate it through a separate entity in which case the separate entity will have all the rights and obligations described in the Section 11.

We may forgive, waive, settle, and/or compromise all claims by or against the Brand Development Fund. We assume no other direct or indirect liability or obligation to you for collecting amounts due to, maintain, directing, or administering the Brand Development Fund. We may, at any time, defer or reduce a franchisee's Brand Development Fund contributions and, upon 30 days' prior written notice to you, reduce or suspend Brand Development Fund contributions and operations for one (1) or more periods of any length and terminate and/or reinstate the Brand Development Fund. If we terminate the Brand Development Fund, we will distribute all unused contributions to contributing franchisees, and to us or our affiliates, in proportion to respective contributions during the preceding 24 months.

The Brand Development Fund may pay for preparing and producing video; audio; written materials; electronic media; developing, implementing, and maintaining a website that promotes Imo's Pizza businesses and/or related strategies; administering area and multi-area marketing and advertising programs, including purchasing trade journal, direct mail, and other media advertising, and using advertising, promotion, and marketing agencies, and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities, including administration of the Brand Development Fund and collection of Brand Development Fees.

The Brand Development Fund is designed to maximize recognition of our Marks and increase business for Imo's Pizza businesses. Although we will attempt to use the Brand Development Fund to benefit all Imo's Pizza businesses, we do not ensure that the Brand Development Fund contributions will be used in any specific geographic area or be spent proportionately according to Brand Development Fund contributions.

The Brand Development Fund is not audited. During the fiscal year ending December 31, 2025, the Brand Development Fund spent 27.8% of its funds on production of advertisements, 58.7% on media placement, 13.4% on general and administrative expenses.

Local or Regional Cooperative Marketing

We may form or approve of the formation and administration by us, of local or regional marketing cooperatives covering your Protected Territory and the territory of at least one other franchisee for the purpose of developing and implementing local or regional marketing programs. If we require you to join a local or regional marketing cooperative (the "Co-op") then you must participate with other franchisees in the Co-op's marketing programs and pay your share of the Co-op's marketing expense, up to two percent (2%) of your Net Revenues. Any payments you make for the Co-op's marketing will be applied toward your minimum local marketing

expenditures but will not affect your obligation to pay Brand Development Fund contributions. If the amount you contribute to a Co-op is less than the amount you are required to expend for local marketing, then you shall spend the difference locally. The Co-op's marketing expenses will be allocated amongst its members based on the number of participating franchisees or on some other reasonable basis as determined by a franchisee advisory council (if established) or us. If we do form or approve of the formation of any Co-op, we will retain the right to change, dissolve, or merge any Co-ops as we solely determine. There are currently no Franchisor-owned locations in our system, but these locations will also contribute to the applicable Co-op, on the same basis as franchisees, if and when the franchisor-owned outlets come into existence.

System Website

We have established a System Website for Imo's Pizza businesses. Other than the System Website, and certain other activities that we approve from time to time in our sole discretion, you may not conduct activity associated with your Imo's Pizza Restaurant over the Internet. We may allow you to promote your business through alternative online strategies consistent with our policies as contained in our Operations Manual. We have the right to review all online content on social media sites, blogs, in electronic communications and on other online sites on which our trademarks are used, in order to protect the reputation and high quality associated with our trademarks and to maintain consistency within the System. We may remove or require you to remove any questionable usage or content involving our Marks. We may also require you to cease using our Marks at all such sites or discontinue all use of such sites.

As long as we maintain a System Website, we will have the right to use the Brand Development Fund's assets to develop, maintain, and update the System Website. We may update and modify the System Website from time to time. You must promptly notify us whenever any information on the System Website that pertains to your Imo's Pizza Restaurant changes or is inaccurate. We have final approval rights of all information on the System Website, and we may periodically modify and implement System Standards relating to the System Website.

We are only required to reference your Imo's Pizza Restaurant on the System Website while you are in full compliance with your Franchise Agreement and all System Standards. If you are in default of any obligation under the Franchise Agreement or System Standards, then we may temporarily remove references to your Imo's Pizza Restaurant from the System Website until you fully cure the subject default(s). You may not, without our prior written approval, develop, maintain or authorize any website that describes you, your Imo's Pizza Restaurant, or displays any of the Marks. If we approve your use of a website, including social media websites, we will reserve the right to require you to obtain our written approval of its initial content and as it is updated or modified from time to time. If we develop a template or other standardized format and/or content for franchisee websites, you must agree to use our mediums. You may not sell services or products not approved by us in the Operations manual on your Imo's Pizza Restaurant website without our prior written approval.

Advisory Councils

We currently do not have a franchise advisory council ("FAC"). We reserve the right to form, change, or dissolve any advisory council at any time.

Computer System

You will also be required to purchase the computer system ("Computer System"). The Computer System includes: (a) the POS system software, (b) cash registers, (c) ticket printers, (d) workstations, (e) touchscreen monitors, (f) keyboards, (g) caller ID integrated box, (h) firewall, (i) router, (j) encrypted card readers, (k) dedicated server, and (l) digital menu boards. You will also need a separate computer for your other back of the house functions and to access the Operations Manual (along with other resources) through our online franchisee portal. We estimate that the initial cost of the Computer System, including hardware and software, will be approximately $19,454 to $22,436. You must at all times have a high-speed Internet connection for your Computer System.

You will, at your expense, purchase and maintain any point-of-sale system, cash register, computer hardware and software, communication equipment, communication services, Internet services (including requirement to maintain a high speed internet connection), dedicated telephone and power lines, modems, printers, and other related accessories or peripheral equipment that we may specify for use in each Imo's Pizza Restaurant. You must use our specified credit card vendors and accept all credit cards and debit cards that we determine. You must also use the gift card vendors that we specify and accept the gift cards that we determine. The term "credit card vendors" includes, among other things, companies that provide services for electronic payment, such as near field communication vendors (for example, "Apple Pay" and "Google Wallet").

You must obtain the Computer System, software licenses, maintenance and support services, and other related services from the suppliers we specify. We may periodically change the specifications for, and components of, the Computer System. These modifications and/or other technological developments or events may require you to purchase, lease, and/or obtain by license new or modified computer hardware and/or software, and obtain service and support for the Computer System. The Franchise Agreement does not limit the frequency or cost of these changes, upgrades, or updates. We estimate that the annual costs of required maintenance updates or upgrading or support contracts will be $1,000, but this cost could be significantly higher depending on the update or contract. We have no obligation to reimburse you for any Computer System costs. Within 120 days after you receive notice from us, you must obtain the components of the Computer System that we designate and ensure that your Computer System, as modified, is functioning properly.

We may require that you pay a reasonable fee or hire a third-party vendor for Computer System-related maintenance and support services including but not limited to installing, providing, supporting, modifying, and enhancing any hardware or software used in your Imo's Pizza business. If we require you to utilize the services of a third-party vendor, you may be required to pay them directly. If we or our affiliates license any proprietary software to you or otherwise allow you to use similar technology that we develop or maintain, then you must sign any software license agreement or similar instrument that we or our affiliates may require.

You will not install, or permit the installation, of any unauthorized software on your point-of-sale equipment or computer equipment without our prior express written consent. If we determine that unauthorized software or programs have been installed on your systems, you must

immediately remove them upon notice from us. You will use your point-of-sale system only in connection with the Imo's Pizza business and only according to System Standards.

You will have sole responsibility for: (1) acquisition, operation, maintenance, and upgrading of your Computer System; (2) the manner in which your Computer System interfaces with our computer system and those of other third parties; and (3) any and all consequences that may arise if your Computer System is not properly operated, maintained and upgraded. Neither we, any of our affiliates, or any third party has any obligation to provide ongoing maintenance, repairs, upgrades or update to the computer system.

The Computer System will store information about the items sold at your Imo's Pizza Restaurant, information about the inventory you purchase, customer data including contact information and lists, sales prices, taxes, fees, sales records, daily totals, and other types of data related to the operation of your Imo's Pizza Restaurant. All information stored on the Computer System is our property and we will have independent access to the Computer System and/or the right to download any and all information. There are no contractual limitations on our right to access and download this information. You must make sure that we have access to your point-of-sale system in the manner we require, at your expense.

We have established an online franchisee portal to provide you with access to an electronic version of the Operations Manual, marketing materials, other System materials and support, and for other purposes. We administer and maintain this portal, and we provide you and/or your managers with access to this portal. Subject to System Standards, we will continue to allow you or your managers to access this portal during the term of the Franchise Agreement, but we have the right to suspend your access to the portal if you are in Default of your Franchise Agreement. We may require you to use this portal for communications, reports, and other functions. The table of contents for the Operations Manual is attached as Exhibit G. Because the Operations Manual is maintained electronically, and consists of multiple links and documents, it is hard to estimate the exact page count.

Training

Our training program is delivered in three phases. The first phase is an initial training program that consists of about fifteen (15) hours of classroom training conducted over two (2) days at our corporate headquarters in St. Louis, Missouri, the "Initial Training." The Initial Training is offered periodically as we determine and also on an "as needed" basis for new franchisees. Either you or your General Manager must successfully complete this training at least 20 days before the opening of your Imo's Pizza Restaurant. You may send up to two (2) additional managers to this training as well. This training will occur in both an office and also a warehouse environment or at the location of our choice.

The second phase of training includes approximately eighty (80) hours of On-the-Job training conducted over five (5) days at a facility that we designate, the "Designated Facility Training." The Designated Facility Training will occur in a live restaurant environment and is offered on an "as needed basis" for new franchisees. Either you or your General Manager must successfully complete this training within fourteen (14) days prior to opening your Imo's Pizza Restaurant. You may send up to two (2) additional managers to this training as well.

The final phase of training includes approximately eighty (80) hours of On-the-Job training conducted over the first ten (10) days of operation at your Imo's Pizza Restaurant, the "Onsite Training." We will send at least one but no more than two Imo's Pizza trainer(s), in our sole discretion, to your first Imo's Pizza Restaurant to provide this final phase of training.

Although we do not currently charge for training, you will be responsible for all travel expenses, meals and accommodations incurred, either by us or by you, for any training programs that we provide to you. Additionally, we reserve the right to charge up to $300 per trainer per day for any Onsite Training we provide. Instructional materials will be provided at no additional cost to you and include printed materials, online content through the franchisee portal and POS knowledge center, and MS PowerPoint slides. Instructors/trainers will include, but are not limited to, Kim Myers, Tim Hendrix, Charles H. Guidici, Jr., and Jessica Imo. Kim Myers is an attorney with over 20 years of experience in Business and Franchise Law. She has worked specifically with Imo's Franchising, Inc., as both General Counsel and external counsel, since 2015. Tim Hendrix has led our Franchise Operations team for over 7 years. He has more than 25 years of relevant restaurant and management experience in our system. Charles H. Guidici, Jr. has served for 7 years as VP of Operations for Imo's Foods, Inc., an affiliated company, and also an active franchisee. He has over 35 years of relevant restaurant and management experience in our system. Jessica Imo is the Franchise Technology Liaison and also an active franchisee. She has over 10 years of relevant restaurant and management experience in our system and has served in her current role since 2016. Additionally, we reserve the right to charge up to $300 per trainer per day plus travel expenses, meals and accommodations for any Onsite Training, additional training, and ongoing training that you request or we deem necessary.

Our Initial Training Program consists of approximately 15 hours of training. This includes the requirement of a successfully completed Management Food Safety Course and Test (9 hours) from a vendor that is approved by Imo's Franchising Inc. The Management Food Safety Course must be completed by all trainees, off site and independently, prior to the start of the Initial Training Program. The Initial Training Program is as follows:

Initial Training Program

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Management Food Safety Course & Test	9 (Independent Training)	0	Off Site
Imo's Foods/Franchising Tour	1	0	St. Louis, Missouri
Introduction to Inventory Purchasing	.5	0	St. Louis, Missouri
Franchisee Portal	.5	0	St. Louis, Missouri
Operations Manual	2	0	St. Louis, Missouri
Marketing Overview	1	0	St. Louis, Missouri
POS/Technology - VENDORS Overview	1	0	St. Louis, Missouri
Total	15	0	

Our Designated Facility Training Program consists of approximately 45 hours of training as follows:

Designated Facility Training

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Opening Procedures	0	2	St. Louis, Missouri
Closing Procedures	0	2	St. Louis, Missouri
Cashier Position	0	2	St. Louis, Missouri
Phone Position	0	4	St. Louis, Missouri
Salad/Sandwich Position	0	7	St. Louis, Missouri
Pizza Position	0	10	St. Louis, Missouri
Driver Position	0	2	St. Louis, Missouri
Manager Position	0	16	St. Louis, Missouri
Total	0	45	

Our Onsite Training Program consists of approximately 80 hours of training as follows:

Onsite Training Program

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Store Set Up	0	6	Franchisee's Imo's Pizza Restaurant
Position Review	0	2	Franchisee's Imo's Pizza Restaurant
Customer Service	0	2	Franchisee's Imo's Pizza Restaurant
Inventory/SANA Review	0	2	Franchisee's Imo's Pizza Restaurant
Food Safety (Imo's Pizza Applicable	0	2	Franchisee's Imo's Pizza Restaurant
Pizza Making	0	12	Franchisee's Imo's Pizza Restaurant
Salad Making	0	4	Franchisee's Imo's Pizza Restaurant
Sandwich Making	0	4	Franchisee's Imo's Pizza Restaurant
Pasta Making	0	4	Franchisee's Imo's Pizza Restaurant
Appetizer/Desserts	0	2	Franchisee's Imo's Pizza Restaurant

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
POS Training Cont.	0	12	Franchisee's Imo's Pizza Restaurant
Driver Dispatch	0	2	Franchisee's Imo's Pizza Restaurant
Scheduling	0	2	Franchisee's Imo's Pizza Restaurant
Cleaning	0	6	Franchisee's Imo's Pizza Restaurant
Manager Duties	0	18	Franchisee's Imo's Pizza Restaurant
Total	0	80	

Item 12
Territory

Under the Franchise Agreement, you have the right to establish and operate one (1) ***Imo's Pizza*** outlet within a territory that will be defined after the location of your ***Imo's Pizza*** outlet is identified and approved by us (the "Territory"). You are required to find and obtain possession of a specific location for your Franchised Business that meets our site selection criteria and our approval. Your Territory is located in all or a portion of a listed town, city, or county, and is identified by a group of contiguous zip codes. The Territory is determined on an individual basis taking into account minimum numbers of households, average home prices and household incomes and/or daytime/nighttime populations. The franchise is for a specific location, not a specific area. The Territory will be identified on an attachment to the Franchise Agreement. We will not grant another franchise or open a company or affiliate-owned restaurant in the Territory. There is no specified size or population for a Territory. Each Territory is case-sensitive and based on, among other things, market size, demographics, shopping patterns, venue, and other factors unique to the location selected. If the Territory has not been designated when you sign the Franchise Agreement, we will designate a Territory shortly thereafter and a Territory Attachment will be included at that time. If you do not yet have a location at the signing of the Franchise Agreement, you will receive a non-exclusive site search area list as Attachment 3

There are certain limitations to your Protected Area rights and your rights are not exclusive. 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 we control. For example, although you will have a Protected Area, we retain the right, for ourselves, subsidiaries, our parent, and our affiliates, in our sole and absolute discretion, and without granting you any rights:

1) Except as set forth above, to operate and grant to others the right to operate Imo's Pizza restaurants or other restaurants using the System or the Marks at such locations which may compete with you and draw customers from the same area as the Restaurant and on such terms and conditions as we deem appropriate;

2) To acquire other companies, businesses and/or proprietary marks and to be acquired by others (in either case, regardless of the form of transaction, and even if the other business competes with you);

3) To operate, and grant to others the right to operate restaurants under other trade names, trademarks, service marks and commercial symbols different from the Marks, notwithstanding the fact that such restaurants may be the same as or similar to an Imo's Pizza restaurant or may be located in your Protected Area;

4) To sell products and services identified by the Marks or by other trademarks in any channel of distribution other than restaurants, including in grocery stores and other stores, and online, without geographical limitation; and

5) To own, operate or license others to operate Imo's Pizza restaurants at any site or location which is a non-traditional venue, even if located within the Protected Area, with such non- traditional venues including but not limited to (a) institutional settings, including airports, toll roads, travel plazas and other transportation facilities, colleges and universities, schools, hospitals, military facilities, governmental and municipal facilities, and office or in-plant food service facilities, (b) recreational settings, including, but not limited to, hotels, resorts, theme parks, fairs, stadiums, arenas, convention centers, casinos, public or private athletic fields, gas stations, public parks and beaches, or any other venue where a temporary recreational event is open to the public, (c) American Indian reservations, and (d) any venue in which food service is or may be provided by a master concessionaire or contract food service provider, including a shopping mall food court.

You are not allowed to relocate your Restaurant or open any additional locations in the Protected Area without first obtaining our written consent, which we may withhold at our discretion. Given the cost we will incur in connection with approving and supporting a relocation, if your relocation is approved, we will charge you a relocation fee of 50% of the then current Initial Franchise Fee, for the relocation. The Franchise Agreement you sign with us is for one Franchised Business only, operated out of the approved location. It doesn't grant you any right of first refusal. If you want to open more than one location, you must apply to us for a franchise agreement for the additional location(s). We will evaluate your application the same as we evaluate all franchise applications at that time. However, we offer qualified individuals development rights under a Multi-Unit Development Agreement to develop and operate a specified number of Franchised Businesses within certain specified Trade Areas under individual Franchise Agreements.

You may not make deliveries, whether directly, or through any third-party delivery platform, or offer catering services within the protected area of any other franchise or company-owned or affiliate-owned Imo's Pizza restaurant. Any franchisee may deliver within areas where no protected area for another Imo's Pizza restaurant exists; subject to your ability to properly service the area in a prompt, safe, and efficient manner and the delivered product always satisfies our quality standards. However, nothing shall be deemed to grant to you any protected delivery area outside of your Protected Area, and we are free to establish other franchise and/or company or affiliate- owned Imo's Pizza restaurant in areas that are not currently assigned. If other Imo's Pizza restaurants are established in areas that are not currently assigned, you must immediately

stop delivering in that area. The limitations on us are the same as on you and other franchisees – we may not make deliveries or offer catering services in the protected area of any franchisee. This does not mean that we, you, or other franchisees are restricted from soliciting or accepting orders from consumers in those protected areas, as long as the delivery is not in those protected areas, and no compensation would be paid to the franchisee whose protected area the order was solicited from. We do not allow you to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing to make or solicit sales.

We do not operate or franchise any business under a different trademark that sells goods or services that are similar to those you will offer.

Item 13
Trademarks

The Marks and the System are owned by us. There are no agreements in effect that significantly limit our rights to use or license the use of the Marks listed above in a manner material to the Franchises. The Franchise Agreement and your payment of Royalty Fees grant you the non-exclusive right and license to use the System, which includes the use of the proprietary Marks. You must use the Marks as we require. You may not use any of the Marks as part of your firm name, corporate name, or domain name. You may not use the Marks in the sale of unauthorized products or services or in any manner we do not authorize. You may not use the Marks in any advertising for the transfer, sale or other disposition of the Imo's Pizza Franchise or any interest in the franchise. All rights and goodwill from the use of the Marks accrue to us.

The following Marks used with the System are registered on the Principal Register with the United States Patent and Trademark Office ("USPTO").

Marks	*Filing or Registration Date*	*Serial or Registration No.*	*Status*
IMO'S® PIZZA	*December 27, 1988*	*1,518,522*	*Registered on the Principal Register*
"Original St. Louis Style Pizza"®	*December 29, 1992*	*1,743,792*	*Registered on the Principal Register*

Marks	Filing or Registration Date	Serial or Registration No.	Status
	November 21, 2023	7,226,394	Registered on the Principal Register
	November 21, 2023	7,226,378	Registered on the Principal Register
	December 11, 2018	5,626,565	Registered on the Principal Register
Imo's	November 27, 2018	1,518,522	Registered on the Principal Register
The Square Beyond Compare	January 25, 2000	2,311,817	Registered on the Principal Register
Egg-ceptional	December 7, 2004	2,908,808	Registered on the Principal Register

All required affidavits for the registered Marks have been filed. There are currently no effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court; no pending infringement, opposition or cancellation; and no pending material litigation involving the principal trademark. We are aware of another business

using the name "Imo's Cafe" in Farmer City, Illinois, but we are not aware that this business has sought federal registration for the mark. There are no other infringing uses of the Marks actually known to us that could materially affect your use of the Marks in this state or elsewhere.

You must follow our rules regarding use of the Marks. Any display of the Marks by you must be accompanied with notice of registration or claims by use of the symbols "®", "TM" or "SM" as required in the Manual. You must cooperate with us in maintaining registrations and prosecuting applications for the Marks, and in otherwise securing and preserving our rights in the Marks. The Marks may be used only in connection with the Imo's Pizza Restaurant, and may not be used in your corporate name or your legal name. The Marks may not be used in connection with any unauthorized product or service, or in any manner not expressly authorized by the Franchise Agreement. You must indicate to the public in any contract, advertisement and with a conspicuous sign in your Approved Location that you are an independently owned and operated licensed franchisee.

You must notify us promptly in writing of: (1) any adverse or infringing uses of the Marks (or names or symbols confusingly similar), our confidential information or other System intellectual property, and (2) any threatened or pending litigation relating to the Marks or System against (or naming as a party) you or us, of which you become aware. We will handle disputes with third parties concerning use of all or any part of the Marks or System in any manner we deem appropriate, in our sole discretion. You must cooperate fully and in good faith with us in our efforts to resolve these disputes. We may bring suit in your name or join you as a party to the relevant proceedings. We may resolve the matter by obtaining a license of the property at no expense to you, or by requiring that you discontinue using the infringing property or modify your use to avoid infringing the rights of others. We are not required to initiate suit against imitators or infringers who do not, in our sole opinion, have a material adverse impact on the Imo's Pizza Restaurants, and we are not required to initiate any other suit or proceeding to enforce or protect the Marks or System in a matter we do not believe, in our sole opinion, to be material.

We will defend you against any third-party claim, suit, or demand arising out of your use of the Marks in accordance with the Franchise Agreement and Manual. If we determine that you have used the Marks in accordance with the Franchise Agreement and Manual, we will bear the cost of your defense, including the cost of any judgment or settlement. If we determine that we have not used the Marks in accordance with the Franchise Agreement or Manual, you will bear the cost of, and reimburse us for, your defense, including the cost of any judgment or settlement. If there is litigation relating to your use of the Marks, you must sign any documents and do any acts as may be necessary, in our opinion, to carry out the defense or prosecution, including becoming a nominal party to any legal action. Except if the litigation is the result of your use of the Marks in a manner inconsistent with the terms of the Franchise Agreement or Manual, we will reimburse you for your out-of-pocket litigation costs in cooperating with us with respect to the litigation.

We reserve the right to substitute different proprietary marks for use in identifying the System, the business operating under them, and/or the services offered, if the Marks no longer can be used, or if we determine that substitution of different proprietary marks will be beneficial to the System. In these circumstances, the terms of the Franchise Agreement will govern the use of the substituted proprietary marks, and we will not compensate you for this substitution. You must

promptly implement any substitutions of this kind, at your expense. Any use of the Marks not authorized by the Franchise Agreement provisions will be deemed an infringement. You will have no right to license others to use the Marks.

Item 14
Patents, Copyrights and Proprietary Information

No patents or patents pending are material to the Franchise. We claim copyrights in the Manual, which contains trade secrets, advertising and marketing materials, the System Website, and similar items used in operating Imo's Pizza Restaurants. We have not registered these copyrights with the United States Registrar of Copyrights, but need not do so at this time to protect them. You may use these items only as we specify while operating your Imo's Pizza Restaurant (and must stop using them if we so direct you).

There are currently no effective adverse determinations of the USPTO, the Copyright Office (Library of Congress), or any court regarding the copyrighted materials. No agreement limits our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state. We need not protect or defend copyrights, although we intend to do so if in the System's best interests. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright.

Our Manual and other materials contain our confidential information (some of which constitutes trade secrets under applicable law). This information includes site selection criteria; training and operations materials; methods, formats, proprietary mixes and recipes, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating Imo's Pizza Restaurants; marketing and advertising programs for Imo's Pizza Restaurants; any computer software or similar technology that is proprietary to us or the System; knowledge of, specifications for, and suppliers of operating assets and other products and supplies; and knowledge of the operating results and financial performance of Imo's Pizza Restaurants other than your Imo's Pizza Restaurant.

All ideas, concepts, techniques, or materials concerning an Imo's Pizza Restaurant, whether or not they are protected intellectual property and whether created by and for you or your owners or employees, must be properly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works-made-for-hire for our use. To the extent that any item does not qualify as a "work-made-for-hire" for us, you must sign ownership of that item, and all related rights to that item, to us and must take whatever action, including executing and assignment agreement or other documents, that we request to show our ownership or to help us obtain intellectual property rights in the subject item(s).

You may not use our confidential information in an unauthorized manner. You must take reasonable steps to prevent its improper disclosure to others and use non-disclosure and non-competition agreements with those having access to such information. We may regulate the form of confidentiality agreement that you use and must be included as a third-party beneficiary with independent enforcement rights in that agreement.

Item 15
Obligation to Participate in the Actual Operation of the Franchise Business

We strongly recommend that you participate in the actual operation of the Imo's Pizza Restaurant. However, the Imo's Pizza Restaurant must at all times (i) be managed by you, or if you are an entity, by one of your owners who is a natural person with at least a 25% ownership interest and voting power in the entity ("Managing Owner") or (ii) employ a General Manager with significant restaurant management experience who will have principal operational responsibility for the Restaurant, and who will have satisfactorily completed our training program ("GM"). Additionally, you must employ on a full-time basis at least one (1) Manager, who has satisfactorily completed our training program ("Manager"). The GM, along with each Manager and other employees must have literacy and fluency in the English language sufficient to satisfactorily complete the training program, to communicate with employees, customers, and suppliers and to satisfactorily serve customers in the Restaurant. The Restaurant must be under the direct, on-premises supervision of either a Managing Owner, GM, or Manager at all times.

You will be solely responsible for (i) hiring, training and supervising efficient, competent and courteous employees of good character for the operation of the Restaurant; (ii) the terms of their employment and compensation; and (iii) the proper training of your employees in the operation of the Restaurant. We may, from time to time based upon our experience, provide you guidance in human resource matters such as hiring and scheduling. This guidance is provided as a resource only, and you will be entirely free to not adopt our suggestions, in your sole discretion.

Any and all Managing Owners, GMs, and Managers must sign the Confidentiality Agreement in a form prepared by you, but acceptable to us. All of your employees, independent contractors, agents or representatives that may have access to our confidential information must also sign the Confidentiality Agreement. If you are an entity, each owner (i.e. each person holding an ownership interest in you) must sign an owner's agreement, the form of which is attached to the Franchise Agreement as Exhibit C.

Under the Franchise Agreement, your owners, directors, officers, and the spouses of your owners will be required to sign a personal guaranty which is attached to the Franchise Agreement as Exhibit A.

Under the Multi-Unit Development Agreement you may create a special purpose franchisee entity for each Franchised Business and its related Franchise Agreement provided that (i) you retain 51% or more of the equity in the franchisee entity, (ii) the owners of the franchisee entity are approved by us and (iii) the owners of the franchisee entity and their spouses each execute the Owner's Guaranty and Owner's Acknowledgement. Your owners and their spouses must also sign the Owner's Guaranty under any Multi-Unit Development Agreement even if you are not setting up a special purpose entity.

If your Franchised Business is a legal entity, then you must designate a Principal Owner. The Principal Owner will be our contact person with your Franchised Business. The Principal Owner will have full authority to act on your entity's behalf in regard to performing, administering and amending the Frachise Agreement with us. The Principal Owner doesn't have to be the

majority owner of the Franchised Business and, while we recommend it, is also not required to participate in the initial training.

Item 16
Restrictions on What the Franchisee May Sell

You are required to offer for sale only products and services that have been approved and specified by us in writing. You may not offer for sale any products or services not specifically approved by us in writing and you may not use your Imo's Pizza Restaurant premises for any other purpose than the operation of an Imo's Pizza Restaurant and the sale of products and services approved by us. You must offer any products and/or services that we designate as required products and/or required services in the Manual. There are no limits on our ability to make changes to the products or services we require you to sell.

You must offer and sell all products and services that we periodically require for Imo's Pizza franchises. You may not offer to sell any products or perform any services that we have not authorized in writing. Our System Standards may regulate required and/or authorized products and services. We periodically may change required and/or authorized products and services. There are no limits on our right to do so.

You may not sell any items at wholesale or to any purchaser whom you know (or have reasonable grounds to suspect) intends to resell the items. You may sell your items and offer your services at any prices you determine and will in no way be bound by any price we recommend or suggest, but in determining your prices, you must consider the general image of the Imo's Pizza Restaurants and the System. If you offer any items at a price suggested by us, we do not guarantee that you will earn any level of revenues or profitability. Otherwise, except as provided in Item 12, we place no restrictions upon your ability to serve customers provided you do so from the Approved Location under our policies.

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Item 17
Renewal, Termination, Transfer and Dispute Resolution

The Franchise Relationship

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

Franchise Agreement

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	§ 1.1 § B of Data Schedule	10 years
b. Renewal or extension of the term	§ 2.1	Two 5-year renewal periods if you meet certain conditions
c. Requirements for franchisee to renew or extend	§ 2.1 § 2.2 § 2.3 § 2.4 § 2.5 § 2.6 § 2.7 § 2.8	Written notice, full compliance, sign then-current form of franchise agreement, sign release, maintain possession of Imo's Pizza Restaurant location, complete refurbishing, and others. You may be asked to sign a contract with materially different terms and conditions than your original contract, and the boundaries of your territory may change, and the fees on renewal will not be greater than the fees that we then impose on similarly situated renewing franchisees.
d. Termination by franchisee	Not applicable	You may seek to terminate your agreement with us under any grounds available to you by law.
e. Termination by franchisor without cause	Not applicable	
f. Termination by franchisor with cause	§ 16.2 § 16.3 § 16.4 § 16.5	We have the right to terminate your Franchise Agreement in certain circumstances.
g. "Cause" defined – curable defaults	§ 16.3 § 16.4 § 16.5	Ten (10) days to pay amounts owed and obtain required insurance, 30 days for all other defaults.
h. "Cause" defined – non-curable defaults	§ 16.2	Material misrepresentation; failure to open Imo's Pizza Restaurant within 12 months;

Provision	Section in Franchise Agreement	Summary
		bankruptcy; assignment for benefit of creditors; abandonment; felony conviction; unauthorized transfer; repeated violations; and others.
i. Franchisee's obligations on termination/non-renewal	§ 17.1	Return Manual; stop using System and Marks; pay amounts owed; de-identify; transfer telephone numbers and social media accounts; and others.
j. Assignment of contract by franchisor	§ 13.1	No restriction on our right to assign.
k. "Transfer" by franchisee - defined	§ 13.2	Transfer of interest in the Franchise Agreement, Imo's Pizza Restaurant, assets or you.
l. Franchisor approval of transfer by franchisee	§ 13.2	We have the right to approve any proposed transfer.
m. Conditions for franchisor approval of transfer	§ 13.4 § 13.5	Written notice; transferee qualifies; you are not in default; payment of transfer fee; transferor signs general release; transferee signs new franchise agreement; refurbish Imo's Pizza Restaurant; transferee successfully completes training program; and others.
n. Franchisor's right of first refusal to acquire franchisee's business	§ 13.3	We can match any written and verified offer.
o. Franchisor's option to purchase franchisee's business	§ 17.2 (3)	Upon expiration or termination, we can buy all or part of your assets.
p. Death or disability of franchisee	§ 13.6	Your personal representative must submit to us a proposal meeting the requirements of transfer within 6 months of your death or mental incompetence.
q. Non-competition covenants during the term of the franchise	§ 15.1 § 15.2	Prohibitions on diverting business to competitors, involvement in any similar business, soliciting employees.
r. Non-competition covenants after the franchise is terminated or expires	§ 15.1 § 15.2	Prohibitions on diverting business to competitors, involvement in any similar business for 2 years and within 25 miles of any Imo's Pizza Restaurant, soliciting employees.
s. Modification of the agreement	§ 20.2	We may modify the System and Manual – no modification of agreements unless in writing and signed (with exceptions).

Provision	Section in Franchise Agreement	Summary
t. Integration/merger clause	§ 20.1	Only the terms of the Franchise Agreement are binding (subject to applicable state law). Any representations or promises made outside disclosure document and franchise agreements may not be enforceable.
u. Dispute resolution by arbitration or mediation	§ 18.1 § 18.2 § 18.3	Except for certain claims, all disputes must be mediated and arbitrated.
v. Choice of forum	§ 19.2	City where our principal place of business is located – currently St. Louis, Missouri (subject to state law).
w. Choice of law	§ 19.1	Missouri (subject to state law).

Multi-Unit Development Agreement

Provision	Section in Multi-Unit Development Agreement ("MUDA")	Summary
a. Length of the franchise term	§ 4.1	Until the date we accept and execute a Franchise Agreement for the last of the Franchised Businesses you are to establish under your Development Schedule, or by the end of a set term for the MUDA.
b. Renewal or extension of the term	§ 4.2	There is no renewal right.
c. Requirements for franchisee to renew or extend	Not Applicable	
d. Termination by franchisee	§11.1	You can terminate if you have fully complied with your MUDA and we have materially failed to comply with it and do not correct the failure within 120 days of our receipt of your written notice.
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	§§ 11.2, 11.3, 11.4	We can only terminate if you are in default under your MUDA.
g. "Cause" defined – curable defaults	§§11.4, 14.4	Curable defaults have a 30 day cure period (10 days for payment default). If a force majeure delay exceeds 120 days, we can terminate the Agreement.
h. "Cause" defined – non-curable defaults	§§11.2, 11.3	We can terminate if: you make an assignment for benefit of creditors, you file a petition in

Provision	Section in Multi-Unit Development Agreement ("MUDA")	Summary
		bankruptcy or one is filed against you and not dismissed within 60 days, or if you file a petition in bankruptcy or a liquidator, trustee or similar officer is appointed for you, or you commit any act of bankruptcy, or you admit in writing your inability to pay debts as they become due; your assets are seized or you give a security interest without our prior written consent; you willfully or fraudulently misrepresent any factor or condition in any application or report to us; you die or become incapacitated (or if an entity, your principal owner dies or become incapacitated), and a permitted Transfer is not made; or you adversely affect the goodwill associated with the Licensed Marks or Imo's Pizza Restaurant. If you fail to meet the obligations of your development schedule, we may terminate your exclusive rights to your Multi-Unit Development area and then we can resell non-exclusive rights to that area. We may also reduce the size of Multi-Unit Development area or the number of Franchised Businesses to be developed, or we can terminate the MUDA for failure to meet the obligations of your development schedule. You can maintain any existing Franchised Businesses that are established by a Franchise Agreement as long as you comply with the terms of that Franchise Agreement.
i. Franchisee's obligations on termination/non-renewal	§11.6	You will have no right to establish or operate a Franchised Business for which a Franchise Agreement has not been executed at time of termination, except that if you have signed a lease by your expiration date, you can continue to open a Franchised Business within 4 months of a lease signing.
j. Assignment of contract by franchisor	§10.1	We can assign, transfer or otherwise dispose of or deal with the MUDA to anyone in our discretion. Upon transfer, we will be released from any liability under the MUDA.
k. "Transfer" by franchisee - defined	§ 10.2	"Transfer" means to directly or indirectly sell, divide, encumber, assign, hypothecate, mortgage, sublicense, transfer through bequest, inheritance, transfer in trust, divorce or operation of law or by any other means, or otherwise dispose of the rights granted under your MUDA, or any rights or privileges incidental to your MUDA, or any

Provision	Section in Multi-Unit Development Agreement ("MUDA")	Summary
		Franchised Business or any interest in it, or your rights or interest in your MUDA or by any of your owners of their ownership interest in you. Under no circumstances can you may make a transfer to one of our competitors, or to a person operating a Restaurant under a license or franchise from one of our competitors. We may adjust the agreed upon Royalty percentage under the transferred MUDA (or any Multi-Unit Area transferred) to the then current Royalty percentage at the time of the Transfer and require that the Transferee sign the then current form of MUDA which may include higher transfer, renewal and other fees than the transferred MUDA, including Transfer to other developers or franchisees in the network. All requested Transfers will incur a document review fee.
l. Franchisor approval of transfer by franchisee	§10.2	Our written approval is required for transfer to a third party, including transfers to other Imo's Pizza Restaurant developers, though we do not typically approve transfers to third parties.
m. Conditions for franchisor approval of transfer	§§10.2, 10.3	We have the right to approve or reject any transfer and do not typically approve transfers to third parties. We will only approve a transfer to a third party if the proposed transferee is acceptable to us, you are not in default of your MUDA or other agreement with us, you have paid all amounts due to us and your trade creditors, you sign a general release, you pay a transfer fee of $10,000 for the MUDA, and the transferee assumes all your rights and obligations under your MUDA. You can transfer to a corporation, limited liability company or other entity if you own 50% of the equity rights. Factors that we will consider when evaluating a prospective transferee include their business skill, financial capacity and personal character, experience developing health clubs, and their other business commitments.
n. Franchisor's right of first refusal to acquire franchisee's business	§10.4	We have a right of first refusal for 30 days to acquire your business if you get a bona fide written offer from a third party. There is a separate "right of first refusal" in your development territory if you do not develop Imo's Pizza Restaurants timely, but that is not a right to acquire your business.

Provision	Section in Multi-Unit Development Agreement ("MUDA")	Summary
o. Franchisor's option to purchase franchisee's business	Not Applicable	
p. Death or disability of franchisee	§10.5	On your death or incapacity (or on the death or incapacity of a principal Owner if you are an entity), your heirs or personal representatives can transfer your rights to a third party acceptable to us within 9 months of your death or incapacity
q. Non-competition covenants during the term of the franchise	§§9.1, 9.3, 9.4	Neither you or your Owners (if you are an entity) can own or be involved in a Competitive Business that offers Restaurant services competitive to those we offer, franchise or license. You and your Owners can own and/or operate other commercial businesses as long as they do not sell food or food products of any kind in your Multi-Unit Development Area or an adjacent multi-unit area.
r. Non-competition covenants after the franchise is terminated or expires	§§9.2, 9.3, 9.4	For 2 years after termination or expiration you and your owners (if an entity) cannot own or be involved in a Competitive Business within your Multi-Unit Development Area, or within 5 miles of any other Imo's Pizza Restaurant then in existence. The 1 year period is tolled if you are in breach of the covenant.
s. Modification of the agreement	§14.20	Modifications must be signed by both parties.
t. Integration/merger clause	§14.19	Only the terms of the MUDA are binding (subject to state law). Any representations or promises outside the disclosure document and MUDA may not be enforceable.
u. Dispute resolution by arbitration or mediation	§13.2	We each have the option of initiating a mediation proceeding under the American Arbitration Association Rules or other mediation service mutually agreed upon. Mediation will take place in the county and state where we have our principal place of business.
v. Choice of forum	§13.3	Litigation must be in any state court of general jurisdiction in the county or state, or in the U.S. District Court for the district, in which we have our principal place of business. You will submit to the jurisdiction of those courts. See State Addenda.
w. Choice of law	§14.12	Missouri law applies. See State Addenda.

Item 18
Public Figures

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

Item 19
Financial Performance Representations

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

As of December 31, 2025, there are 96 Imo's Pizza® Franchised stores. Imo's Franchising, Inc. does not own any Company-Owned stores. 95 of 96 Franchised stores operated for the full 52-week period ending December 31, 2025. We have prepared this financial performance representation to reflect the historical data of the Net Royalty Sales of 88 Imo's Pizza Franchised Stores, that were open during the 52-weeks of the fiscal year ending December 25th, 2025. This information does not include the performance of (i) any stores that were not open for the entire 52-week period in 2025, and (ii) non-traditional stores i.e., Gas Stations.

OPERATING RESULTS

Note: Net Royalty Sales is defined in Item 6, Note 1.

Chart 1 – Net Royalty Sales of Franchised Stores by Category

The following charts provide the average and median Net Royalty Sales on a category and cumulative basis, for the Top 25%, 50%, and 75%, and the Bottom 25%, 50% and 75% of the traditional Franchised Stores which were open for business for 52 weeks in each of our last four fiscal years.

2025				
	Top 25% of Franchise Stores	Top 50% of Franchise Stores	Top 75% of Franchise Stores	Total
No. of Stores in Category	22	44	66	88
Range of Net Royalty Sales in Category	$2,308,704.31-$1,426,908.16	$2,308,704.31-$1,153,172.99	$2,308,704.31-$969,378.11	$2,308,704.31-$637,475.38
Average Net Royalty Sales in Category	$1,713,872.51	$1,496,924.72	$1,346,672.45	$1,221,700.45
Median Net Royalty Sales in Category	$1,612,561.96	$1,426,908.16	$1,273,195.75	$1,153,172.99
No. of Stores Meeting or Exceeding the Average of Category	8	17	28	38
% of Stores Meeting or Exceeding the Average for Category	36.36%	38.64%	42.42%	43.18%

	Bottom 25% of Franchise Stores	Bottom 50% of Franchise Stores	Bottom 75% of Franchise Stores	Total
No. of Stores in Category	22	44	66	88
Range of Net Royalty Sales in Category	$963,573.22-$637,475.38	$1,124,743.57-$637,475.38	$1,424,052.16-$637,475.38	$2,308,704.31-$637,475.38
Average Net Royalty Sales in Category	$846,784.45	$946,476.19	$1,057,643.10	$1,221,700.45
Median Net Royalty Sales in Category	$857,541.01	$963,573.22	$1,047,184.68	$1,153,172.99
No. of Stores Meeting or Exceeding the Average of Category	13	23	30	38
% of Stores Meeting or Exceeding the Average for Category	59.09%	52.27%	45.45%	43.18%

2024				
	Top 25% of Franchise Stores	Top 50% of Franchise Stores	Top 75% of Franchise Stores	Total
No. of Stores in Category	22	44	66	88
Range of Net Royalty Sales in Category	$2,389,688.01-$1,442,770.20	$2,389,688.01-$1,159,719.05	$2,389,688.01-$973,763.63	$2,389,688.01-$701,816.70
Average Net Royalty Sales in Category	$1,755,107.50	$1,529,952.88	$1,380,074.20	$1,252,102.78
Median Net Royalty Sales in Category	$1,636,127.51	$1,437,341.27	$1,328,895.23	$1,156,647.38
No. of Stores Meeting or Exceeding the Average of Category	8	15	28	37
% of Stores Meeting or Exceeding the Average for Category	36.36%	34.09%	42.42%	42.05%

	Bottom 25% of Franchise Stores	Bottom 50% of Franchise Stores	Bottom 75% of Franchise Stores	Total
No. of Stores in Category	22	44	66	88
Range of Net Royalty Sales in Category	$973,224.92-$701,816.70	$1,153,575.70-$701,816.70	$1,431,912.33-$701,816.70	$2,389,688.01-$701,816.70
Average Net Royalty Sales in Category	$868,188.53	$974,252.69	$1,084,434.55	$1,252,102.78
Median Net Royalty Sales in Category	$869,919.39	$973,494.28	$1,079,761.42	$1,156,647.38
No. of Stores Meeting or Exceeding the Average of Category	11	21	32	37
% of Stores Meeting or Exceeding the Average for Category	50.00%	47.73%	48.48%	42.05%

2023				
	Top 25% of Franchise Stores	Top 50% of Franchise Stores	Top 75% of Franchise Stores	Total
No. of Stores in Category	23	46	68	91
Range of Net Royalty Sales in Category	$2,5717,38.49-$1,488,712.57	$2,5717,38.49-$1,243,122.77	$2,5717,38.49-$1,030,722.89	$2,5717,38.49-$724,059.62
Average Net Royalty Sales in Category	$1,839,518.71	$1,603,085.48	$1,447,950.60	$1,309,139.30
Median Net Royalty Sales in Category	$1,765,519.00	$1,488,712.57	$1,382,129.60	$1,243,122.77
No. of Stores Meeting or Exceeding the Average for Category	9	16	27	39
% of Stores Meeting or Exceeding the Average for Category	39.10%	34.80%	39.70%	42.90%

	Bottom 25% of Franchise Stores	Bottom 50% of Franchise Stores	Bottom 75% of Franchise Stores	Total
No. of Stores in Category	23	46	68	91
Range of Net Royalty Sales in Category	$724,059.62-$1,029,117.58	$724,059.62-$1,243,122.77	$724,059.62-$1,484,665.05	$724,059.62-$2,5717,38.49
Average Net Royalty Sales in Category	$898,740.65	$1,013,757.97	$1,129,746.26	$1,309,139.30
Median Net Royalty Sales in Category	$903,298.60	$1,029,117.58	$1,116,705.40	$1,243,122.77
No. of Stores Meeting or Exceeding the Average for Category	13	28	33	39
% of Stores Meeting or Exceeding the Average for Category	56.5%	60.9%	48.5%	42.9%

2022				
	Top 25% of Franchised Stores	Top 50% of Franchised Stores	Top 75% of Franchised Stores	Total
No. of Stores in Category	25	50	75	92
Range of Net Royalty Sales in Category	$2,644,349-$1,521,646	$2,644,349-$1,208,440	$2,644,349-$946,914	$$2,644,349-$759,871
Average Net Royalty Sales in Category	$1,850,290.00	$1,598,862.00	$1,430,015.00	$1,324,371.00
Median Net Royalty Sales in Category	$1,692,739.00	$1,505,173.00	$1,340,358.00	$1,240,592.00
No. of Stores Meeting or Exceeding the Average for Category	8	18	32	38
% of Stores Meeting or Exceeding the Average for Category	32%	36%	42.7%	41.1%

	Bottom 25% of Franchised Stores	Bottom 50% of Franchised Stores	Bottom 75% of Franchised Stores	Total
No. of Stores in Category	25	50	75	92
Range of Net Royalty Sales in Category	$759,871-$1,037,252	$759,871-$1,272,463	$759,871-$1,609,217	$759,871-$2,644,349
Average Net Royalty Sales in Category	$904,071.00	$1,035,979.00	$1,173,820.00	$1,324,371.00
Median Net Royalty Sales in Category	$931,501.00	$1,041,807.00	$1,176,299.00	$1,240,592.00
No. of Stores Meeting or Exceeding the Average for Category	14	26	38	38
% of Stores Meeting or Exceeding the Average for Category	56%	52%	50.6%	41.3%

Chart 2 – Number of Franchised Stores with Net Royalty Sales Over $1,000,000 by Year

The following chart provides information regarding the number of Franchised Stores with Net Royalty Sales over $1,000,000, by year for the 2022 through 2025 fiscal years.

-	2025	2024	2023	2022
Total Franchised Stores Reported	88	88	91	92
Franchised Stores over $1,000,000 in Sales	61	68	73	72
% of Franchised Stores to Total Reported	69.3%	77.2%	80.2%	78.3%

Chart 3 – Average Franchised Store Food and Labor Percentages – 2025

The following chart provides the average and median food/paper and labor costs as a percentage of Net Royalty Sales, of 33 Franchised Stores which were open for business for the 52 weeks in our fiscal year ended December 31, 2025.

025 - 33 LOCATIONS	FOOD/PAPER COSTS %	LABOR COST %
Average %	34.79%	34.79%
Median %	33.8%	34.2%
No. of Locations Meeting or Exceeding the Average	13	15
% of Locations Meeting or Exceeding the Average	39.4%	45.5%

We strongly advise you to conduct an independent investigation of this information and the opportunity to buy a franchise so that you can decide whether or not you think the franchise will meet your financial needs. Among other things, we recommend that you contact the current and former franchisees listed in this Disclosure Document and that you also consult with a qualified attorney, accountant, and other professional advisors before entering into any agreement with us. We suggest that you develop and review with your own professional advisors a pro forma cash projection regarding sales, costs, customer base, and business development for your own Imo's Pizza Store before you sign any agreement with us.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request. Some outlets have earned these amounts.

Your individual results may differ from the results stated in this financial representation. There is no assurance that you will earn as much.

The information in this Item 19 is an historic representation of the performance of our outlets. Other than the preceding financial performance representation in this Item 19, we do not make any representation about a franchisee's future financial performance or the past financial performance of 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 our management by contacting Kim Myers, General Counsel at 800 N 17th Street, St. Louis, MO 63106 (314-571-5119), the Federal Trade Commission, and the appropriate state regulatory agencies.

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Item 20
Outlets and Franchisee Information

TABLE NO. 1
Systemwide Outlet Summary For Years 2023 To 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	99	98	-1
	2024	98	95	-3
	2025	95	96	1
Company-Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	2023	99	98	-1
	2024	98	95	-3
	2025	95	96	1

TABLE NO. 2
Transfers of Outlets from Franchisees to New Owners (other than Franchisor) For Years 2023 To 2025

State	Year	Number of Transfers
Missouri	2023	9
	2024	4
	2025	3
Illinois	2023	1
	2024	0
	2025	1
Total Outlets	2023	10
	2024	4
	2025	4

TABLE NO. 3
Status of Franchised Outlets
For Years 2023 To 2025*

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
MO	2023	82	0	0	0	0	1	81
	2024	81	0	0	0	0	1	80
	2025	80	1**	0	0	1**	0	80
IL	2023	15	0	0	0	0	0	15
	2024	15	0	0	1	0	1	13
	2025	13	1	0	0	0	0	14
KS	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Total	2023	99	00	0	0	0	1	98
	2024	98	0	0	1	0	2	95
	2025	95	2	0	0	1	0	96

***** Locations listed that were sold between 2003 and February 2024 were sold on in reliance on state and federal exemptions from registration and disclosure laws.

** The location was both acquired by us and resold to another franchisee in 2025.

TABLE NO. 4
Status of Company-Owned Outlets
For Years 2023 To 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
MO	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	1*	1*	0
Total	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	1	1	0

* The location was both acquired by us and resold to another franchisee in 2025.

TABLE NO. 5
Projected Openings as of December 31, 2025

State	Franchise Agreement Signed But Outlet Not Opened	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets In The Next Fiscal Year
Tennessee	1	1	0
Total	**1**	**1**	**0**

Attached as **Exhibit B** is a list of the names of all franchisees and their addresses and telephone number of all their outlets as of December 31, 2025.

Attached as **Exhibit B** is a list of the name, city and state and current business telephone number or last known home telephone of every franchisee who, in our most recent full fiscal year end; had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily closed to do business under the Franchise Agreement; or has not communicated with us within 10 weeks of this disclosure document's issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Confidentiality Clauses

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experiences with the Imo's franchise system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

Franchise Advisory Council

There is no trademark specific franchisee organization for the Imo's franchise system.

Item 21
Financial Statements

The audited financial statements of Imo's Guaranty Corp as of December 31, 2025 are attached to this Franchise Disclosure Document as **Exhibit C**. If required by state law, unaudited financial statements of a more recent date are also included in **Exhibit C**.

Item 22
Contracts

The following agreements are attached to this Franchise Disclosure Document:

(a) Franchise Agreement - **Exhibit D**

(b) Multi-Unit Development Agreement – **Exhibit E**

(c) State FDD Addenda and Agreement Riders - **Exhibit F**

Item 23
RECEIPT

The last 2 pages of this Disclosure Document are receipt pages (**Exhibit I**). Please date and sign both copies immediately upon receipt. Detach the last page and return to us promptly upon execution. Retain the other copy of the receipt page for your records.

Exhibit A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

State Administrator and Agents for Service of Process:
Commissioner Department of Financial Protection and Innovation
320 W. 4th Street, #750
Los Angeles, CA 90013
(213) 576-7500
(866) 275-2677

HAWAII

Commissioner of Securities
of the State of Hawaii
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

Agents for Service of Process:
Commissioner of Securities
of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

ILLINOIS

Illinois Attorney General
Chief, Franchise Division
500 S. Second Street
Springfield, IL 62706
(217) 782-4465

INDIANA

Secretary of State
Securities Division
Room E-018
302 W. Washington Street
Indianapolis, IN 46204
(317) 232-6681

MARYLAND

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

Agents for Service of Process:
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020

MICHIGAN

Michigan Department of Attorney General
Consumer Protection Division
525 W. Ottawa Street
Lansing, MI 48913
(517) 373-7117

MINNESOTA

Department of Commerce
Commissioner of Commerce
85 Seventh Place East, #500
St. Paul, MN 55101-3165
(651) 539-1600

NEW YORK

Administrator:

Office of the New York Attorney General
Investor Protection Bureau
Franchise Section
120 Broadway, 23rd Floor
New York, NY 10271-0332
(212) 416-8236 (Phone)
(212) 416-6042 (Fax)

Agents for Service of Process:

Secretary of State
99 Washington Avenue
Albany, NY 12231-0001
(518) 473-2492

NORTH DAKOTA

North Dakota Insurance & Securities Department
600 E. Boulevard Avenue
Bismarck, ND 58505-0510
(701) 328-2910

RHODE ISLAND

Department of Franchise Regulation
1511 Pontiac Avenue
John O. Pastore Complex, Bldg. 69-1
Cranston, RI 02920
(401) 462-9527

SOUTH DAKOTA

Department of Labor and Regulation Division of Securities
124 South Euclid, Suite 104
Pierre, SD 57501
(605) 773-4823

VIRGINIA

State Corporation Commission
Division of Securities and Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, VA 23219

Agent for Service of Process:

Clerk of the State Corporation Commission
1300 E. Main Street, 1st Floor
Richmond, VA 23219

WASHINGTON

Department of Financial Institutions Securities Division
150 Israel Road SW
Tumwater, WA 98501
(360) 902-8760

WISCONSIN

Department of Financial Institutions
Division of Securities
201 W. Washington Avenue
Madison, WI 53703
(608) 266-3364

EXHIBIT B

CURRENT FRANCHISEES AS OF DECEMBER 31, 2025

Exhibit B
Current Franchisees as of December 31, 2025

Note: In the past three fiscal years, some franchisees have signed confidentiality clauses. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Imo's Pizza System. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE
Troy Pizza, Inc.	201 S. Belt E	Belleville	Illinois	62220	618-233-4667
Werle Pizza, Inc.	4801 W Main St	Belleville	Illinois	62220	618-277-6024
KJL Pizza, Inc.	1282 Camp Jackson Rd	Cahokia	Illinois	62206	618-332-0844
Collinsville Pizza, Inc.	1600 N Keebler Ave	Collinsville	Illinois	62234	618-346-5300
KBW Pizza, Inc.	1450 N Evergreen Ln	Columbia	Illinois	62236	618-281-5552
Edwards Pizza, Inc.	1031 Century Drive	Edwardsville	Illinois	62025	618-655-3300
American Eagle Pizza, Inc.	10791 Lincoln Trail	Fairview Heights	Illinois	62208	618-397-3000
Bluff City Pizza, Inc.	2704 Godfrey Rd	Godfrey	Illinois	62035	618-466-8899
V&R Granite City Pizza, Inc.	3361 Fehling Rd	Granite City	Illinois	62040	618-877-4667
Highland Pizza Inc.	2625 Plaza Dr	Highland	Illinois	62249	618-882-4400
O'Fallon Pizza, Inc.	705 Cambridge Blvd	O'Fallon	Illinois	62269	618-632-2255
New Troy Pizza Inc.	631 Edwardsville Rd	Troy	Illinois	62294	618-505-7373

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE
Waterloo Pizza, Inc.	654 N Market St	Waterloo	Illinois	62298	618-939-9565
CBPM Inc.	2561 Vaughn Rd	Wood River	Illinois	62095	618-258-0011
Commodore Collective LLC	4200 Rainbow Blvd	Kansas City	Kansas	66103	913-677-4667
Commodore Holding Inc.	11552 West 135th St	Overland Park	Kansas	66221	913-529-4667
Mackenzie Pizza Inc.	9417 Gravois Rd	Affton	Missouri	63123	314-631-0000
Ben's Richardson Pizza, Inc.	2000 El Lago Dr	Arnold	Missouri	63010	636-464-3200
Jeffco Pizza, Inc.	600 Jeffco Blvd	Arnold	Missouri	63010	636-296-7790
Terri's Pizza, Inc.	15523 Manchester Rd	Ballwin	Missouri	63011	636-227-8282
Bridgeton Pizza, Inc.	11911 St. Charles Rock Rd	Bridgeton	Missouri	63044	314-291-6377
Pajco, Inc.	1008 N Kingshighway St	Cape Girardeau	Missouri	63701	573-334-3993
KV Chesterfield I, LLC	1717 Clarkson Rd	Chesterfield	Missouri	63017	636-537-0011
The Bottoms Pizza Inc	17287 Wildhorse Creek Rd	Chesterfield	Missouri	63005	636-532-4667
TCC Pizza, Inc.	8337 Maryland Ave	Clayton	Missouri	63105	314-862-4667
DJK Pizza, Inc.	601 Business Loop 70 W	Columbia	Missouri	65203	573-886-7373

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE
Christopher Pizza, Inc.	9600 Watson Rd	Crestwood	Missouri	63126	314-270-4445
JLV Pizza East, LLC	11369 Olive Blvd	Creve Coeur	Missouri	63141	314-432-4667
JLV Pizza West, LLC	12428 Olive Blvd	Creve Coeur	Missouri	63141	314-878-9200
Winghaven Pizza LLC	7425 Hwy N	Dardenne Prairie	Missouri	63368	636-625-3001
66 Pizza, Inc	12034 Manchester Rd	Des Peres	Missouri	63131	314-966-6911
BSPP, LLC	617 N Cowling Ave	Desloge	Missouri	63601	573-518-1000
TMV Diversified Industries, Inc. #2	1 Jefferson Square	Desoto	Missouri	63020	636-586-1818
South East Pizza, Inc.	167 Eureka Towne Center Dr	Eureka	Missouri	63025	636-587-3939
Karsch Road Pizza, Inc.	552 Walmart Dr	Farmington	Missouri	63640	573-756-9100
David Stephen Group, Inc.	133 Fiedler Lane	Fenton	Missouri	63026	636-349-3399
Airport Pizza, Inc.	510 Airport Rd	Ferguson	Missouri	63135	314-522-9000
Ben's Festus Pizza, Inc.	1176 Gannon Dr	Festus	Missouri	63028	636-933-4008
Digits Pizza Inc.	6823 Parker Rd	Florissant	Missouri	63033	314-355-8888
Florissant Img Pizza Inc	1939 Washington St	Florissant	Missouri	63033	314-830-2400
Vaile Pizza, Inc.	15281 New Halls Ferry Rd	Florissant	Missouri	63031	314-831-0000

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE
JTK Pizza	7541 N Lindberg Blvd	Hazelwood	Missouri	63042	314-837-0707
Brennan Pizza, Inc.	1870 Little Brennan Rd	High Ridge	Missouri	63049	636-376-9999
TMV Diversified Industries, Inc.	10814 Hwy 21	Hillsboro	Missouri	63050	636-789-4667
Midwest St. Louis LLC	2099 Old Missouri Highway 21	Imperial	Missouri	63052	636-287-3102
Pajco, Inc.	2684 E Main St	Jackson	Missouri	63755	573-204-4541
J&S MC Pizza, Inc.	706 Missouri Blvd	Jefferson City	Missouri	65109	573-636-4900
Mijoy Pizza, Inc.	215 S Kirkwood Rd	Kirkwood	Missouri	63122	314-966-3666
LSL Pizza LLC	3449 Technology Dr	Lake St. Louis	Missouri	63367	636-265-6262
L&L Pizza, Inc.	2600 S Big Bend Blvd	Maplewood	Missouri	63143	314-647-3468
JLV Pizza 3, LLC	1918 Mckelvey Rd	Maryland Heights	Missouri	63043	314-434-5959
North Oaks Pizza, Inc.	129 North Oaks Plaza	North Woods	Missouri	63121	314-389-1122
Coco Properties	625 N Main St	O'Fallon	Missouri	63366	636-272-4667
Libra, Inc.	2756 Hwy K	O'Fallon	Missouri	63368	636-281-4667
2nd Gen Pizza, Inc.	10641 Page Ave	Overland	Missouri	63132	314-429-4877
Osage 66 Pizza Inc.	305 Hoven Dr	Pacific	Missouri	63069	636-257-4667
Pajco, Inc.	2020 Lake Dr	Perryville	Missouri	63775	573-768-3126

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE
Pajco, Inc.	3111 Oak Grove Rd	Poplar Bluff	Missouri	63901	573-413-2492
Rolla Pizza 1, Inc.	632 S Bishop Ave	Rolla	Missouri	65401	573-341-8484
Pajco, Inc.	3508 Nash Rd	Scott City	Missouri	63780	573-334-7694
Pajco, Inc.	1061 S Main St	Sikeston	Missouri	63808	573-931-8282
J&S Pizza	600 S Pickwick Ave	Springfield	Missouri	65802	417-862-1222
Pizza of Springfield	636 W Republic Rd	Springfield	Missouri	65807	417-886-4667
DTM Pizza, Inc.	10070 St. Charles Rock Rd	St. Ann	Missouri	63114	314-423-4050
KV St. Charles I, LLC	3742 Elm St	St. Charles	Missouri	63301	636-724-4667
KV St. Charles II, LLC	2160 1st Capitol Dr	St. Charles	Missouri	63301	636-946-5040
20 And Washington Pizza, Inc.	1701 Delmar	St. Louis	Missouri	63103	314-241-6000
Ben's Pizza, Inc.	3422 S. Jefferson Ave	St. Louis	Missouri	63118	314-865-2127
City Plaza Pizza, Inc.	3441 Union Blvd	St. Louis	Missouri	63115	314-389-4000
Delor Pizza, Inc.	4780 S Spring Ave	St. Louis	Missouri	63116	314-752-6565
Eureka Pizza, Inc.	3810 Lemay Ferry Rd	St. Louis	Missouri	63125	314-487-4667
Halls Ferry Pizza, Inc.	1192 Riverview Blvd	St. Louis	Missouri	63147	314-867-9200
Highway 21 Pizza, Inc.	13015 Tesson Ferry Rd	St. Louis	Missouri	63128	314-842-3868

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE
J&A Pizza, Inc.	5806 Hampton Ave	St. Louis	Missouri	63109	314-832-9677
J&G Pizza, Inc.	1000 Hampton Ave	St. Louis	Missouri	63139	314-644-5480
JLC - Chambers Pizza Inc.	10010 Halls Ferry Rd	St. Louis	Missouri	63136	314-388-4667
Lemay Pizza, Inc.	721 Lemay Ferry Rd	St. Louis	Missouri	63125	314-912-4667
Mehlville Pizza, Inc.	4479 Forest Park Ave	St. Louis	Missouri	63108	314-535-4667
Oakville Pizza, Inc.	6197 Telegraph Rd	St. Louis	Missouri	63129	314-293-4667
R & R Pizza, Inc.	904 S 4th St	St. Louis	Missouri	63102	314-421-4667
T&M Pizza, Inc.	8951 Natural Bridge Rd	St. Louis	Missouri	63121	314-427-4141
Tower Grove Pizza, Inc.	3222 Morganford Rd	St. Louis	Missouri	63116	314-773-1977
KV St. Peters I, LLC	4157 N St. Peters Pkwy	St. Peters	Missouri	63304	636-928-8272
KV St. Peters II, LLC	312 Jungermann Rd	St. Peters	Missouri	63376	636-441-4667
St Pete Pizza LLC	421 Mid Rivers Mall Dr	St. Peters	Missouri	63376	636-278-4667
DCMA Enterprises LLC	678 Sycamore Dr	Sullivan	Missouri	63080	573-860-4667
S&J Investco, LLC	55 The Plaza	Troy	Missouri	63379	636-528-9567
FFBB Pizza, Inc.	1346 Big Bend Sq	Twin Oaks	Missouri	63021	636-225-8000
Denmark Pizza, Inc.	1612 Denmark Rd	Union	Missouri	63084	636-583-4667

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE
M&M Pizza, Inc.	8437 Olive Blvd	University City	Missouri	63130	314-997-1444
U.C. Pizza, Inc.	6845 Olive Blvd	University City	Missouri	63130	314-726-1800
War Pizza LLC	609 State Hwy 47	Warrenton	Missouri	63383	636-456-3005
Clocktower Pizza, Inc.	1104 Washington Sq	Washington	Missouri	63090	636-390-4667
Webster Pizza, Inc.	8115 Big Bend Blvd	Webster Groves	Missouri	63119	314-962-3666
BAC Pizza, Inc.	1127 W Pearce Blvd	Wentzville	Missouri	63385	636-639-1000
D.A.I. Pizza	16447 Village Plz View Dr	Wildwood	Missouri	63011	636-458-9000

Exhibit B-1
Franchisees with Unopened Outlets as of December 31, 2025

Pizza Strong LLC (Location TBD in metro Kansas City)

Exhibit B-2
Former Franchisees

The name, city, state, and phone number of every Imo's Pizza Franchise transferred, terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during the period January 1, 2025 to December 31, 2025, or who has not communicated with us within ten (10) weeks of the Issuance Date of this Franchise Disclosure Document are listed below. If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System. Note: In the past three fiscal years, some franchisees have signed confidentiality clauses. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Imo's Pizza System. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

Columbia, MO:
DJK Pizza, inc.
Doug & Jamie Dickherber
207 Boone Hollow Drive
Wentzville, MO 63385
573-673-1205

Crestwood, MO:
Christopher Pizza, Inc.
Carl Imo* (Carl still has ownership in one location)
408 Avalon View Ct.
Fenton, MO 63026
(314) 757-5448

Maplewood, MO:
Maplewood Pizza, Inc.
Ben and Kate Stratton
10253 Eddingham Terrace
St. Louis, MO 63128
314-971-1268

Highland IL:
Highland Pizza, Inc.* (2 existing multi-unit franchisees/partners sold to another existing franchisee)

Gregory & Crystal Wissmann
2968 Spring Water Drive
St. Louis, MO 63129
314-712-0054

Cherie & Steven Boyd
1922 Basil Drive
St. Louis, MO 63125

EXHIBIT C

FINANCIAL STATEMENTS

IMO'S GUARANTY CORP.

FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITORS' REPORT
YEARS ENDED DECEMBER 31, 2025 AND 2024

Contents

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Statements of Income	4
Statements of Stockholder's Equity	5
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Notes to Financial Statements	7 - 8

Independent Auditors' Report

Board of Directors
Imo's Guaranty Corp.
St. Louis, Missouri

Opinion

We have audited the accompanying financial statements of Imo's Guaranty Corp. (a Missouri Corporation), which comprise the balance sheets as of December 31, 2025 and 2024, and the related statements of income, stockholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Imo's Guaranty Corp. as of December 31, 2025 and 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Imo's Guaranty Corp.'s internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Imo's Guaranty Corp.'s ability to continue as a going concern for a reasonable period of time.

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

Anders Minkler Huber & Helm LLP

April 15, 2026
St. Louis, Missouri

Imo's Guaranty Corp.
Balance Sheets
December 31, 2025 and 2024

Assets

	2025	2024
Cash	$ 210,303	$ 207,049
Total Assets	$ 210,303	$ 207,049

Liabilities and Stockholder's Equity

Stockholder's Equity		
Common stock, $1 par value		
Authorized - 30,000 shares		
Issued and Outstanding - 500 shares	$ 500	$ 500
Additional paid-in capital	199,500	199,500
Retained earnings	10,303	7,049
Total Stockholder's Equity	$ 210,303	$ 207,049

Imo's Guaranty Corp.
Statements of Income
Years Ended December 31, 2025 and 2024

	2025	2024
Revenue	$ -	$ -
Cost of Revenue	-	-
Gross Profit	-	-
Selling, General, and Administrative Expenses	3,875	-
Other Income		
Interest income	7,129	7,049
Total Other Income	7,129	7,049
Net Income	$ 3,254	$ 7,049

Imo's Guaranty Corp.
Statements of Stockholder's Equity
Years Ended December 31, 2025 and 2024

	Common Stock	Additional Paid-in Capital	Retained Earnings	Total Stockholder's Equity
December 31, 2023	$ 500	$ 199,500	$ -	$ 200,000
Net income	-	-	7,049	7,049
December 31, 2024	500	199,500	7,049	207,049
Net income	-	-	3,254	3,254
December 31, 2025	$ 500	$ 199,500	$ 10,303	$ 210,303

Imo's Guaranty Corp.
Statements of Cash Flows
Years Ended December 31, 2025 and 2024

	2025	2024
Cash Flows From Operating Activities		
Net income	$ 3,254	$ 7,049
Net Cash Provided by Operating Activities	3,254	7,049
Net Increase in Cash	3,254	7,049
Cash, Beginning of Year	207,049	200,000
Cash, End of Year	$ 210,303	$ 207,049

Imo's Guaranty Corp.
Notes to Financial Statements
Years Ended December 31, 2025 and 2024

1. Nature of Operations and Basis of Presentation

Nature of Operations

Imo's Guaranty Corp. (“Company”), a Missouri Corporation, was incorporated on August 10, 2023 to guarantee the obligations of Imo’s Franchising, Inc. to its franchisees under the terms of its franchise agreements.

Basis of Presentation

The accompanying financial statements have been prepared in accordance with the provisions of the Financial Accounting Standards Board ("FASB"), Accounting Standards Codification (the "FASB ASC"), which is the source of authoritative, nongovernmental accounting principles generally accepted in the United States of America ("GAAP"). All references to authoritative accounting guidance contained in our disclosures are based on the general accounting topics within the FASB ASC.

2. Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Fair Value Measurements

The Company follows guidance issued by the FASB on fair value measurements, which establishes a framework for measuring fair value, clarifies the definition of fair value within that framework, and expands disclosures about the use of fair value measurements. This guidance applies whenever fair value is the applicable measurement. The carrying amount of cash approximates fair value.

Income Taxes

The stockholder of the Company elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Earnings and losses after the date of election are included in the income tax return of the stockholder. Accordingly, the financial statements do not include a provision for income taxes.

The Company is required to evaluate tax positions taken (or expected to be taken) in the course of preparing the Company’s tax returns and recognize a tax liability if the Company has taken an uncertain tax position that more likely than not would not be sustained upon examination by the applicable taxing authorities. The Company has analyzed the tax positions taken and has concluded that as of December 31, 2025 and 2024, there are no uncertain tax positions taken, or expected to be taken, that would require recognition of a liability or disclosure in the financial statements.

If applicable, the Company recognizes interest and penalties related to unrecognized tax liabilities in the statements of income.

Management is required to analyze all open tax years, as defined by the Statute of Limitations, for all major jurisdictions, including federal and certain state taxing authorities. The Company is no longer subject to U.S. federal, or state and local income tax examinations by taxing authorities for years before 2022.

Subsequent Events

The Company has evaluated subsequent events through April 15, 2026, the date the financial statements were available to be issued.

3. Related Party Transactions

The Company is a wholly-owned subsidiary of Imo's Holding Company. Imo's Franchising, Inc. is also a wholly-owned subsidiary of Imo's Holding Company. The Company guarantees the performance obligations of Imo's Franchising, Inc., to its franchisees under the terms of each agreement, which generally have a five year term, with one five year option to renew. The Company is not aware of any violations of Imo's Holding Company's performance obligations to their franchisees and considers the likelihood of these guarantees being called upon to be remote.

4. Concentration of Credit Risk

Financial instruments, which potentially subject the Company to concentrations of credit risk, consist of cash. The Company maintains its cash with one financial institution. Deposits at this bank are insured by the Federal Deposit Insurance Corporation up to $250,000. At December 31, 2025, there was no balance in excess of the federally insured limit at this bank.

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GUARANTEE OF PERFORMANCE

For value received, IMO'S GUARANTY CORP., a Missouri corporation (the "Guarantor"), located at 800 N. 17th Street, St. Louis, MO 63106, absolutely and unconditionally guarantees to the duties and obligations of IMO'S FRANCHISING, INC., a Missouri corporation located at 800 N. 17th Street, St. Louis, MO 63106 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2026 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at St. Louis, Missouri on the Apr 27, 2026 **.**

Guarantor:

IMO'S GUARANTY CORP., a Missouri corporation

By: Signed by: Matt Pudlowski 4453BD0CE2CD49E... **Matt Pudlowski, Treasurer**

Exhibit D

FRANCHISE AGREEMENT

IMO'S FRANCHISING, INC.

FRANCHISE AGREEMENT

With

For

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FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement" or "Franchise "Agreement") is made and entered into to be effective as of _____[Effective Date] (the "Agreement Date"), by and between **IMO'S FRANCHISING,** INC., a Missouri corporation whose principal address is 800 N. 17th Street, St. Louis, Missouri 63106, and [Franchisee Name], a [insert state of organization and type of entity]whose principal address is _____. For purposes of simplicity, we will sometimes refer to Imo's Franchising, Inc. as "us," "we," "Franchisor," or "Imo's Pizza" and we will sometimes refer to you as "you" or "Franchisee."

CONTRACT DATA SCHEDULE

A. Location of the Restaurant (the "Premises"):

_____

(number) (street) (city or town) (state) (zip code)
(the "Restaurant").

B. Term: Ten (10) year term, until _____[Ending Date].

C. Protected Area: See Protected Area on Exhibit H

D. Franchise Fee: _____

E. Royalty Fee Rate: 4% of Net Sales

F. Brand Development Fund Fee Rate: Up to a maximum of TWO percent (2.00%) of Net Sales

G. Initial Refurbishment Date: _____and every five (5) years thereafter.

H. Date Restaurant Transferred: [Enter date, if applicable]

I. Riders:

[ ]	Exhibit A	Guaranty and Assumption of Franchisee's Obligations
[ ]	Exhibit B	Certificate by Franchisee Entity
[ ]	Exhibit C	Confidentiality Agreement
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BACKGROUND

Through expenditure of considerable time, skill, effort and money, we have developed a system for establishing, operating and licensing distinctive, high-quality restaurants serving the public under the name "Imo's Pizza® and/or "Imo's®". The distinguishing features of the Imo's Pizza system include but are not limited to the "Imo's Pizza" and "Imo's" names and trademarks; distinctive exterior and interior design, decor, color and identification schemes and furnishings established pursuant to our plans and specifications for construction, remodeling, decorating, equipment and layout; confidential food formulas, recipes, and specifications used in the preparation of food products (including pizza, pasta, appetizers, salads, sandwiches, desserts and related food products); and our distinctive business formats, construction plans, inspection and consultation programs, signs, equipment, layouts, methods, specifications, standards, confidential information, trade secrets, operating manuals and procedures, training programs and materials, franchisee web portals, websites and related materials, designs, brand standards, advertising, publicity, and marketing programs, and other materials which we may modify from time to time (collectively, as amended from time to time, the "System").

We own, use, promote and license certain trade names, trademarks, service marks, logos, emblems, commercial symbols, trade dress and other indicia of origin, including colors, and applications related thereto, including but not limited to "Imo's Pizza®"and "Imo's®" (collectively, as amended from time to time, the "Marks"), and the confidential information, copyrights and business formats, procedures and standards which comprise the System. We may change, modify or improve the System to enhance the operations of Imo's Pizza restaurants. All improvements and additions you, we or anyone else, make to the System will become our sole property.

NOW, THEREFORE, in reliance upon and in consideration of the above facts, which are incorporated in this Agreement, and the terms and conditions set forth below, the parties agree as follows.

1. GRANT OF LICENSE

1.1 GRANT OF LICENSE; TERM.

Subject to the provisions of this Agreement, we grant to you a license (the "License") to own and operate an Imo's Pizza restaurant (the "Restaurant") at the location described in Item "A" of the Contract Data Schedule of this Agreement (the "Premises"), and to use the System and the Marks in operating the Restaurant, for the term described in Item "B" of the Contract Data Schedule of this Agreement (the "Term"), unless this Agreement is sooner terminated as provided in Section 16 of this Agreement. Termination or expiration of this Agreement will constitute a termination or expiration of the License.

The License is specific to this one location only. You may not conduct your business pursuant to this Agreement from any location other than the Premises and you may not sell or offer any Imo's Pizza products from any satellite location, temporary location, cart, or kiosk. You may provide food catering and delivery services from the Premises inside your Protected Area. However, you may not provide food catering and delivery services outside your Protected Area unless approved or specified by Franchisor in prior writing.

(1) *Commencement*. The term of this Agreement begins on the date hereof, but the License shall only commence upon the occurrence of all of the following conditions prior to the initial opening or the transfer of the Restaurant, as the case may be:

(a) Selection and Acceptance of the Premises. The Premises must have been selected by you and approved by us. If you have selected an area in which to locate your

Restaurant but not a specific location, then you must select a specific location to serve as the Premises, which location must be accepted by us in our sole discretion. Upon your selection and our acceptance of a location, the Premises location shall be added to Item "A" of the Contract Data Schedule of this Agreement.

(b) Control of the Premises. You must have the exclusive right to occupy the Premises for use as an Imo's Pizza restaurant for the duration of the Term, whether you own the Premises or lease the Premises from a third-party landlord or from us or from one of our affiliates (the "Lease"). Any Lease from a third-party landlord must include our Lease Addendum attached hereto as Exhibit E.

(c) New Restaurant. If you are opening a new Imo's Pizza restaurant, you must comply with all our requirements relating to development and construction of new Imo's Pizza restaurants.

(d) Training. You and your Restaurant Managers must successfully complete our then-current required training program at our training restaurants and center, at locations from time to time designated by us. We may, in our sole discretion, modify this requirement, in whole or in part, if you or any of your Restaurant Managers have prior, comparable training or on-the-job experience.

(e) Payment. You must pay the Franchise Fee described in Item "D" of the Contract Data Schedule of this Agreement.

(2) *Best Efforts*. You acknowledge the importance to us and to other franchisees of your commitment to operate the Restaurant at all times in accordance with our mandatory standards that make up the System, in order to increase the demand for our products, to protect and enhance the reputation and goodwill of Imo's Pizza and to promote and protect the value of the Marks and System, among other reasons. You agree that you will at all times faithfully, honestly and diligently perform your obligations under this Agreement, and exert your continuous best efforts to promote and enhance the business of the Restaurant and the goodwill of the Marks and the System.

(3) *Continuous Operation*. Throughout the Term, you will continuously occupy, operate and do business in the Restaurant, for seven (7) days per week, 365 days per year, unless otherwise specified in the Operations Manual or as otherwise specified or approved, for such hours as we will from time to time direct or permit, provided, however, for no more than the maximum number of hours permitted by law or your Lease. It is also understood that the Restaurant may be closed for business while any repairs or refurbishment we approve are being diligently completed. You agree to operate the Restaurant in such a manner as to produce the maximum volume of Net Sales (as defined in paragraph 7.5. of this Agreement).

(4) *Representation and Warranty*. We approved your application to own and operate the Restaurant in reliance upon the representations you made to us, including but not limited to the information, representations and warranties contained in your application for a license. You represent and warrant that all financial and other information you provided to us is true and accurate.

1.2 REPLACEMENT SITE. Should the approved location not be acquired by Franchisee, Franchisee may submit a replacement site application and pay a non-refundable fee of $5,000 to Franchisor to cover the costs and expenses associated with the review of the alternative proposed site, including, but not limited to travel expenses to and from such site. Franchisee will have no more than 60 days from the

date that Franchisee first communicated to Franchisor its intention to abandon development of the previously approved site to submit a replacement site application. Failure to do so may result in a termination of this Agreement and/or loss of Franchisee's right to develop a Restaurant in the Protected Territory identified in **Exhibit H** hereto. Franchisor shall have 60 days after receipt of the replacement site application and all other such information and materials required by Franchisor to approve or disapprove the replacement site application for any reason. If a replacement site application is submitted, it will be subject to the same terms and conditions stated above and will be approved or disapproved under the same terms and conditions described above. Franchisor shall have no obligation to consider more than 2 site applications under this Agreement.

1.3 RELOCATION. Franchisee may relocate the Restaurant only with Franchisor's prior written consent. Franchisor will grant its consent if Franchisee's lease expires or terminates through no fault of Franchisee, or if the Location is destroyed or materially damaged by fire, flood, or other natural catastrophe (an **"Innocent Loss or Casualty"**) and Franchisee is not in default under this Agreement or any other agreement between Franchisee and Franchisor. The new Restaurant must be open for business at the new location within one hundred eighty (180) days of closing at the previous location. The selection of the new location, its construction, and opening is subject to the same provisions of this Agreement as the site selection, construction, and opening of Franchisee's original location. Franchisee is solely responsible for all relocation costs and expenses and shall pay Franchisor a fee equal to fifty percent (50%) of the then current initial franchise fee to reimburse Franchisor for its reasonable attorneys' fees and other relocation-related costs and expenses.

1.4 YOUR PROTECTED AREA

During the Term and so long as you are not in default of this Agreement, we will not open and operate or permit another party, including our parent and affiliates, to open and operate a Imo's Pizza restaurant within the area described in Section C of the Contract Data Schedule, excluding any non-traditional venues described in Section 1.5 (your "Protected Area").

You may not make deliveries, whether directly, or through any third-party delivery platform, or offer catering services within the protected area of any other franchise or company-owned or affiliate-owned Imo's Pizza restaurant. Any franchisee may deliver within areas where no protected area for another Imo's Pizza restaurant exists; subject to your ability to properly service the area in a prompt, safe, and efficient manner and the delivered product always satisfies our quality standards. However, nothing shall be deemed to grant to you any protected delivery area outside of your Protected Area, and we are free to establish other franchise and/or company or affiliate- owned Imo's Pizza restaurant in areas that are not currently assigned. In the event that other Imo's Pizza restaurants are established in areas that are not currently assigned, you must immediately stop delivering in that area. You acknowledge that we, our affiliates and other franchisees may be able to deliver in unassigned areas. You acknowledge and agree that the boundaries of the Protected Area may vary based on various factors and conditions deemed relevant by us. The boundaries of the Protected Area are determined in our sole and absolute discretion.

You agree not to distribute individual advertising items (i.e., coupons, circular advertising, etc.) outside of your Protected Area, unless you use a form of advertising that is not programmed to be restricted to the Protected Area, such as direct mail advertising by outside contractors based on zip code.

Our covenants in this paragraph 1.4 are your only protection from Imo's Pizza branded competition and do not restrict us or our parent and affiliates from (i) selling Imo's Pizza products and services and any other products and services in supermarkets, convenience stores and other channels of distribution within your Protected Area, or (ii) owning or operating outlets under other brands within your Protected Area that may compete with you.

1.5 RIGHTS RESERVED BY IMO'S PIZZA.

Subject to rights expressly granted to you hereunder, we (including our parent, subsidiaries and affiliates) retain the following rights, in our sole and absolute discretion:

(1) Except as set forth in paragraph 1.4 of this Agreement regarding your Protected Area, to operate and grant to others the right to operate Imo's Pizza restaurants or other restaurants using the System or the Marks at such locations which may compete with you and draw customers from the same area as the Restaurant and on such terms and conditions as we deem appropriate;

(2) To acquire other companies, businesses and/or proprietary marks and to be acquired by others (in either case, regardless of the form of transaction, and even if the other business competes with you);

(3) To operate, and grant to others the right to operate restaurants under other trade names, trademarks, service marks and commercial symbols different from the Marks, notwithstanding the fact that such restaurants may be the same as or similar to an Imo's Pizza restaurant or may be located in your Protected Area;

(4) To sell products and services identified by the Marks or by other trademarks in any channel of distribution other than restaurants, without geographical limitation;

(5) To own, operate or license others to operate Imo's Pizza restaurants at any site or location which is a non-traditional venue, even if located within the Protected Area, with such non-traditional venues including but not limited to (a) institutional settings, including airports, toll roads, travel plazas and other transportation facilities, colleges and universities, schools, hospitals, military facilities, governmental and municipal facilities, and office or in-plant food service facilities, (b) recreational settings, including, but not limited to, hotels, resorts, theme parks, fairs, stadiums, arenas, convention centers, casinos, public or private athletic fields, gas stations, public parks and beaches, or any other venue where a temporary recreational event is open to the public, (c) American Indian reservations, and (d) any venue in which food service is or may be provided by a master concessionaire or contract food service provider, including a shopping mall food court;

(6) To acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with other restaurants, including pizza parlors, located anywhere or business conducted anywhere. These transactions may include arrangements involving competing businesses or outlets and dual branding or brand conversions; and

(7) Sell ourselves, our assets, the Marks, our systems and/or the System to a third party; go public; engage in a private placement of some or all of our securities; merge, acquire other corporations or entities, or be acquired by another corporation or entity; and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring.

2. RENEWAL OF LICENSE.

You will have the right to automatically renew this Agreement at the end of the initial term of this Agreement for two additional **5 year** terms, subject to receipt and approval of any documentation we may reasonably require, if all of the following conditions have been satisfied:

A. You have consistently complied with all your material obligations under this Agreement, including timely, accurate, and complete financial reporting of the Net Sales of your Restaurant and other

required financial data; and the operations and financial condition of your Restaurant, and of all the other Imo's Pizza restaurants you operate, meet our then current standards under the Imo's Pizza System.

B. At the end of the initial term or renewal term, as the case maybe, you are current in all your monetary obligations to us and to all our affiliates, landlord, and designated suppliers, you have timely and fully met all material monetary payment obligations throughout the term of this Agreement, and you are not otherwise in default under this Agreement or any other agreement with us or our affiliates.

C. At least twelve (12) months before the end of the initial term or renewal term, as the case maybe, you must give us written notice of your decision to renew your franchise.

D. You must execute, at least sixty (60) days in advance of the beginning of the renewal term, our then current form of franchise agreement, an appropriate lease (if applicable), and any other agreements required to be executed by franchisees (with appropriate modifications to reflect the fact that the agreements relate to your renewal). Those new agreements will completely supersede this Agreement, any existing Lease, and all other prior agreements. The new agreements may provide for an increase in royalty fees and brand development fund contributions, and the other terms of those new agreements may differ materially from the terms of this Agreement and the other agreements between us, but they will not grant any additional renewal rights.

E. You must pay our renewal fee in effect on the date of renewal, which shall be **25%** of the Franchisor's initial franchise fee in effect on the date of renewal.

F. You must complete to our satisfaction, and at your expense, all maintenance, remodeling, refurnishing, renovation, and modernizing of your Restaurant that we require to conform your Restaurant to the then current image and standards of Imo's Pizza restaurants.

G. You and your managers must comply with our then current qualification and training requirements as we direct in our complete discretion.

H. You and your affiliates may not be engaged in any litigation against us or any of our affiliates, and you and all guarantors of your obligations under this Agreement must execute, in the form then prescribed by us, a general release of any and all claims you may have against us and our affiliates, and their managers, members, officers, directors, agents, stockholders, and employees.

I. The renewal term specified in this Section will not exceed the expiration date of the term of any existing Lease for your Premises (plus all extension options and renewal terms of that Lease, if any) if you do not own or control the Premises.

If you continue to operate the Restaurant with our express or implied consent following the expiration of the Term, the continuation will be deemed to be a month-to-month extension of this Agreement, unless otherwise set forth in writing. All provisions of this Agreement will apply while you continue to operate the Restaurant. This Agreement will then be terminable by either party on 30 days' written notice to the other party, or such longer notice period as required by applicable law. For the avoidance of doubt, this provision does not apply in the case of your continued operation of the Restaurant after the Agreement has been terminated, or operation without our consent.

3. SERVICES FURNISHED BY IMO'S PIZZA.

3.1 SERVICES FOR THE INITIAL OPENING OF THE RESTAURANT.

We will provide you the following services prior to and at the initial opening of a new Imo's Pizza restaurant (these provisions do not apply to a transfer of an existing restaurant):

(1) We will review and accept or decline the location you select for our Restaurant, and if accepted, will make available to you our standards for the initial design, construction, equipping and operation of the Restaurant;

(2) For the first Imo's Pizza restaurant developed by you and your affiliates, we will make our then-current initial training program regarding the operation of Imo's Pizza restaurants available to three (3) individuals designated by you, one of whom must be a party to or guarantor of this Agreement, at our training facility and/or a designated training restaurant; For the second Imo's Pizza restaurant developed by you and your affiliates, we will make such training available to two (2) individuals designated by you;

(3) We will make our current confidential Operations Manual available to you, so that you have access to the standards and procedures you must implement at the Restaurant;

(4) We will make available assistance in the pre-opening, opening and initial operation of the Restaurant, at levels we deem advisable based upon your organization, prior experience and training. We will, in our sole discretion, determine the number of persons, if any, we will provide to assist you in opening the Restaurant, their duties and all other matters relating to such persons. If this Restaurant is the first (1st) or second (2nd) Imo's Pizza restaurant developed by you and your affiliates, we will provide you, at no cost, our standard opening team for a standard duration of time. Standard services are less for the 2nd Restaurant. If you desire or require additional and/or extended opening team services for this Restaurant, you agree to reimburse us for our out-of-pocket expenses for such personnel, including, but not limited to, salary, wages, travel, lodging, meals, local transportation and miscellaneous office expenses. We will select the appropriate transportation, lodging and meal expense limitations in accordance with our then-applicable per diem policy.

(5) We will assist in the preparation and coordination of a restaurant grand opening promotional advertising program, in such form and content as we may specify, to promote and support the initial opening of your Restaurant.

3.2 SERVICES AFTER THE INITIAL OPENING OF THE RESTAURANT.

After the initial opening of the Restaurant, we will or may (as described below) provide you from time to time with consultation, advice, guidance, and support with respect to the following:

(1) Operations Manual. We will continue to grant you electronic or other access to our confidential Operations Manual (see Section 3.3 below);

(2) Suppliers. We will continue to provide you with a list of approved suppliers of equipment, products and supplies for the operation of the Restaurant;

(3) Restaurant Inspections. From time to time as we decide, we or our agent or designee shall inspect the Restaurant and its operation to evaluate compliance with the System, the

Operations Manual, and the Agreement, and shall notify you of and provide you with an opportunity to correct any deficiencies or unsatisfactory conditions identified in such inspection, as explained in more detail in Section 12;

(4) Website and social media. We have established and intend to maintain an Imo's Pizza website, and will exercise sole control over the content of the website. We have the right, but not the obligation, at our sole discretion, to establish, maintain, modify, or discontinue any and all internet, social media, and electronic commerce activities pertaining to the System, including the Imo's Pizza website;

(5) Marketing. We will develop and implement advertising and promotional programs;

(6) Conferences. We may require you or your Restaurant managers to attend Imo's Pizza franchise conferences which may be offered by us from time to time, at our sole discretion;

(7) Ongoing Training. After the training we provide before the opening of your Restaurant, we will provide additional training or training programs as set forth in Section 3.4 below, or as we otherwise choose to provide in our sole discretion. If you request special training of Restaurant personnel or other assistance in operating the Restaurant, and such training takes place at the Restaurant, you must pay all our expenses for such training, including travel, local transportation, and living expenses, including meals, for our personnel in accordance with our applicable per diem policy;

(8) Other Consultation and Services. From time to time we may consult with you regarding the operation of your Restaurant, and may provide you with additional consultation, advice, guidance and services beyond those enumerated above, as we deem appropriate in our complete and sole discretion, either with or without cost to you.

3.3 OPERATIONS MANUAL AND SYSTEM STANDARDS.

(1) We will, during the term of the Agreement, make our confidential Operations Manual available to you exclusively at a secure Internet website for franchisees or in such other form or manner as we may specify. The Operations Manual contains specifications, standards and operating procedures to be followed in operating Imo's Pizza restaurants. The standards, specifications, and methods or procedures relating to the development and/or operation of an Imo's Pizza restaurant, as set forth in the Operations Manual or as otherwise communicated by us to you from time to time in writing (including via e-mail), are collectively referred to herein as our "Standards".

(2) We will from time to time modify the Operations Manual to reflect changes in the Standards for Imo's Pizza restaurants, and you must immediately comply with all new mandatory Standards unless we state otherwise in writing. We may communicate additions, deletions or modifications to our Standards to you by a variety of means, including, without limitation, email, certified mail, regular mail, newsletters and/or training materials. You must remain current in your knowledge of the Standards. If a dispute arises regarding the contents of the Operations Manual, the master copies we maintain on the website and/or at our principal office will control. While we intend to impose the System, and any changes and modifications thereto generally uniformly among all franchisees, complete and detailed uniformity under many varying conditions may not be possible or practical, and we specifically reserve the right and privilege, in our sole discretion and as we may deem to be in the best interests of the System in any specific instance, to vary

standards for any particular franchisee or region based upon the peculiarities of a particular territory, density of population, business potential, business practice, or other condition important to the successful operation of a particular Restaurant. We may grant variations from standard specifications and practices as we determine in our discretion, and we will have no obligation to grant you or any other franchisee like or similar variations and our failure to require a change from any particular franchisee will not affect your obligations under this paragraph.

(3) The Operations Manual is confidential, copyrighted and our exclusive property. You must restrict employee access to the Operations Manual on a need to know basis, and take reasonable steps to prevent unauthorized disclosure, copying, and use of information in the Operations Manual. You may not at any time, without our prior approval, copy any part of the Operations Manual or disclose any part of it to employees or others not having a need to know its contents for purposes of operating the Restaurant.

3.4 TRAINING.

Prior to the initial opening of the Restaurant, we will provide you and your Restaurant Managers (as defined in paragraph 8.18. below) our current training program for the operation of an Imo's Pizza restaurant. During the term of the License, we will, subject to availability and at your cost, also furnish the then-current training program to all successor Restaurant Managers. Training programs will include classroom instruction and field training and will be furnished at our training facility and/or at a certified Imo's Pizza training restaurant. We will also, from time to time in our sole discretion, offer and/or require you and your Restaurant Managers to attend additional or supplemental training, presented at another Imo's Pizza restaurant, a regional conference center, our Training Facility, or virtually.

(1) You and your Restaurant Managers must obtain our written approval of successful completion of our required training program. You will not cause or permit the Restaurant to be supervised by any person who is not so approved. If any of your proposed or existing Restaurant Managers fail to obtain such approval, you must, as soon as practicable, hire a replacement who must be so approved or who must promptly complete our training program to our satisfaction. We may also offer such refresher or supplemental training programs to you and such persons as we deem appropriate at such places as we designate. By giving you prior written notice, we will have the right to require attendance at any refresher or supplemental training program by you or any of such persons.

(2) You may be required to pay us tuition fees for the required initial training program. You will also pay us such tuition and/or participation charges as we from time to time establish for any successor, refresher or supplemental training programs. You will be responsible for all travel, local transportation, and living expenses, including meals, and compensation of yourself and your Restaurant Managers incurred while attending initial training programs, and any successor, refresher or supplemental training programs we offer to you or require you or such persons to attend.

(3) You must also pay us our reasonable fees for training materials and you must purchase certain equipment we may, from time to time, require you to use in training.

(4) You, your Principals, shall attend our annual (or biannual as we may determine) franchisee conference and pay the non-refundable conference registration fee as the same may be designated by us.

4. MARKS.

4.1 GOODWILL AND OWNERSHIP OF MARKS.

You acknowledge that the Marks, and the goodwill associated therewith, are owned by and the exclusive property of Franchisor or Franchisor's affiliates. Your right to use the Marks is non-exclusive and derived solely from this Agreement, and is limited to use in connection with your operation of the Restaurant pursuant to and in compliance with this Agreement and all applicable Standards we prescribe from time to time. You may not sublicense the Marks. Your usage of the Marks and any goodwill established by your use of the Marks will inure to our exclusive benefit, and this Agreement does not confer any goodwill or other interests in the Marks upon you other than the right to use the Marks in connection with operating the Restaurant in compliance with this Agreement.

4.2 LIMITATIONS ON YOUR USE OF THE MARKS.

To protect the Marks, the System, and the goodwill associated therewith, you must comply with the following provisions, unless we otherwise consent in writing:

(1) You may use only the Marks designated by us, and only in the manner authorized and permitted by us from time to time.

(2) The Marks must be prominently displayed in the manner we prescribe at the Restaurant, on menus, and in connection with advertising and marketing materials.

(3) You must not use any Mark as part of any corporate or trade name, including, but not limited to, "Imo's," "Imo's Pizza", or any form or variations thereof which, in our sole judgment, is likely to cause confusion or mistake regarding the separate identities of Imo's Pizza and Franchisee.

(4) You must not register or use any of our Marks as part of a domain name or electronic mail or social media address, or in any other way as part of an identifier online, in any mobile applications, or for any other online presence you use or maintain.

(5) You may not use the Marks or promote your Restaurant on the Internet or on any other online, mobile, or electronic network without our prior approval. This includes any social networking site (such as a Facebook page or Twitter account), URL, domain name, meta-tag, download, application, posting, directory listing, blog, email account, instant messaging account, texting identity, user generated content, or any other electronic identifier. Prior to promoting your Restaurant on the internet, you must submit to us the content for our review and approval. We have established or may establish policies for the use of various types of online media by franchisees.

(6) You may not use any of our Marks in connection with the performance or sale of any unauthorized services or products, or in any other manner we have not expressly authorized in this Agreement or otherwise in writing. Any unauthorized use of the Marks by you will constitute a breach of this Agreement and an infringement of our rights in the Marks.

(7) You must not employ any of the Marks in signing contracts, applications for licenses or permits, or in any manner that may imply our responsibility for, or result in our liability for, any of your indebtedness or obligations.

(8) You must give notices of trade and service mark registrations we specify, and obtain fictitious or assumed name registrations as required under applicable law.

4.3 CLAIMS AND INFRINGEMENTS.

You will not directly or indirectly contest or aid in contesting the validity of our ownership of the Marks. You will not, directly or indirectly, apply or assist another to apply to register, re-register or otherwise seek to use or control or in any way use any of the Marks or any confusingly similar form or variation thereof in the United States any place or jurisdiction outside the United States. You must immediately notify us if you become aware of any apparent infringement of, challenge to, or claim of rights in, any of the Marks or any part of the System. You may not communicate with any person, other than us and counsel for you and us, in connection with any infringement, challenge, or claim. We have exclusive right and authority to take any action, and we have the exclusive right to control any settlement, litigation, or U.S. Patent and Trademark Office or other proceeding, arising out of an alleged infringement, challenge, or claim, or otherwise relating to any of the Marks or any part of our System. You must execute all documents, render all assistance, and do all other things that, in our opinion, are necessary or advisable in any litigation or proceeding, or to protect or maintain our interests in the Marks and the System.

4.4 DISCONTINUANCE OF OR CHANGE IN MARKS.

We shall have the right, at our sole discretion, to change, add, or discontinue use of any of the Marks, or to introduce additional or substitute Marks; and you shall take such action, upon a reasonable period of time after receipt of written notice and at your sole expense, as is necessary to comply with all such changes, alteration, discontinuation, addition or substitution of Marks.

4.5 WE INDEMNIFY YOU.

We agree to indemnify you against, and to reimburse you for, and, at our option, to defend you against, all damages for which you are held liable in any proceeding arising out of your use of our Marks in connection with operating your Imo's Pizza® Restaurant pursuant to and in compliance with this Agreement, and for all costs you reasonably incur in the defense of any such claim brought against you or in any such proceeding in which you are named as a party, including reasonable attorney's fees, provided that you have timely notified us of such claim or proceeding and you have otherwise complied with this Agreement. We may assume (but we are not obligated to undertake) defense of any claim, or select associate counsel with respect to the defense or settlement of any claim. If we do not assume defense of the claim, we must approve any counsel you employ in the defense of any such claim. In the event we elect to defend any such claim, the fees and expenses of any separate counsel you employ will not be reimbursable.

5. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION.

5.1 INDEPENDENT CONTRACTOR.

It is the express intention of the parties hereto that the Franchisee is and shall be an independent contractor of Franchisor. The Franchisee is not and shall not be considered a legal representative or agent of the Franchisor. The Franchisor and the Franchisee have a business relationship based entirely on and defined by this Agreement. No partnership, joint venture, agency, fiduciary or employment relationship shall exist between Franchisor and Franchisee. Nothing in this Agreement is intended to grant either you or us the right to direct or supervise the daily affairs of the other.

(1) No Direct Franchisor Control.

The Franchisor has no right to, and will not, directly control or direct the operations of the Franchisee's Restaurant or its Premises. Any required Standards in this Agreement (and those in the Operations Manual) exist to protect the Franchisor's interests in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the Franchisee's business. The Franchisor is not the employer of the Franchisee, and is not the employer (or joint employer) of the Franchisee's employees. The Franchisee is responsible for the day-to-day operation of the Restaurant will exercise complete control over, and have full responsibility for, its contracts, daily operations, labor relations, employment and personnel practices and policies, and management and operation of the Restaurant, including the recruitment, selection, hiring, disciplining, firing, compensation, work rules and schedules of its employees.

(2) Notice of Independence.

During the term of this Agreement and any renewal term, you shall hold yourself out to the public as an independent contractor operating the business pursuant to a franchise from us. You shall take all appropriate action to make it clear to the public that you are an independent business that is not operated or controlled by us, including exhibiting signs or notices approved by us in conspicuous places in the Restaurant.

5.2 NO LIABILITY FOR ACTS OF OTHER PARTY.

You will not take any action that may imply that we are responsible, or which may result in liability to us for, any of your indebtedness or obligations. Except as expressly authorized in writing, neither we nor you may make any express or implied agreements, warranties, guarantees or representations, or incur any debt in the name of or on behalf of the other, or represent that our relationship is other than Franchisor and Franchisee.

5.3 TAXES.

Except for taxes which we are required to collect from you in connection with items you purchase from us, we will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property or other taxes, whether levied upon you, the Restaurant, your property, us or the royalty, marketing or any other fees which you pay to us, in connection with the sales made or business conducted by you. Payment of all such taxes will be your responsibility.

5.4 YOU INDEMNIFY US.

To the fullest extent permitted by law, Franchisee will indemnify, defend and hold harmless Imo's Pizza, our parent, subsidiaries or affiliated entities, and their and our shareholders, directors, partners, officers, employees, agents, representatives, successors and assignees (collectively, the "Indemnitees"), from and against any and all claims, losses, liabilities, demands, damages, causes of action, governmental inquiries and investigations, costs and expenses, including reasonable attorneys' and accountants' fees, which directly or indirectly arise out of, result from, or are connected with this Agreement, the development, condition, operation, use, or maintenance of the Restaurant or the Premises, your negligence or willful misconduct, or any of your actions, errors, omissions, breaches or defaults under this Agreement; provided, that these obligations shall not apply to any claim or loss that is proven to have been caused solely by our negligence or willful misconduct. For purposes of this section, "claims" shall mean and include all obligations, actual and consequential damages, expenses, losses, costs, and other liabilities, and all attorneys' fees and other costs and expenses reasonably incurred in the defense of any claim against the

Indemnitees, whether or not a lawsuit is filed. If the Indemnitees reasonably conclude that their interests are not being adequately represented by your counsel, the Indemnitees will have the right to employ their own attorneys to defend any claim against them in the manner they deem appropriate or desirable in their sole discretion, and your indemnification hereunder shall apply to and include the costs incurred in any such defense. Your obligation to indemnify the Indemnitees will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

6. CONFIDENTIALITY.

6.1 OUR CONFIDENTIAL INFORMATION.

The Franchisee and its principals, shareholders, partners, members, managers, officers, and owners and any other person who holds a direct or indirect ownership interest in Franchisee (individually a "Principal" and collectively the "Principals") acknowledge that over the term of this Agreement they will receive Confidential Information, as defined below, which the Franchisor has developed over time at great expense, including information regarding the System and Standards. The Franchisee and its Principals further acknowledge that the Confidential Information, including information contained in the Operations Manual, is not generally known in the industry and is beyond their own present skills and experience, and that to develop it themselves would be expensive, time consuming, and difficult. The Franchisee and its Principals further acknowledge that the Confidential Information provides a competitive advantage and will be valuable in the development and operation of the Restaurant, and access to it is a primary reason for entering into this Agreement.

Our "Confidential Information" means any information related to the System that we disclose to you that we designate as confidential; or that, by its nature, would reasonably be expected to be held in confidence or kept secret, including, without limitation, the following:

(1) the Operations Manual and the Standards therein;

(2) non-public aspects of methods and procedures relating to the development and operation of Imo's Pizza restaurants, whether contained in the Operations Manual or otherwise;

(3) recipes, menu analyses, and methods, procedures, and techniques for preparing pizza and other food products offered in Imo's Pizza restaurants;

(4) knowledge of test programs, concepts and results relating to the planning, development and testing of the System and products and services offered in Imo's Pizza restaurants;

(5) sources for purchase of furniture, fixtures, equipment, food, beverages and other ingredients and materials used by Imo's Pizza Restaurants;

(6) methods (including but not limited to pricing methods), techniques, standards, specifications, procedures, information, systems and knowledge of and experience in the development, licensing and operation of Imo's Pizza restaurants;

(7) trade secrets as defined by applicable federal and state law; and

(8) any and all other information or knowledge that we advise you, in writing, is confidential.

Our Confidential Information shall not include information, processes, or techniques which (i) are or become generally known in the restaurant industry or to the public, other than through disclosure in violation of this Agreement or any other breach of confidentiality owed (by anyone) to us; (ii) becomes known to you from a source other than us and other than by the breach of an obligation of confidentiality owed (by anyone) to us; or was independently developed by you without the use or benefit of our Confidential Information. You will have the burden of proving the applicability of the foregoing.

6.2 RESTRICTIONS ON YOUR USE OF OUR CONFIDENTIAL INFORMATION.

You and your Principals will not acquire any interest in the Confidential Information, other than the right to use it in the development and operation of the Restaurant. The use of the Confidential Information in any other business, or the disclosure of the Confidential Information to any other person or entity, will constitute an unfair method of competition which could cause immediate irreparable harm to us and to other Imo's Pizza restaurant franchisees. Accordingly, you and your Principals agree that they:

(1) will not use the Confidential Information in any other business or capacity;

(2) will not communicate, divulge or disclose the Confidential Information to, or use the same for the benefit of any person, persons, partnership, association or corporation, other than in connection with the development or operation of the Restaurant;

(3) will divulge the Confidential Information only to such of your employees as must have access to it to operate the franchised business, and on a need-to-know basis;

(4) will not make unauthorized copies of any portion of the Confidential Information whether in written, audio, video or other reproducible form; and

(5) will adopt and implement procedures, some of which we may prescribe, to prevent unauthorized use or disclosure of the Confidential Information, including requiring your Restaurant Managers and other employees who have access to the Confidential Information to execute confidentiality agreements in the form we approve or prescribe prior to or during their employment.

You and your Principals agree that the entry, input, upload, submission, or other use of or disclosure of Confidential Information, to or through any publicly accessible or third-party artificial intelligence system, large language model, machine learning platform, chatbot, or similar service, including, without limitation, ChatGPT, Microsoft Copilot, Google Gemini, Claude, Perplexity, and any similar or successor technologies, or any closed or private artificial intelligence system, large language model, machine learning platform, chatbot, or similar services the use of which we have not approved in express writing (collectively, "***Unauthorized AI Tools***"), whether accessed via website, application, plugin, or other means, is considered use and disclosure of such Confidential Information and a material breach of this Agreement.

Furthermore, other than for consumption in the Restaurant or approved carry-out or retail sales programs, you agree not to sell or provide to any person or entity other than us or our designee, for use, testing or any other purpose, any mixes or formulations for preparation of products you purchase from us or our designees.

We acknowledge that the foregoing restrictions on your disclosure and use of Confidential Information do not apply to the disclosure of Confidential Information in judicial or administrative proceedings to the extent that you are legally compelled to disclose such information, provided that you have used your best efforts, and have afforded us the opportunity, to obtain an appropriate protective order or other assurance satisfactory to us of confidential treatment for the information required to be so disclosed.

You agree to fully and promptly disclose to us, all ideas, concepts, inventions, formulas, recipes, methods and techniques relating to the development and/or operation of the Restaurant, conceived or developed by you and/or your employees during the term of this Agreement, whether or not they are protectable intellectual property. Such ideas, concepts, inventions, formulas, recipes, methods and techniques will be our sole property, and you will not be entitled to any compensation whatsoever for the same. To the extent any such ideas, concepts, inventions, formulas, recipes, methods and techniques do not qualify as work-made-for-hire, it must be assigned to us. You agree to take all necessary steps and action such assignment may require.

6.3 YOUR CONFIDENTIAL INFORMATION.

We will treat as confidential the reports and records we receive from you pursuant to Section 11 below, provided, however, that information may be released (a) to any person entitled to the same under any lease; (b) in connection with any court order, legal proceeding or arbitration proceedings, whether instituted by us or any other party; (c) to a prospective transferee of any interest subject to the transfer provisions of this Agreement, and (d) as incorporated into anonymous general information disseminated to franchisees, prospective franchisees and other third parties, including as part of our franchise disclosure documents, and in the formulation of plans and policies in the interest of the System. We will also treat as confidential such personal financial records as you may give us pursuant to paragraph 12.3. below, provided, however, that such information may be released if required in connection with any court order or legal or arbitration proceeding, whether instituted by us or any other party, provided that you receive notice of and an opportunity to obtain an appropriate protective order or other assurance satisfactory to you of confidential treatment for the information required to be so disclosed.

7. FEES.

7.1 FRANCHISE FEE.

You will pay to us the initial franchise fee set forth in Item "D" of the Contract Data Schedule of this Agreement (the "Initial Franchise Fee") upon execution of this Agreement. The Initial Franchise Fee is fully earned and non- refundable upon execution of this Agreement.

7.2 ROYALTY FEES.

You will pay to us a monthly "Royalty Fee" determined by multiplying the Net Sales of the Restaurant (as defined in paragraph 7.5. below) for the immediately preceding month times the percentage set forth in Item "E" of the Contract Data Schedule of this Agreement. The Royalty Fee will be payable not later than the fifteenth day of the following month, without deduction or set-off, based on Net Sales for the prior month.

7.3 BRAND DEVELOPMENT FUND FEES.

At the same time as you pay the Royalty Fee provided under paragraph 7.2. above, you will also pay to the Brand Development Fund described in paragraph 10.1, for the immediately preceding month, without deduction or set- off, a monthly fee determined by multiplying the Net Sales of the Restaurant, as defined in paragraph 7.5 below, times the percentage set forth in Item "F" of the Contract Data Schedule of this Agreement or as otherwise specified in the Operations Manual or as otherwise specified in writing by us, not to exceed Two Percent (2%) of Net Sales.

You will, from time to time, also pay to the Brand Development Fund, at the same time as, for the same calendar month as, in the same manner as, and in addition to the Brand Development Fund fee

provided above, an additional percentage of Net Sales (the "Additional Advertising Contribution") if the owner(s) of at least two-thirds of the Imo's Pizza restaurants (both company and franchised) in your advertising market vote to pay such Additional Advertising Contribution. We will designate, and may from time-to-time change, the advertising market as we reasonably determine. We will provide notice and administer the vote. The two-thirds threshold will be determined one vote per restaurant. The period that each Additional Advertising Contribution is payable shall not exceed one (1) year in duration. Additional Advertising Contributions may be cumulative.

7.4 OTHER FEES.

You will, from time to time, also pay such other fees that are set forth in other sections of this Agreement or otherwise imposed. Such fees shall be due at the same time as the Royalty Fees, unless different payment terms are expressly stated for such fees at the time they are imposed or thereafter.

7.5 DEFINITIONS.

(1) Net Sales. As used in this Agreement, the term "Net Sales" shall mean Gross Sales less deductions set forth below. "Gross Sales" are all revenues from the sale of all products or services by or for you or the Restaurant, in, upon, or from the Premises, or through or by means of the business conducted at the Restaurant, the Premises or otherwise, whether derived from cash, credit, the sale of coupons or gift cards or certificates, or otherwise, and regardless of collection. To arrive at "Net Sales", deduct the following items from Gross Sales: (a) sales and service taxes collected from customers and paid to the appropriate taxing authority; (b) revenues from the redemption of gift cards or certificates; (c) the discounted portion of menu prices whether for employee meals or by way of coupons, approved promotions or otherwise; (d) revenues generated by promotional giveaways which are solely for the benefit of recognized charitable organizations and for which all profits generated thereby are received by said charitable organization; (e) fees paid for providing delivery services through third-party providers or otherwise; and (f) gratuities and tips.

7.6 ADVANCES.

You shall immediately repay to us all amounts, if any, advanced by us or which we have paid, or for which we have become obligated on behalf of you whether or not at your request, including any payments made on trade accounts and taxes as provided for in Section 8.16 and 8.17 of this Agreement and insurance as provided for in Section 8.19 of this Agreement. We shall be under no obligation to make any such advances, and any decision to do so shall be at our sole discretion.

7.7 PAYMENT OF FEES.

We may, upon notice to you, collect any recurring payments more frequently than monthly. At our election, we may require you to pay your Royalty Fees, Brand Development Fund Fees and any other recurring payments to us, our parent, subsidiaries or affiliates, such as rent or note payments and payments for product and inventory purchases, by electronic funds transfer ("ACH"), or such other payment method we may indicate from time to time. Acceptance of payment by ACH will not be deemed a waiver of any of our rights. You agree to promptly provide us all consents, authorizations and bank account data we need to establish ACH capability at your bank. You also agree:

(1) to promptly provide us such forms as we may from time to time require to effectuate any changes needed to maintain ACH capability;

(2) to give us at least fourteen (14) days written notice (except in the case of emergency) before you make any change to your ACH bank account (providing all information and specimens required to change ACH to the new account);

(3) to immediately replace any ACH request rejected by your bank with a bank certified or cashier's check in the aggregate amount owed, plus interest, late fees, collection fees, costs of collection and attorneys' fees;

(4) to cooperate with us to set up payment through such methods and channels as may be determined by us from time to time.

7.8 INTEREST AND LATE CHARGES.

(1) If any Royalty Fee, Brand Development Fund Fee, or other payment to us or our parent or any subsidiary or affiliate is not paid when due, you will pay to us, our parent, subsidiary or affiliate, in addition to the unpaid amount, beginning on the date such amounts were due: (a) a late charge to compensate us for additional administrative costs incurred by us, in an amount equal to the greater of (i) five percent (5%) of such payment, or (ii) one hundred dollars ($100.00), plus (b) interest at the lower of the maximum rate permitted by law or eighteen percent (18%) per annum from the date such payment was due until it is paid. This paragraph 7.8. does not constitute an agreement on our part to accept payments from you after the payments are due or our commitment to extend credit to, or otherwise finance your operation of, the Restaurant. Further, your failure to pay all amounts when due to us, our parent, subsidiaries or affiliates will constitute grounds for termination of this Agreement, as provided herein.

(2) Receipt of any check, draft or other commercial paper will not constitute payment until such funds are actually collected. You will pay all collection charges on dishonored checks or ACH payments, including reasonable attorney's fees. At our request, you will promptly replace any dishonored and returned check(s) with a bank certified or cashier's check in the aggregate amount owed, plus interest, late fees, collection fees, costs of collection and attorney's fees.

7.9 TAX ON ROYALTY AND BRAND DEVELOPMENT FUND FEES.

You agree to pay any sales, excise, use, privilege or other tax imposed or levied by any government or governmental agency on account of your payment of any of the fees under this Agreement. This provision does not apply to income taxes.

7.10 APPLICATION OF PAYMENTS.

We have sole discretion to apply any of your payments to any of your past due indebtedness in such order and amounts as we may elect. The acceptance of a partial or late payment will not constitute a waiver of any of our rights or remedies contained in this Agreement.

7.11 TECHNOLOGY FEE.

You are required to pay us our then-current technology fee ("Technology Fee") in connection with us developing, researching, implementing, using, updating, upgrading, or licensing any hardware, software, or other technological component used for or in connection with the System or for any other technology-related purpose that we determine in our sole discretion. We may increase the Technology Fee at any time upon written notice to you. The Technology Fee may include an amount to cover

Franchisor's administrative expenses for providing the software and other technology services and products to Franchisee.

8. RESTAURANT OPERATING STANDARDS.

To maintain uniform standards of operation and quality for all Imo's Pizza restaurants and to protect the goodwill of Franchisor, the System, and the Marks, you shall comply with the following provisions in the operation of the Restaurant and Premises.

8.1 SITE APPLICATION. If Franchisee has not yet submitted a site application for an Approved Location at the time this Agreement is executed, Franchisee must submit such application and such information as Franchisor may require within 60 days of the date of this Agreement for review by Franchisor. Franchisee may not commence construction of the Location until Franchisor has unconditionally approved the proposed site in writing. Franchisor has 60 days after all required information is received from Franchisee to approve or disapprove any proposed site. Franchisor may approve or disapprove any site in its sole discretion. Franchisee acknowledges that neither Franchisor's review of the proposed site for the Location nor any assistance that may be provided by Franchisor in the selection or development of the site constitutes a representation, warranty or guaranty by Franchisor regarding the potential financial success of the Location operated at that site, and Franchisee assumes all business and economic risks associated with the site.

8.2 PRE-CONSTRUCTION REQUIREMENTS. Prior to commencing construction of the Location under this Agreement, Franchisee shall have completed or satisfied all of the following:

A. If Franchisee is obtaining the site for the Location by lease or installment land contract, Franchisee shall submit to Franchisor with a request for approval, prior to execution by Franchisee, a copy of the lease or installment land contract for the proposed site, which must either append **Exhibit H** to this Agreement, or must not contain any provision that is inconsistent with or interferes with the performance of any provision of this Agreement and which lease or installment land contract must include provisions (i) authorizing Franchisor to enter the premises and make any modifications necessary to protect the Proprietary Marks, (ii) granting to Franchisor the right (but not the duty) to assume the lease or installment land contract if Franchisee is in default under its terms and provisions and/or if this Agreement expires or is terminated, (iii) requiring concurrent notice from lessor or vendor to Franchisor of any default or termination, and (iv) in the case of a lease, providing for a term of at least 10 years, which lease or installment land contract, when approved by Franchisor, shall not thereafter be materially modified without the prior written consent of Franchisor. Under no circumstances shall Franchisor have any obligation or liability under such lease or installment land contract.

B. Inform Franchisor by written notice, not less than 30 days prior to commencing construction of the Location, of the name of the architect and the general contractor to be used for the construction of the Location, and such other information about the architect and general contractor as Franchisor may deem necessary.

C. Submit to Franchisor with a request for approval, prior to preparation of the schematic design development documents for the building, preliminary site plans showing: (i) the dimensions of the site of the Approved Location; (ii) placement of the Location on the site; (iii) proposed drives, parking, and service areas; (v) proposed location of exterior signage including size, type, height, etc.; and (iv) such other information as may be reasonably required by Franchisor, which preliminary site plans, when approved by Franchisor, shall not thereafter be materially modified without the prior written consent of Franchisor.

D. Submit to Franchisor with a request for approval, prior to the preparation of the final building plans and specifications, the schematic design development documents for the building prepared by a registered architect or engineer in compliance with all applicable laws, regulations, ordinances, and Franchisor standards, which schematic design development documents, when approved by Franchisor, shall not thereafter be materially modified without the prior written consent of Franchisor.

E. Submit to Franchisor with a request for approval, after the schematic design development documents for the building has been approved by Franchisor, final building plans and specifications prepared by a registered architect or engineer in compliance with all applicable laws, regulations, ordinances and Franchisor standards which plans and specifications, when approved by Franchisor, shall not thereafter be materially modified without the prior written consent of Franchisor.

F. Provide to Franchisor satisfactory evidence that all permits, licenses and certifications required for the lawful construction and operation of the proposed Location, including, without limitation, all applicable building permits, zoning, access, sign and fire requirements, have been obtained.

G. Provide to Franchisor insurance certificates satisfying the applicable requirements set forth in Section 8.19 of this Agreement.

H. Such other information as Franchisor may reasonably request.

8.3 COMMENCEMENT OF CONSTRUCTION. Franchisee shall commence construction of the Location (i) within 240 days after the date of this Agreement, or (ii) within sixty (60) days of the point in time when a building permit for the Location is ready for issuance, whichever occurs earlier. A building permit shall be deemed ready for issuance at the point in time when the issuing authority has taken all steps necessary for issuance and would issue the building permit upon the payment of the fee therefor. In Franchisor's discretion, Franchisor may grant Franchisee up to four 30-day extensions for a fee of $5,000 for each extension. Any such extensions shall be granted only in Franchisor's sole discretion and upon payment of such additional extension fees as Franchisor deems appropriate in its sole discretion. Franchisee shall pay Franchisor a fee of $5,000 at the time the extension is requested. If the extension is not granted, the fee will be refunded. Once commenced, construction work shall continue uninterrupted (except for interruption by reason of events constituting force majeure) until it is completed. Except for the occurrence of any events constituting force majeure, construction work shall be completed and the Location shall be furnished, equipped, and otherwise be made ready to open in accordance with this Agreement not later than the date specified in Article 5.5. Franchisor shall have the sole right to determine whether the construction work has been completed in accordance with this Agreement, the approved plans, and the Manual.

8.4 CONSTRUCTION. Franchisee shall before the Commencement of Construction:

A. Provide evidence of execution of contract for approved exterior signage with an approved vendor within sixty (60) days from the construction start date.

B. Submit to Franchisor, pursuant to Article 8.1.D., a request for approval of any alternate FF&E products, if any, including standards and specifications for FF&E, prepared by a qualified professional, which, if approved by Franchisor, shall not be materially modified without the prior written consent of Franchisor. As used in this Article the term "materially modified" means any modification that would (a) change the size or dimensions of any public areas, or amenities of the Location, (b) affect the appearance or design of any portion of the Location or the quality of the materials used therein, or (c) constitute a departure from the concept, standards or approved products or services of the System. Unless alternate FF&E products are approved by Franchisor, Franchisee must use only such FF&E products that are specified by Franchisor in the Manual and other documents containing FF&E specifications current at

the Commencement of Construction. Notwithstanding the foregoing, upon request, Franchisor may, in its discretion, alter FF&E requirements for the Location due to local market conditions, custom or practice. Franchisee agrees that Franchisor and its agents shall have the right (without, however, any duty or obligation to do so) to visit and inspect the construction of the Location at all reasonable times.

8.5 CONSTRUCTION COMPLETION. Franchisee shall diligently and continuously prosecute the construction, furnishing, and equipping of the Location (including its acquisition and installation of all FF&E, signs, supplies, and other items necessary for completion and opening of the Location) in accordance with the plans previously approved by Franchisor and in accordance with the Manual, but in any event the construction, furnishing, and equipping of the Location shall be completed within 120 days after the date of Commencement of Construction of the Location. Franchisee acknowledges and understands that time is of the essence in the construction and opening of the Location, and except for the occurrence of any events constituting force majeure, the construction shall be completed and the Location shall be furnished, equipped, and otherwise be made ready to open for business, and all governmental licenses and permits necessary to operate the Location under the System shall have been obtained by Franchisee, at the end of such 120-day period (**"Construction Completion"**). If Franchisee has met the opening requirements set forth in this Article 5 and has received a certificate of occupancy for a portion of the Location, Franchisee may open the Location for business as long as Franchisee completes the construction, furnishing, and equipping of the balance of the Location within the time period set forth herein or any extension granted hereunder. In Franchisor's discretion, Franchisor may allow Franchisee up to 4 four additional 30-day extensions of the construction completion date for a fee of $5,000 per extension. The fee for each extension shall be payable at the time Franchisee applies for the extension. If the extension is not granted, the fee will be refunded. Any further extensions shall be granted only in Franchisor's sole discretion and upon payment of such additional extension fees as Franchisor deems appropriate in its sole discretion.

8.6 CONSTRUCTION INSPECTIONS. Franchisee agrees that Franchisor and its agents shall have the right (without, however, any duty or obligation to do so) to visit and inspect the construction of the Location at all reasonable times.

8.7 REVIEW FOR SYSTEM COMPLIANCE ONLY. Franchisor's exercise of its rights to approve the plans and specifications and to inspect construction of the Location shall be solely for the purpose of assuring compliance with System standards and with the terms and conditions of this Agreement, and Franchisor shall have no liability or obligation to Franchisee or any other person with respect to construction of the Location.

8.8 SPECIFICATIONS, STANDARDS AND PROCEDURES.

Your operation of the Restaurant in compliance with our Standards is important to us, to the System, and to all other Imo's Pizza restaurant franchisees. You agree to strictly comply, at your expense, with all mandatory Standards as set forth in the Operations Manual or as otherwise communicated by us from time to time, and not to deviate from the same without our prior written consent.

All of our Standards shall be considered mandatory unless we specify that they are only suggestive, and therefore optional; provided that, notwithstanding any other provision of this Agreement or of the Operations Manual, any portions of the Operations Manual or other Standards addressing franchisee employment or personnel practices, policies or procedures shall be considered only suggestive and optional, and not mandatory; and the franchisee alone will determine to what extent, if any, those policies and procedures might apply to its restaurant operations.

Because strict uniformity may not be possible or practical in all circumstances and at all restaurant locations, we have the right to provide exceptions, waivers or modifications of our Standards at particular locations, as we may deem appropriate for the System and/or for any individual restaurant.

8.9 CONDITION, APPEARANCE AND OPERATION OF THE RESTAURANT.

You agree to manage and control the day-to-day operations of the Restaurant, including, but not limited to, the following:

(1) Use the Premises only for the operation of an Imo's Pizza restaurant in compliance with this Agreement and for no other purpose whatsoever;

(2) To maintain the condition and appearance of the Restaurant, its equipment, furniture, furnishings, signs and the Premises in accordance with our Standards and consistent with the image of an Imo's Pizza restaurant as an efficiently operated business offering high quality food service and observing the highest standards of cleanliness and sanitation;

(3) To perform all periodic maintenance with respect to the decor, equipment, furniture, furnishings and signs of the Restaurant and the Premises that is required from time to time to maintain such condition, appearance and efficient operation, including, without limitation:

(a) thorough cleaning, repainting and redecorating of the interior and exterior of the Premises at reasonable intervals;

(b) interior and exterior repair of the Premises; and

(c) repair or replacement of damaged, worn out or obsolete equipment, furniture, furnishings, and signs.

(4) Not to make any material alterations to the Premises, or to the appearance of the Restaurant as originally developed, without our prior written approval;

(5) To place or display at the Premises (interior and exterior) only approved signs, emblems, lettering, logos and display and advertising materials.

(6) To immediately rectify all hazardous conditions and immediately remove and destroy any and all hazardous products. For purposes hereof, "hazardous conditions" are conditions that pose a risk of injury, illness or death; and "hazardous products" are products that are unfit for human consumption or otherwise pose a risk of injury, illness or death.

(7) To employ only such methods of product storage, handling, preparation, packaging, delivery and sale as we from time to time prescribe in the Operations Manual or otherwise communicate or approve in writing. You must sell, distribute and deliver such products only in weights, sizes, forms and packages as we provide in the Operations Manual or otherwise communicate or approve in writing.

(8) To discontinue offering for sale any product if we at any time notify you in writing of our withdrawal of our approval of that product for sale at the Restaurant.

(9) To maintain as business records provided in paragraph 11.1. below. and to furnish us on a monthly basis, copies of all customer complaints and notices not received directly by us,

and all warnings, citations, inspection reports and other communications from public authorities related to the Restaurant. Franchisee hereby authorizes any such public authority to provide Imo's Pizza with copies of such notices and/or communications. You must promptly notify us if any suit, investigation or other legal proceeding related to your Restaurant business is commenced by or against you, and you must keep us continuously advised of the status of the matter.

(10) To record all sales at the Restaurant at the time of sale, in accordance with our procedures and on devices, the make, model and serial numbers of which we have individually approved in writing. Such devices must record accumulated sales in a manner that cannot be modified, turned back or reset, and must retain data in memory storage in the event of power loss. You agree to accurately report all Net Sales to us and implement all procedures we recommend to minimize employee theft. You further acknowledge and agree that employee theft will not relieve you of the obligation to make all payments to us based on Net Sales pursuant to this Agreement and that accurate reporting of Net Sales requires, among other things, compliance with all Standards related thereto and recording all sales at the time the product is delivered to the purchaser, including, without limitation, bulk discount sales, whether for cash, by redemption of gift certificates or coupons, or sales for which payment may be deferred.

(11) To conform to the quality and customer service standards we may establish from time to time. You agree that we may, in our sole discretion, remedy any issues with your customers including, without limitation, full reimbursement of any fees paid to you. You must reimburse us for any such expenditures.

8.10 RESTAURANT MENU.

The Restaurant will offer for sale all food and beverage products and services that we require and sell only products that we have approved. The Restaurant will not sell any products to any person for resale to any third person. The Restaurant cannot offer for sale or sell at the Premises or any other location any unapproved products, or use the Premises for any purpose other than the operation of the Restaurant.

We may conduct market research and testing to determine consumer trends and the marketability of new food products and services. You agree to cooperate and assist us by participating in our customer surveys and market research programs, test marketing new food products and services in the Restaurant and providing us with timely reports and other relevant information regarding such customer surveys and market research. At your request, we may, from time to time in our sole discretion, approve the Restaurant offering products and/or services on a test basis. We may condition our approval in any reasonable manner and we may stop the test at any time after its commencement.

8.11 APPROVED PRODUCTS, DISTRIBUTORS AND SUPPLIERS.

The reputation and goodwill of Imo's Pizza restaurants is based upon and maintained by the sale of distinctive, high quality, and uniform food products and beverages and the presentation, packaging, service and delivery of such products in an efficient and appealing manner. We have developed various proprietary products according to our proprietary and secret recipes and formulas ("Secret Recipe Products"). We may require you to purchase Secret Recipe Products only from us, or our affiliates, and we have no obligation to approve any other suppliers or alternative products in lieu of using Secret Recipe Products.

In addition, we have developed standards and specifications for non-proprietary food products, ingredients, seasonings, mixes, beverages, materials and supplies incorporated in or used in the preparation, cooking, serving, packaging and delivery of prepared food products authorized for sale at Imo's Pizza

restaurants, menus, paper, glassware, china and plastic products; packaging or other materials, utensils and uniforms; furnishings, fixtures, signs, and equipment, services, materials and other supplies. We have and will periodically approve suppliers and distributors of such products that meet our standards and requirements, and such suppliers and distributors may be an affiliate or under common ownership with us (each, an "Approved Supplier"). You must purchase all food products, ingredients, seasonings, mixes, beverages, materials and supplies incorporated in or used in the preparation, cooking, serving, packaging and delivery of prepared food products authorized for sale at Imo's Pizza restaurants, menus, paper, glassware, china and plastic products; packaging or other materials, utensils and uniforms; furnishings, fixtures, signs, and equipment, services, materials and other supplies for which we have developed standards and specifications ("Approved Products and Services")from the designated Approved Suppliers for such Approved Products and Services, or according to our specifications, if no Approved Supplier has been appointed for an Approved Product or Service.

We are not required to consider alternative suppliers to Approved Suppliers, for any proprietary products. If you wish to propose an alternative proposed manufacturer, supplier or distributor for any Approved Supplier, you must submit a request. Each proposed manufacturer, supplier, or distributor must meet our initial standards and specifications, and any suppliers of proprietary products must execute a confidentiality agreement in the form approved by us. Thereafter, such manufacturer, supplier or distributor must demonstrate to our reasonable satisfaction (a) the capability to supply products that meet all of our standards and (b) adequate capacity and facilities to supply your needs, as well as the needs of other franchisees, in the quantities, at the times and with the reliability requisite to an efficient operation. Our evaluation of your prospective suppliers and/or distributors will be conditioned upon payment of our reasonable evaluation costs. You will notify us and submit to us all information, specifications and samples that we reasonably request if you propose to purchase any products, services, supplies, materials and equipment from a distributor or other supplier who has not been previously approved by us.

We can approve a single distributor or other supplier for any Approved Product or Service and can approve a distributor or other supplier only as to certain of the Approved Products and Services. We may require that samples from any proposed suppliers be delivered to us for testing prior to consideration as an approved supplier. Further, all proposed manufacturers, suppliers or distributors must agree to permit our agents or representatives to inspect their facilities regularly, both initially and from time to time as may reasonably be required by us, to assure us that the proposed supplier has the demonstrated ability and experience to achieve the proper production, processing, packaging, storing and transportation of the products, services, supplies or materials proposed to be purchased by you.

We shall advise you within a reasonable period of time of our approval or disapproval of alternate sources of products, services, supplies, suppliers, materials and equipment. The foregoing shall not be construed as an attempt to unreasonably limit the sources from which you may procure your products, services, supplies and materials. Rather, it is our intention that such items conform to our strict standards and strict specifications as to consistent quality, uniformity and reliability. Further, we shall not be required to approve an inordinate number of suppliers of a given item which in our reasonable judgment would prevent effective supervision of suppliers by us. Approval of a supplier may be conditioned on requirements relating to, among other things, frequency of delivery, standards of services, including prompt attention to complaints, as well as payments, contributions, or other consideration to us or our affiliates, any advertising fund and/or otherwise, and may be temporary, in each case in our reasonable discretion.

We and our affiliates reserve the right to make arrangements with various suppliers of products in which we or our affiliates will receive a rebate or quantity discount for purchases made by Imo's Pizza franchisees.

8.12 PRICING.

We reserve the right, to the extent allowed by applicable law, to establish maximum, minimum, suggested or other pricing requirements with respect to the prices you may charge for products, including required participation in the System-wide discount programs and promotions. If we do not establish such pricing requirements, then you will have the right to determine the prices you charge.

8.13 COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES.

You will secure and maintain in your name all required licenses, permits and certificates relating to the operation of the Restaurant. You will maintain and operate the Restaurant in strict compliance with all applicable, then-current civil and criminal laws, ordinances, rules, regulations and orders of public authorities, including, without limitation, those relating to health, safety and sanitation, employment and labor, workers' compensation insurance, unemployment insurance and withholding and payment of federal, state and local income taxes, social security taxes, sales taxes and The Americans With Disabilities Act.

Your advertising must be completely factual, be in good taste in our judgment and conform to the highest standards of ethical advertising. In all dealings with us, your customers, suppliers and public officials, you will adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. You will refrain from any business or advertising practice which may injure our business or the goodwill associated with the Marks and other Imo's Pizza restaurants.

You agree to notify us, by telephone within forty-eight (48) hours followed within five (5) days by written notification, including copies of any pleadings or process received of: (i) the commencement of any action, suit or proceeding relative to the Restaurant; (ii) the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality which may adversely affect the operation or financial condition of the Restaurant; and (iii) any notice of violation of any law, ordinance or regulation relating to health or safety. You must not accept service of process for us and on our behalf.

8.14 COMPUTER HARDWARE AND SOFTWARE.

(1) Point of Sale System**.** You shall purchase, use and maintain the point of sale cash collection system, including all related hardware and software, ("POS System") as specified in the Operations Manual or otherwise by us in writing for use in connection with the Restaurant. The POS System must be connected to the Internet at all times via a high-speed (broadband) line, such as DSL or cable (or other communications medium specified by us) for the purpose of implementing software, transmitting and receiving data, accessing the Internet for ordering and maintaining the POS System. We may require you to upgrade the POS System hardware and/or software from time to time upon written notice. You shall accept gift cards, debit cards, credit cards or other non-cash systems (such as mobile device payments) existing or developed in the future to enable customers to purchase authorized products via such procedure, as specified by us, and shall obtain all necessary hardware and/or software used in connection with these non-cash systems. The POS system must allow us to poll your sales on a daily basis and allow us to make electronic fund transfers of the Royalty Fee, Brand Development Fund Fee, and any other fees due and payable by you. You must purchase a maintenance, repair, upgrade or updated service contract for your POS System.

(2) Computer System. In addition to the POS System, you have the sole and complete responsibility to purchase, use and maintain a personal computer system ("Computer System") as specified from time to time in the Operations Manual or otherwise by us in writing for use in connection with the Restaurant. We may designate certain computer software to be used in the

operation of the Restaurant. We may require you to maintain an e-mail account and connect the Computer System to the Internet at all times via a high-speed (broadband) line, such as DSL or cable (or other communications medium specified by us). You shall obtain all software and hardware, including digital still and video cameras, as we may specify to enable you to send and receive e-mail and digital photos and streaming video or other multimedia signals and information to and from the Restaurant site, and you shall, from time to time, upon our request transmit digital photos and real time video and audio signals of the Restaurant site to, and in the form and manner prescribed by, us. You shall purchase any upgrades, enhancements or replacements to the Computer System and/or hardware and software as we may from time to time require. You shall permit us to access the Computer System and the files stored therein via any means specified, including electronic polling communications.

(3) Proprietary Software. If we designate certain computer software ("Proprietary Software") that is owned or licensed by us to be used in the operation of the POS System and/or Computer System, you shall, at our request, license or sublicense such software from us or our designee and enter into a software (sub) license agreement on our or such designee's then-current form. From time to time, you shall purchase any upgrades, enhancements or replacements to the Proprietary Software.

8.15 PRIVACY AND DATA SECURITY.

All of your POS System, Computer System, and any other card payment systems must be compliant with all applicable laws, codes, regulations, and commonly accepted industry standards, including without limitation those laws, regulations, and commonly accepted industry standards relating to privacy, data security, and the processing and protection of confidential personal information, including, without limitation, all payment card industry ("PCI") standards, norms, requirements and protocols, including the PCI Data Security Standard (also known as the PCI Directive), or any successor thereto. You must comply with all applicable laws, codes, or regulations that relate to the privacy and data security of personal information, including without limitations laws relating to marketing or electronic communications, and with all standards, specifications, and requirements that we may impose relating to privacy and data security.

You agree that all data that you collect from customers and potential customers in connection with the Restaurant ("**Customer Data**") is deemed to be owned exclusively by us, and you also agree to provide the Customer Data to us at any time that we request you to do so. You have the right to use Customer Data while this Agreement or a successor franchise agreement is in effect, but only in connection with operating the Restaurant and only in accordance with the policies that we establish from time to time. You may not sell, transfer, or use Customer Data for any purpose other than operating the Restaurant and marketing "Imo's" products and services. We have the right to periodically specify in writing, in the Manual or otherwise, the information that you must collect and maintain on the Computer System, and you agree to provide us with the reports that we may reasonably request from the data so collected and maintained. We grant you a royalty-free non-exclusive license to use the Customer Data during the Term of this Agreement for the sole purpose of operating the Restaurant. Upon termination of this Agreement, or upon expiration of this Agreement if you do not enter into a renewal franchise agreement, you must immediately return to us all Customer Data, stored or copied in any and all formats, in the manner we prescribe. You acknowledge and agree that we own the Customer Data, and you have no right to use, or to transfer or sell to a third party, the Customer Data upon termination or expiration of this Agreement.

8.16 TRADE ACCOUNTS AND LEASE.

You agree to maintain your trade accounts and lease for your Restaurant in a current status and to seek to resolve any disputes with trade suppliers within thirty (30) days. Should you not so maintain your trade accounts, we may, at our option and after prior reasonable notice, pay any and all such accounts on your behalf, and you agree to immediately repay us such amounts. Your failure to keep trade accounts or your lease current or to make the immediate repayment to us specified herein shall constitute a default under this Agreement.

8.17 PAYMENT OF TAXES.

You shall be responsible for the payment of all taxes on your real and personal property, leasehold improvements, fixtures and equipment related to the Restaurant, and any and all sales, payroll, withholding and other taxes and Worker's Compensation and Unemployment Insurance payments, promptly when due and hold us harmless therefrom. All such taxes shall be paid directly to the taxing authorities prior to the delinquent date. If the amounts of such taxes become delinquent, we may, at our option and after prior reasonable notice, elect on your behalf to pay the same, together with penalties and interest, if any, and you agree to immediately repay us such amounts.

8.18 MANAGEMENT AND PERSONNEL OF THE RESTAURANT.

We strongly recommend that you participate in the actual day-to-day operations of the Restaurant. However, your Restaurant must at all times (i) be managed by you, or if you are an entity, by one of your owners who is a natural person with at least 25% ownership interest and voting power in the entity ("Managing Owner") or (ii) employ a General Manager with significant restaurant management experience who will have principal operational responsibility for the Restaurant, and who will have satisfactorily completed our training program. Additionally, you must employ on a full-time basis two (2) Managers, each of whom has satisfactorily completed our training program (collectively, the Managing Owner or General Manager and Managers are referred to as "Approved Restaurant Managers" or "Restaurant Manager"). All Approved Restaurant Managers and other employees must have literacy and fluency in the English language sufficient to satisfactorily complete the training program, to communicate with employees, customers, and suppliers and to satisfactorily serve customers in the Restaurant. The Restaurant must be under the direct, on-premises supervision of an Approved Restaurant Manager at all times while the Restaurant is open.

You will be solely responsible for (i) hiring, training and supervising efficient, competent and courteous employees of good character for the operation of the Restaurant; (ii) the terms of their employment and compensation; and (iii) the proper training of your employees in the operation of the Restaurant. We may, from time to time based upon our experience, provide you guidance in human resource matters such as hiring and scheduling. This guidance is provided as a resource only, and you will be entirely free to not adopt our suggestions, in your sole discretion.

8.19 INSURANCE.

You must procure, before the commencement of business, and maintain in full force and effect during the entire term of the License, at your sole expense, an insurance policy or policies issued by an insurer satisfactory to Imo's Pizza and licensed in the state where coverage is provided, and with a minimum A.M. Best Insurance Rating of A-VII or other comparable rating. Multi-location policies must include "per location" aggregate for General Liability coverage. You must also comply with all insurance requirements related to the Restaurant's lease or mortgage. You must maintain in force at all times, under these policies of insurance, minimum coverages as set forth below:

(1) Workers' compensation insurance including Occupational Disease meeting the statutory requirements of the state in which the work is to be performed and Employer's Liability insurance with policy limits of five hundred thousand dollars ($500,000) per accident; five hundred thousand dollars ($500,000) disease aggregate; five hundred thousand dollars ($500,000) disease per employee;

(2) Commercial general liability insurance written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) against claims for bodily injury, property damage, and personal and advertising injury caused by or occurring in conjunction with the operation of the Restaurant (or otherwise in conjunction with your conduct of business pursuant to this License) under one or more primary policies of insurance, each on an occurrence basis, with limits not less than two million dollars ($2,000,000) per project/general aggregate; one million dollars ($1,000,000) products/completed operations aggregate; one million dollars ($1,000,000) personal injury and advertising injury; one million dollars ($1,000,000) per occurrence. Imo's Franchising, Inc., Imo's Holding Company, and any other party or parties designated by us shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the excess liability coverage. These policies must provide primary coverage with respect to any other insurance and must list Imo's Franchising, Inc. as additional insured;

(3) Motor vehicle/automobile liability insurance for hired, owned and non-owned vehicles, against claims for bodily injury, including death and property damage caused by or occurring in conjunction with the operation of the Restaurant (or otherwise in conjunction with your conduct of business pursuant to this License), naming Imo's Franchising, Inc. as additional insured and with combined single limit coverage (personal injury, bodily injury, death and property damage) of at least two million dollars ($2,000,000) for each accident;

(4) All-risk building and contents insurance including wind, flood and earthquake, vandalism and theft insurance for the replacement value of the Restaurant and its contents;

(5) Business interruption insurance for a period adequate to reestablish normal business operations, with coverage to include royalties due to franchisors and off-premises power; and

(6) Builders' risk insurance on a completed value non-reporting basis during the period of construction and/or any remodeling of the Restaurant;

(7) Cyberliability Insurance Policy with a minimum limit of $500,000, and the policy must include Imo's Franchising, Inc. as an additional insured;

(8) Employment Practices Liability Insurance with a minimum limit of $500,000, third party liability coverage, and the policy must include defense costs of at least $100,000 on behalf of Imo's Franchising, Inc.; and

(9) Liquor Liability Insurance with a $1,000,000 for each common clause limit (if alcohol is sold).

We may periodically increase the amounts of insurance you will be required to maintain, and we may require different or additional kinds of insurance at any time. Each insurance policy (i) must name as additional insured parties "Imo's Franchising, Inc." and "Imo's Holding Company" and any other party or parties designated by us, as their interest may appear; (ii) must contain waiver of subrogation against

additional insured parties; (iii) must provide for thirty (30) days' prior written notice to us of any material modification, cancellation, termination or expiration of such policy by either the insurer or the franchisee; and (iv) must not be limited in any way by reason of any insurance which may be maintained by Imo's Pizza or any other named party and must be primary and noncontributory.

Prior to the expiration of the term of each insurance policy, you will furnish us with a certificate of insurance or with a certified copy of each renewal or replacement insurance policy you will maintain for the immediately following term and evidence of the payment of the premium for the insurance policy. If you fail or refuse to maintain required insurance coverage, or to furnish satisfactory evidence of required insurance coverage and payment of the premiums, we can obtain the required insurance coverage on your behalf. You must cooperate fully with us in our effort to obtain such insurance policies, promptly execute all forms or instruments required to obtain or maintain any such insurance, allow any inspections of the Restaurant which are required to obtain or maintain such insurance and pay to us, on demand, any costs and premiums we incur.

Your obligations to maintain insurance coverage as described above will not be affected in any manner by reason of any separate insurance we maintain, nor will the maintenance of insurance relieve you of any obligations under Section 4 of this Agreement. Franchisee acknowledges and understands that Franchisor makes no representation or warranty with respect to the adequacy or sufficiency of the insurance required under this Article, and that Franchisee shall have the sole responsibility to determine whether additional insurance or higher limits are appropriate. Franchisee should consult with its own insurance agents, brokers, attorneys or other insurance advisors to determine the level of insurance protection it needs and desires, in addition to the coverage and limits required herein. Franchisor's review and verification of certain elements of the franchisee's insurance does not in any way reduce or eliminate Franchisee's obligations to fully comply with all insurance requirements. It is Franchisee's sole obligation to fully comply with these insurance requirements and it is Franchisee's sole obligation to confirm with its insurance providers that its policies are in compliance.

8.20 COBRANDING.

We may determine from time to time to incorporate in the System programs, products or services which we either develop or otherwise obtain rights to, which are offered and sold under names, trademarks and/or service marks other than the Marks and which your Restaurant, along with other Imo's Pizza restaurants, may be required to offer and sell. This activity, referred to as "cobranding", may involve changes to the Marks and may require you to make modifications to the Premises and the furniture, fixtures, equipment, signs and trade dress of the Restaurant. If you receive written notice that we are instituting a cobranding program, you agree promptly to implement that program at the Restaurant at the earliest commercially reasonable time and to execute any instruments required to do so.

8.21 GIFT CARDS AND LOYALTY PROGRAMS.

Franchisor may require that Franchisee, if permitted by applicable law, participate in a gift card or other customer loyalty program in accordance with the provisions either set forth in the Operations Manual or otherwise disclosed to Franchisee. In order to participate, Franchisee may be required to purchase additional equipment and pay any fees applicable to the use of that equipment. If Franchisor establishes a gift card or loyalty program, it has the right to determine how the amount of the gift cards or loyalty cards will be divided or otherwise accounted for, and Franchisor reserves the right to retain the amount of any unredeemed gift cards.

8.22 THIRD-PARTY DELIVERY SERVICES.

Franchisee must utilize the third-party delivery services (e.g. Uber Eats, Grubhub, DoorDash) as required by Franchisor and may not contract with any third-party or other delivery service providers without Franchisor's prior written authorization.

8.23 TIMELY PAYMENTS.

Franchisee recognizes that Franchisee's failure or repeated delays in making prompt payment in accordance with the terms of any agreements, leases, invoices, or statements for purchase or lease of FF&E, inventories, supplies, travel agent services, or other goods and services will be detrimental to the reputation of Franchisee, Franchisor, and other System Franchisees. Franchisee shall timely pay when due all amounts owed by Franchisee in connection with the operation of the Location. In its sole discretion, Franchisor may collect all payments and amounts due or payable under this Article 7 by direct debit withdrawal from a bank account designated by Franchisee.

9. REFURBISHMENT AND REMODELING.

To ensure continued public acceptance and patronage of the System, to avoid deterioration or obsolescence of the Restaurant and to take advantage of changes and improvements in design, concept and décor, you must timely complete the following refurbishments and remodeling of the Restaurant. These requirements are in addition to your continuing obligations to maintain, repair and replace all equipment, signage, furnishing, decor and personal property related to the Restaurant in accordance with our Standards. Your obligations to maintain, repair and replace will not be delayed or deferred pending or in anticipation of any refurbishment or remodeling.

9.1 REFURBISHMENT.

You must refurbish the Restaurant in accordance with our then-current refurbishment standards, at your expense, within five (5) years from the beginning of your License, or as otherwise set forth in Item "G" of the Contract Data Schedule.

9.2 REMODELING.

If you elect to renew this Agreement, then you must remodel the Restaurant in accordance with our then- current remodeling standards, including but not limited to fixtures, furnishings, signs and equipment, as a condition of renewing.

10. MARKETING.

10.1 BY IMO'S PIZZA.

Because of the value of advertising and marketing to the goodwill and public image of Imo's Pizza restaurants, we will maintain and administer a Brand Development Fund (the "Brand Development Fund") for advertising, marketing, promotion and other purposes and programs that we deem necessary or appropriate. We will direct all advertising, marketing and promotional programs for the System, and will have sole discretion over the creative concepts, materials and endorsements used in the programs, and the geographic, market, and media placement and allocation of the programs, with sole discretion over the allocation of funds to various programs and accounts.

You understand and acknowledge that the Brand Development Fund is intended to maximize and support general public recognition, brand identity, sales and patronage of Imo's Pizza restaurants for the benefit of all Imo's Pizza restaurants. You agree that all funds contributed to the Brand Development Fund may be used by us to meet any and all costs (including reasonable salaries and overhead incurred by us) for maintaining, administering, directing, preparing, purchasing and placing national, regional or local advertising, marketing or promotional materials, programs and public relations activities, including, without limitation, the costs of preparing and conducting television, radio, magazine, billboard, social media, internet, mobile, email, digital, newspaper, and other forms of advertising, direct response literature, direct mailings, brochures, and collateral advertising material; implementing websites or social media sites for us and/or our franchisees; market research and surveys of advertising effectiveness; merchandising; menu development; trademark development; designing, preparing, printing and distributing menus, gift cards and point of purchase promotional material for the use of the System; and implementing such other advertising, loyalty programs, mobile device applications, point of sale system enhancement and replacement, marketing and promotional activities designed to increase sales and enhance the public reputation of Imo's Pizza and the System, as we deem appropriate.

The Brand Development Fund will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative and collection costs and overhead as we may incur in activities reasonably related to the administration of the Brand Development Fund and its marketing programs including, without limitation, conducting market research and menu development, preparing advertising and marketing materials, and collecting and accounting for contributions to the Brand Development Fund. We may spend in any fiscal year an amount that is greater or less than the aggregate contribution of all Imo's Pizza restaurants to the Brand Development Fund in that year. We may loan money to the Brand Development Fund, or we may borrow money from other lenders, to cover deficits of the Brand Development Fund and we may charge the Brand Development Fund the interest on such loans. We may cause the Brand Development Fund to invest any surplus for future use by the Brand Development Fund. You authorize us to collect for the Brand Development Fund any advertising or promotional monies or credits offered by any supplier based upon your purchases. All interest earned on monies contributed to the Brand Development Fund will be added to and supplement the Fund. Upon request, we will prepare an annual statement of monies collected and costs incurred by the Brand Development Fund within one hundred twenty (120) days after the end of our fiscal year and will furnish this statement to you upon your written request. At our sole discretion, we can cause the Brand Development Fund to be incorporated or operated through a separate entity when we deem appropriate, and if we do so, that entity will have all of our rights and duties pursuant to this section of the Agreement.

Each Imo's Pizza restaurant operated by us or our affiliates will contribute to the Brand Development Fund on at least the same basis as the majority of franchised Imo's Pizza restaurants. Although we will endeavor to utilize the Brand Development Fund to develop advertising and marketing materials and programs, and to place advertising, that will benefit all Imo's Pizza restaurants, we undertake no obligation to ensure that expenditures by the Brand Development Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the Brand Development Fund by Imo's Pizza restaurants operating in that geographic area or that any Imo's Pizza restaurant will benefit directly or in proportion to its contributions to the Brand Development Fund from the development of advertising and marketing materials or the placement of advertising. Except as expressly provided in this Section 10, we assume no direct or indirect liability or obligation to you with respect to our maintenance, direction or administration of the Brand Development Fund. We do not owe any fiduciary obligation to you for administering the Brand Development Fund or for any other reason.

10.2 BY FRANCHISEE.

You must participate in all advertising, marketing and promotional programs of the Brand Development Fund, including programs from time to time funded by Additional Advertising Contributions, as described in subparagraph 7.3 above. In addition:

(1) *Grand Opening Promotion.* In connection with, but no later than three (3) months after, the initial opening of the Restaurant, you must plan, coordinate and execute a "grand opening" promotional campaign at your sole cost and expense of no less than $10,000. You must obtain our prior approval of the campaign.

(2) *Local Store Marketing:* In addition to all of your payments to the Brand Development Fund described in paragraph 7.3, you also agree to spend annually for local advertising for the Restaurant, an amount equal to two percent (2.0%) of the Net Sales of the Restaurant. Without limitation, local advertising expenses for the Restaurant include advertising specifically for the Restaurant, such as in-home marketing, directional billboard or direct-mail inserts for the Restaurant and local promotional campaigns, such as local charity and youth group sponsorships. The cost of menus and the value of coupon discounts are not included in local advertising expenses. Prior to using any advertising or promotional material that you prepare for use in your local area, you must submit a specimen to us for our review and approval. If you do not receive our written disapproval of the specimen within fifteen (15) days from the date we received it, materials that conform to the specimen will be deemed approved for your use, unless we later disapprove it, in which case you must promptly discontinue further use. If an audit of your Restaurant Records determines that you failed to spend at least 2% of Net Sales for local store marketing during any of the audited calendar years, we will have the right to increase your Brand Development Fund Fee, beginning the month following the audit, by up to 2% of Net Sales for a period of time equivalent to the number of years in which the audit reveals you failed to spend 2% of Net Sales for local store marketing. In that event, you still will be required to spend at least 2% of Net Sales for local store marketing annually in addition to any payments owed as a result of the audit.

10.3 BY COOPERATIVE.

Imo's Pizza may elect, in its sole discretion, to form a cooperative marketing fund organized on a regional basis. In such event, you and substantially all other franchisees in your region must each contribute to the cooperative marketing fund up to (2.00%) of their respective Net Sales of their restaurant located within the region of the cooperative marketing fund. Each cooperative marketing fund will be administered by us in the same manner as the Brand Development Fund except that such cooperative marketing fund shall be for the benefit of those Imo's Pizza restaurants contributing to the respective cooperative marketing fund. Such contribution will offset on a dollar-for-dollar basis the local store marketing referenced in paragraph 10.2 (2) above.

Each company-operated restaurant within the region of the cooperative Brand Development Fund will also contribute the same percentage of Net Sales to the cooperative fund, per restaurant within the region, as franchisees. Each franchised and company operated restaurant contributing to the cooperative will have one vote per restaurant in determining how the cooperative will apply the funds of such cooperative.

10.4 THE INTERNET AND SOCIAL MEDIA.

You will not, without our prior written approval, use any of our Marks on the Internet or in any similar electronic or other communications medium, including without limitation websites and social media sites, to promote your business, to advertise and sell Imo's Pizza products and services, or to connect with consumers on social media websites. We have the sole right to establish an Imo's Pizza Internet website, Facebook page or other social media site using any of our Marks, and to regulate the establishment and use of linked home pages by franchisees.

11. RECORDS, REPORTS, FINANCIAL STATEMENTS AND CONDITION.

11.1 RECORDS.

You must keep full, complete and accurate books and accounts with respect to the Restaurant, in accordance with generally accepted accounting principles and all requirements of law. Unless we otherwise agree in writing, you must adopt our financial and operational reporting chart of accounts format, as set forth in the Operations Manual or otherwise furnished to you. You must preserve, in the English language and for the time periods set forth below, all books of account, governmental reports, register tapes, guest checks, daily reports and complete copies of all federal and state income tax returns, property and sales and use tax returns and supporting documents relating to your business operations at the Restaurant (hereinafter called the "Records"), including but not limited to, daily cash reports; cash receipts journal and general ledger; cash disbursements journal and weekly payroll register; monthly bank statements, and daily deposit slips and canceled checks; all business tax returns; suppliers invoices (paid and unpaid); dated cash register tapes (detailed and summary); monthly profit and loss statements; weekly guest counts; records of promotion & coupon redemptions; records described in subparagraph 8.9 above; and such other records and information as we may from time to time request. You may preserve Records and submit reports electronically in accordance with our prescribed Standards and requirements.

During the term of this Agreement, you must preserve and make available to us, upon our request, all Records for no less than your current fiscal year and your five (5) immediate-past fiscal years. For three (3) years after the expiration or termination of this Agreement or the date of any transfer of the controlling interest in this Agreement, you or the transferor must preserve and make available to us, upon our request, all Records of the last three (3) fiscal years of your or the transferor's operation under this Agreement.

11.2 REPORTS AND FINANCIAL STATEMENTS.

In the event we request, you will furnish us the following reports to us, in the form we prescribe:

(1) By the tenth (10th) day of each calendar month for the preceding calendar month, a report of the Net Sales of the Restaurant, other revenues generated at the Restaurant and other information we request. This report must also include a statement computing amounts then due for Royalty Fees and Brand Development Fund Fees and be certified by you or by your chief executive or financial officer;

(2) By the twentieth (20th) day of each calendar month for the preceding calendar month, a profit and loss statement for the Restaurant certified by you or by your chief executive or financial officer;

(3) On Monday of each week, on our standard form, a signed weekly statement of the Restaurant's Net Sales and guest counts for the seven (7) day period (Monday through Sunday) ending at the close of business on the preceding day, transmitted to us over the Internet (provided,

however, for each week for which we are able to successfully obtain your weekly Net Sales directly from your system by electronic means, we will waive your requirement to provide us a weekly sales statement);

(4) Upon our request, such other data, information and supporting records for such periods as we reasonably require; and

(5) Within one hundred twenty (120) days after the end of your fiscal year, a fiscal year-end (i) balance sheet, (ii) income statement and (iii) statement of changes in financial position (cash flow) of the Restaurant for such fiscal year, reflecting all year-end adjustments. We may require that such reports be compiled and reviewed or certified by an independent certified public accountant in compliance with standards established by the American Institute of Certified Public Accountants. Such statements must clearly set forth distributions to owners for or during such fiscal year and your total indebtedness at year end. You will also provide (iv) a statement of annual Net Sales certifying that your Net Sales for the immediately preceding fiscal year have been calculated and reported in compliance with the terms of this Agreement, each of which will be certified by you or your chief executive or financial officer.

(6) During the 4th quarter of each year, but no later than each November 15th, a business plan describing your plans and goals for the next succeeding calendar year (the annual operating plan or "AOP"). The AOP will contain such information as we shall from time to time reasonably designate. The parties acknowledge and agree that the purpose of the AOP is to provide us an opportunity to better understand your business and to offer guidance and assistance, as we determine in our sole discretion, and not to exercise any right to control your business.

11.3 FINANCIAL CONDITION; RESTRICTIONS ON DEBT.

(1) You and each guarantor of your performance represents and warrants that neither you nor any such guarantor failed to disclose any borrowed funds or otherwise incurred debt to obtain funding for the purchase or development of the Restaurant, as the case may be, except as specifically disclosed in your application(s) to become our franchisee.

(2) In connection with the operation of the Restaurant, including the payment of fees, costs and expenses to be incurred pursuant to this Agreement, you and your guarantors jointly and severally covenant and agree as follows:

(a) You and each guarantor shall not, without our prior written consent, which shall not be unreasonably withheld, directly or indirectly borrow any money or incur any debt or liability, other than lease obligations for the Restaurant and trade payables in the ordinary course of business, except that you may incur debt in connection with the development of new Imo's Pizza restaurants, provided that in connection with the development of each such restaurant, you will receive equity contributions from personal guarantors equal to not less than 25% of the total development cost of the Restaurant (which for this purpose shall consist of the cost of all leasehold improvements, furniture, fixtures and equipment). Any new debt shall have an initial amortization schedule of no more than ten (10) years from inception. In no event may you make a public offering of securities or any ownership interest in your franchisee entity.

(b) Any debt instrument must provide to us the following protections and any others that we from time to time require: (a) we must be provided notice of any default of any such debt instrument simultaneous with notice being provided to the borrower(s); (b)

we must have a right of first refusal to purchase any restaurant to be sold, disposed of, or otherwise transferred by the lender of such debt instrument; (c) we must have the right, but not the obligation, to cure any default under such debt instruments; and (d) we must have the right to operate any restaurants that are the subject of the debt instrument upon your default of such instrument. In the event you default on your debt and we elect to pursue any of the foregoing protections available to us, your right to cure such default shall expire as of the date we pursue any such protections notwithstanding any longer cure period set forth elsewhere in any agreement between you and us. Additionally, you shall be liable for the full amount we pay to cure your default plus interest, and all costs we incur, including legal fees and appraisal fees relating to the evaluation of and exercise of any such protections.

(c) You shall not extend, renew, refinance, modify or amend any debt or liability permitted by this paragraph 11.3 without prior written notice to us.

(3) If you are in default of paragraph 11.2 above, or if we otherwise reasonably determine that you have become or will become unable to meet your payment obligations to us, or our affiliates or suppliers under this Agreement, we may provide you a written notice of that determination and demand that you provide assurances reasonably designated by us, which may include security or letters of credit for the payment of your obligations to us and our affiliates. If you fail to provide the assurances we demand within 30 days after your receipt of our written notice, this Agreement shall automatically terminate without further notice to you effective immediately.

(4) If at any time you are delinquent in the payment of any amount owed to us or our affiliates or suppliers, you agree: (a) upon our request, to furnish us income statements and balance sheets for such periods and as of such dates and all in such detail as we may request, for you and each entity affiliated with you, whether or not such entity conducts any business with the Restaurant, (b) that we may directly contact any lender, lessor, supplier or vendor for the purpose of obtaining information relating to the Restaurant and any lease or financial arrangements and you hereby authorize such persons to disclose all such information to us and, if you are an entity, you agree that we may contact any of your officers, directors, shareholders or partners for any purpose reasonably related to your undertakings contained in this Agreement and (c) to furnish, at our request, books of account, governmental reports, register tapes, guest checks, daily reports and complete copies of federal and state income tax returns, property and sales and use tax returns.

12. INSPECTIONS AND AUDITS.

12.1 IMO'S PIZZA RIGHT TO INSPECT THE RESTAURANT.

To preserve the goodwill of the Marks and the System and to determine whether you are complying with this Agreement and with our Standards, we or our agents or designees can, at any reasonable time, with or without prior notice:

(1) inspect the Restaurant and the Premises;

(2) observe, photograph and make audio and/or video recordings of the operations of the Restaurant (whether or not you are present);

(3) remove samples of any food and beverage product, material or other products for testing and analysis;

(4) interview personnel of the Restaurant;

(5) interview customers of the Restaurant;

(6) have secret shoppers visit the Restaurant and talk to personnel and customers; and

(7) inspect and copy any books, records and documents relating to the operation of the Restaurant.

You consent to our making audio and/or video recordings of the operations of the Restaurant, to the extent allowed by applicable law. You agree to cooperate fully with us in connection with any such inspection, observation, recording, product removal and interviews, including presenting to your customers any evaluation forms that we periodically prescribe and participating and/or requesting your customers to participate in any surveys performed by us or on our behalf. We reserve the right to require you to reimburse us for our costs and expenses in connection with us or our agent or designee conducting an inspection of the Restaurant.

12.2 RIGHTS AND OBLIGATIONS UPON INSPECTION.

(1) We shall notify you in writing of any defects, deficiencies or unsatisfactory conditions discovered at the Restaurant in an inspection, and you agree to immediately commence to correct or repair any such deficiencies or conditions upon being advised of same and thereafter diligently pursue such correction or repair to completion at your expense.

(2) We will also have the right to require you to remove or destroy any product or item in the Restaurant that fails to conform to System Standards, or that we believe to be hazardous, contaminated or to otherwise pose an imminent risk to public health or safety. If we find the Premises to have a hazardous, unsafe, unhealthy or unsanitary condition and/or there is reason to believe that any product or products in the Restaurant are contaminated, and/or for any other reason of imminent risk to public health and safety, we will have the right to require you to immediately close and suspend operation of the Restaurant and/or to require such other actions as we, in our sole discretion, deem advisable. You must notify us immediately of any suspected product contamination or other violation affecting public health or safety and to promptly take any action we require in response thereto.

(3) If you fail to comply with the foregoing obligation to correct or repair any condition or hazardous, unsafe, or unsanitary condition at the Restaurant or Premises within the time specified by us, then we, in addition to all other available rights and remedies, including the right to terminate this Agreement pursuant to Section 16 of this Agreement, shall have the right, but not the obligation, to forthwith make or cause to be made such correction or repair, and the expenses thereof, including meals, lodging, wages and transportation for our personnel, contractors, or designees, if so utilized, shall be promptly reimbursed by you to us.

(4) Should any deficiency or unsatisfactory condition be reported more than once within any thirty (30) day period or three (3) times in any twelve (12) month period, we shall have the right, but not the obligation, in addition to all other available rights and remedies, to place a representative in charge of all operations of the Restaurant for a period of up to thirty (30) days in each such instance, and the wages and expenses of meals, lodging and transportation for said representative, which shall be commensurate with that provided for managers of other Imo's Pizza restaurants, shall promptly be reimbursed by you upon request by us.

12.3 IMO'S PIZZA RIGHT TO AUDIT.

You shall maintain and preserve accurate books, records and tax returns, including related material, such as cash register tapes and invoices, for the Restaurant for at least five (5) years from the date such record is prepared. Such books, records, tax returns and supporting material shall be made available by you for inspection, examination or audit by us at all reasonable times and at such locations as may be designated by us from time to time. Such examination or audit shall be at our expense unless it is disclosed that the total of monthly Net Sales submitted by you for the period being inspected by us is understated to the extent of two percent (2%) or more, in which case all costs and expenses related to such audit shall be borne by you. You shall immediately pay us on demand any deficiency in monthly Royalty Fee or Brand Development Fund Fee payments disclosed by such audit, together with: (1) interest at the lower of the maximum rate permitted by law or fifteen percent (15%) per annum, from the date such payments were originally due for payment to us, and (2) a late fee, for additional administrative fees incurred by us, equal to the greater of ten percent (10%) of the amount of fees so understated or two hundred fifty dollars ($250.00).

13. TRANSFER OF LICENSE.

13.1 BY IMO'S PIZZA.

This Agreement is fully transferable by us and will inure to the benefit of any transferee or other legal successor to our interests in this Agreement. You agree to execute any forms that we may reasonably request to effectuate any such transfer or assignment by us.

13.2 BY FRANCHISEE.

You may not transfer the License without our approval**.** The rights and duties created by this Agreement are personal to you. We have granted the License to you in reliance upon the individual and collective character, skill, aptitude, attitude, and business ability of the persons who will be engaged in the ownership and management of the Restaurant, your financial capacity and the representations and warranties made to us in your application, and the representations, warranties and covenants contained in this Agreement. Accordingly, neither this Agreement nor the License (or any interest therein), nor any part or all of the ownership of Franchisee (if an entity) or the Restaurant (or any interest therein), may be transferred, in whole or in part, directly or indirectly, without our prior written approval, and any attempted transfer without our prior written approval will constitute a breach of this Agreement and convey no rights to or interests in this Agreement or the License. As used in this Agreement the term "transfer" means and includes the voluntary, involuntary, direct or indirect assignment, sale, gift, pledge, grant of security interest or other transfer by you of any interest in: (i) this Agreement or any related agreement between you and us; (ii) the License; (iii) the Franchisee; (iv) the Restaurant or (v) the Premises. Provided that all conditions set forth in this Section 13 are satisfied, we will not unreasonably withhold our approval of any transfer by you.

This paragraph 13.2 does not apply to an interest in the Restaurant or the Premises conditionally transferred to a bona fide lender as collateral security for a loan to you or to any financing or refinancing structured as a sale-leaseback, provided that upon the sale of the Restaurant, it is simultaneously leased back pursuant to a Lease Agreement which is subject to our rights under this Agreement. At no time, however, may a security interest be given in this Agreement or the License granted hereunder, without our written consent.

13.3 OUR RIGHT OF FIRST REFUSAL.

If, at any time during the term of this Agreement and for a period of ninety (90) days thereafter, you or any of your shareholders, members or partners has received and desires to accept a signed, bona fide written offer from a third party to purchase any interest in this Agreement, the License, the Restaurant, the Premises, or a controlling interest in the Franchisee-entity, you must submit to us an exact copy of the executed, written offer from a responsible and fully disclosed purchaser along with any other information that we may reasonably request. We may, upon written notice to you within forty-five (45) days after the date of delivery of an exact copy of such offer and all requested information to us, elect to purchase such interest for the same price and on the same terms and conditions as are contained in such offer, as modified pursuant to the provisions of this section. Regardless of the terms of the offer, we may, in our discretion, structure the transaction as an asset purchase, rather than a stock purchase, and substitute cash for securities or other property as consideration. If less than the entire interest in the Franchisee, this Agreement, the License, the Restaurant or the Premises is proposed to be sold, and if we, in our sole discretion, exercise our election hereunder, we will purchase the entire interest for a price equal to the proposed price plus a pro rata increase based on the value of the interest to be purchased. Our credit will be deemed equal to the credit of any proposed purchaser, and we will have not less than ninety (90) days to prepare for closing. We will be entitled to all representations and warranties customarily given by the seller of assets of a business. We will not be obligated to pay any finder's or broker's fee or commission. Our exercise of our rights hereunder will not modify the transfer requirements of this Section 13 nor relieve you of your obligation to pay us the then-current transfer fee.

If we do not exercise our right of first refusal, the sale or other transfer may be completed pursuant to and on the terms of such offer, subject to our approval of the transfer as otherwise provided in this Agreement; provided, however, that if the proposed sale or other transfer is not completed within one hundred twenty (120) days after delivery of such offer to us, or if there is any change in the terms of the proposed transaction, we will have an additional right of first refusal for an additional thirty (30) days.

Our right of first refusal will not apply to the sale or transfer of an interest in this Agreement, the License, Franchisee, the Premises or the Restaurant to a member of the Seller's immediate family or, if Franchisee is an entity, between or among previously approved owners of Franchisee, provided that such transfer is otherwise permissible under this Agreement.

13.4 CONDITIONS FOR OUR APPROVAL OF YOUR TRANSFER.

The proposed transferee and its owners (if the proposed transferee is an entity) must meet our then-current criteria for Imo's Pizza restaurant franchisees. We shall not unreasonably withhold our consent to any transfer, provided, however, that prior to the time of such transfer, we may require that our then current conditions for transfer, including the conditions specified below, are met:

(1) You must have operated the Restaurant for a period of not less than one (1) year prior to the proposed transfer;

(2) You must pay and satisfy (i) all accrued money obligations to us, including but not limited to Royalty Fees, Brand Development Fund Fees, (ii) all amounts owed to our parent, subsidiaries and affiliates, and (iii) your obligations to any third party, if any;

(3) You must cure to our satisfaction any defaults under this Agreement or any other agreement between you, your affiliates, and us;

(4) The Restaurant, including equipment, signs, building, improvements, interior and exterior, must be in good operating condition and repair, and if the transfer occurs before you have refurbished or remodeled the Restaurant pursuant to Section 9 of this Agreement, then prior to the transfer, you must ensure that the Restaurant is in compliance with our then-current Standards;

(5) The transferee and each partner, shareholder or member of the transferee must be a United States citizen or lawful resident alien, of good moral character and reputation, must be creditworthy and must have sufficient business experience, aptitude and financial resources to operate the Restaurant. Such qualifications include, without limitation, literacy and fluency in the English language sufficient, in our opinion, to communicate with employees, customers, and suppliers and to satisfactorily complete our training program, and such other tests and interviews as we reasonably require;

(6) The transferee and its management personnel must have completed our training program to our satisfaction;

(7) The transferee, including, where appropriate, all shareholders, members and partners of the transferee, must jointly and severally execute, on our then-current forms, a franchise agreement, guarantees, and all other standard ancillary agreements, including, but not limited to, an agreement, if applicable, that in the event the transferee will at any time be unable to make payments both to Imo's Pizza and to you for the purchase of the Restaurant, payments to Imo's Pizza, its affiliates and/or subsidiaries (including the Brand Development Fund) will have priority;

(8) The transferee must pay us a transfer fee equal to 25% of our then-current transfer fee;

(9) You, and your partners, members, shareholders, officers and directors and any other owners must execute a general release in a form satisfactory to us, of any and all claims against us, our subsidiaries and affiliates, and our and their officers, directors, partners, employees and agents;

(10) We must approve the material terms and conditions of such transfer, including, without limitation, our determination that the price and terms of payment are not so burdensome as to adversely affect the subsequent operation or financial results of the Restaurant. This requirement creates no liability on our part to either you or your transferee, if we approve the transfer and the transferee later experiences financial difficulties;

(11) The transferee may not be a limited partnership, trust or other entity we do not specifically authorize and approve;

(12) You and your transferring owners must execute a non-competition covenant in favor of us and the transferee, containing the terms set forth in paragraph 15.1;

(13) The lessor and lender, if any, of the Premises must give you any required advance written consent to the transfer of the Lease or Premises, and you must provide us with a copy of such consent;

(14) You and your owners may be required, in our reasonable discretion, to require you to guarantee the transferee's financial obligations to us in its commitment agreement and license agreement for the longer of two (2) years from the date of transfer or until any seller note is paid in full; and

In addition, we reserve the right to promulgate, communicate and enforce such additional reasonable requirements as we may hereafter, in good faith, establish.

Neither you nor any lending institution may assert any security interest, lien, claim or right now or hereafter in the License or franchise agreement granted to the transferee, or, if applicable, our lease of the Restaurant. Any security interest, lien, claim or right asserted with respect to any personal property at the above location will not include "after-acquired" property unless the same is subordinated to any subsequent lien for purchase-money financing of said after-acquired property.

13.5 YOUR TRANSFER TO A WHOLLY-OWNED ENTITY.

If you are in full compliance with this Agreement, we will not unreasonably withhold our approval of a transfer to an entity which conducts no business other than the Restaurant (or other Imo's Pizza restaurants), which is actually managed by you, in which you maintain management control and own and control one hundred percent (100%) of the equity and voting power of all issued and outstanding securities, provided that you guarantee, in accordance with our then current form, the performance of such transferee's obligations under this Agreement. Transfers of interests in such entity will be subject to the other provisions of this Section 13 and of Section 22.

13.6 YOUR DEATH, DISABILITY OR INCAPACITY.

If you or any of your Principals as defined in Section 6.1, die, become permanently disabled or lack mental capacity, the legal representative of the deceased, disabled or incapacitated party, as the case may be, together with all surviving partners, members or shareholders, if any, must, within six (6) months of such death, disability or mental incapacity, jointly apply in writing to transfer this Agreement or the interest of the affected party in this Agreement, to such person or persons as the legal representative may specify and who meets our then-current qualifications for franchisees and whom we approve.

If the legal representative and all surviving Principals, if any, do not propose a transferee acceptable to us under the standards set forth in this Agreement within the period set forth above, or if no transfer of the interest will have been accomplished consistent with the provisions of this Section 13 within one (1) year from the date of death, disability or mental incapacity, this Agreement will terminate forthwith and all rights licensed hereunder will automatically revert to us. We will have the right and option, exercisable upon such termination, to purchase all furniture, fixtures, signs, equipment and other chattels at a price to be agreed upon by the parties or, if no agreement as to price is reached by the parties, at such price as may be determined by a qualified, independent appraiser approved by both parties, such approval not to be unreasonably withheld. We will give you notice of our intention to exercise this option no later than twenty-one (21) days prior to termination. If you do not object to proposed appraiser within twenty (20) days after our notice, such appraiser will be deemed approved by both parties.

If the deceased, disabled or incapacitated party is also the General Manager of the Restaurant, then during the interim period until a transfer of the interest under this paragraph 13.6 has taken place, the legal representative and surviving Principals will operate the Restaurant through a successor General Manager who we have approved. If you fail to appoint a successor General Manager approved by us within ninety (90) days after the date of death, disability or mental incapacity of the General Manager we may terminate this Agreement after sending you a thirty (30) day written notice-to cure.

13.7 EFFECT OF OUR CONSENT TO YOUR TRANSFER.

Our consent to a transfer of this Agreement, the License, the Restaurant and/or an interest in the Franchisee-entity will not constitute a waiver of any claims we may have against you (or your owners if

you are an entity), nor will it be deemed a waiver of our right to demand exact compliance with any of the terms or conditions of this Agreement by the transferee.

14. CONDEMNATION AND CASUALTY.

You must give us immediate notice in writing of any fire or casualty at the Restaurant, or of any proposed taking by eminent domain of the Restaurant or any means of access thereto or any portion of the Premises. If we determine that (i) it is impossible or economically unreasonable to rebuild the Restaurant on the Premises or (ii) the taking will have a material, sustained adverse impact on the operation of the Restaurant on the Premises (or whatever remains thereof), we will permit you to transfer the License to a nearby location that you select within six (6) months of the casualty or taking, as the case may be. If we approve the new location, and provided you are not in default of this Agreement, you must open a new restaurant at such approved location in accordance with our specifications within one (1) year of the closing of this Restaurant. The new restaurant will be deemed to be the Restaurant under this Agreement, for the balance of the term hereof.

Except for permanent closing authorized as stated above, if the Restaurant is damaged by fire or other casualty, you will expeditiously repair the damage. If the damage or repair requires closing the Restaurant, you will diligently repair or rebuild the Restaurant in accordance with our Standards, commencing reconstruction no later than four (4) months after the fire or casualty, and completing reconstruction to reopen the Restaurant for continuous business operations in no event later than twelve (12) months after the fire or casualty. You will give us ample advance written notice of the date of reopening. If the Restaurant is not reopened in accordance with this Section 14, the License and this Agreement will terminate as prescribed in Section 17.

Nothing in this Section 14 will extend the term of this Agreement, but you will not be required to pay us any Royalty Fees or Brand Development Fund Fees for periods during which the Restaurant is closed by reason of condemnation or casualty.

15. RESTRICTIVE COVENANTS.

15.1 YOUR COVENANTS NOT TO COMPETE.

You acknowledge and agree that we have invested a substantial amount of time and money in developing the System, the Marks, and the Confidential Information; that we, you, and our other franchisees have a legitimate business interest in protecting our System and our Confidential Information, including our trade secrets, against unauthorized use or disclosure; and that we would be unable to encourage a free exchange of ideas and information among us and our franchisees and developers, if franchisees and developers were permitted to hold interests in or perform services for competing businesses. Accordingly, you and your Principals acknowledge and agree that the following restrictions are reasonably required to protect these legitimate business interests, including by protecting our Confidential Information and other elements of the System from unauthorized appropriation.

Therefore, except for the operation of additional Imo's Pizza restaurants under licenses we grant you, you and your Principals agree that (i) during the term of this Agreement, including any extension or renewal hereof, and (ii) for a period of two (2) years after expiration, termination, or approved transfer of this Agreement, regardless of the cause of any termination (hereinafter called the "Post-Term Period"), neither you nor any of your Principals will own, maintain or otherwise have any direct or indirect or beneficial interest in, or perform services as an officer, director, manager, employee or consultant or otherwise for, any business which owns, operates, licenses, franchises or develops one or more restaurants

or food service establishments for which pizza sales make up more than ten percent (10%) of total sales for such business.

With respect to the Post Term Period, this restriction will apply only to any such competing restaurants and food service establishments located within a radius of five (5) miles of the Restaurant or any other Imo's Pizza restaurant operated by us or any other of our franchisees at the time of termination or expiration of the Agreement.

For purposes hereof, an indirect interest will be presumed to exist if such interest is that of the spouse or of a parent or child of a Principal, in addition to other forms of indirect or beneficial interests. Such restrictions will not apply to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent five percent (5%) or less of the number of shares of that class of securities issued and outstanding.

15.2 YOUR ADDITIONAL RESTRICTIONS.

For and during the term of this Agreement and for the Post Term Period defined above, neither you nor any of your Principals will do any of the following:

(1) divert or attempt to divert any business or customer of the Restaurant to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with our Marks and System; and/or

(2) violate the restrictions relating to Confidential Information contained in paragraph 6.2. of this Agreement.

15.3 OUR RESTRICTIVE COVENANT.

For and during the term of this Agreement, we will not open and operate or permit another party, including our parent and affiliates, to open and operate a new Imo's Pizza Restaurant in your Protected Area.

15.4 SCOPE AND APPLICABILITY.

The covenants contained in this Section 15 will be construed as severable and independent and will be interpreted and applied consistently with the requirements of reasonableness and equity. If all or any portion of a covenant in this Section 15 is held unreasonable or unenforceable by a court having valid jurisdiction, then the parties agree that the covenant shall be modified by the court to the extent that it deems necessary to make such covenant enforceable to the greatest extent possible under applicable law. In addition, we will have the right, in our sole discretion, to reduce the scope of any covenant set forth in paragraphs 15.1 or 15.2 above, or any portion or portions thereof, without your consent, and you agree you will comply with any covenant as modified.

16. DEFAULT AND TERMINATION

16.1 IMMEDIATE TERMINATION BY IMO'S PIZZA.

We may immediately terminate this Agreement, upon delivery of written notice to the Franchisee, **without an opportunity to cure** the default, if Franchisee, or as applicable, any of its Principals:

(1) has made any material misrepresentations to Franchisor before or after the granting of the franchise;

(2) fails to meet the deadlines for controlling the Premises, starting construction, and opening for business, unless the Franchisor extends any of these time periods in writing to address unforeseen delays not within the control of the Franchisee;

(3) ceases to do business, discontinues operating as an Imo's Pizza® restaurant, or remains closed, for more than three (3) consecutive days without the Franchisor's prior written consent, or loses the right to possess or occupy the Premises, or a substantial part of the Premises, or the Franchisee abandons, surrenders, or transfers control of the Restaurant, the Premises, or this Agreement without the Franchisor's prior approval;

(4) knowingly maintains materially false books or records, or knowingly submits any materially false reports to the Franchisor, or denies the Franchisor's representatives the right to enter and inspect the Restaurant or to examine or audit its books and records;

(5) within any period of 12 consecutive months, fails to comply with this Agreement on 3 or more separate occasions for which notices of default were given (or fails on 2 or more separate noticed occasions to comply with the same obligation), whether or not those failures to comply are corrected;

(6) makes any unauthorized use of the Marks that materially impairs the goodwill associated with any of the Marks or the System or contests or opposes in any court or proceeding the Franchisor's ownership of all or any part of the Marks or the System;

(7) makes any unauthorized use or disclosure of any Confidential Information, or any portion of the System, Operations Manual or training materials, or duplicates any part of the System at another restaurant or business (other than another Imo's Pizza restaurant), or makes any other unauthorized use of any part of the System;

(8) makes or attempts an unauthorized transfer of rights or obligations under this Agreement or any interest in the Franchisee in violation of Section 13, or takes any action toward dissolving or liquidating the entity owning the franchise, or any similar action is taken against the Franchisee, without providing the Franchisor advance written notice and complying with Section 13;

(9) is convicted of, or pleads no contest to, a felony or other crime or offense that the Franchisor believes may adversely affect the Franchisee's reputation, or the reputation of the Franchisor, the Restaurant, the Marks, or the System;

(10) becomes insolvent or is unable to pay its debts as they mature; makes an assignment for the benefit of creditors or an admission of inability to pay obligations as they become due; files a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, dissolution, composition or other settlement with creditors under any law; admits or fails to contest the material allegations of any pleading filed against it related to any insolvency action; is adjudicated bankrupt or insolvent; has a receiver or other custodian appointed for a substantial part of its assets or its Restaurant; has a final judgment remain unsatisfied or of record for 90 days or longer; has an execution levied against any substantial part of its assets; has a tax levy made; has a suit to foreclose any lien or mortgage against it or its Restaurant instituted and not dismissed within 90 days; has a substantial part of its real or personal property sold after levy of judgment by any

sheriff, marshal or constable; or has the claims of its creditors abated or subjected to a moratorium under any law; or

(11) breaches a material obligation, representation, or warranty contained in this Agreement, and by its nature the breach cannot be cured.

16.2 TERMINATION BY IMO'S PIZZA WITH NOTICE: 24 HOUR CURE

If any of the following Franchisee defaults occur, the Franchisor may terminate this Agreement by giving the Franchisee written notice stating the nature of the default 24 hours prior to a specified termination date. You may avoid termination by curing the default to the Franchisor's satisfaction within the 24 hour cure period. Ifthe specified default is not timely cured, this Agreement will terminate without further notice, effective upon expiration of the 24 hour period. The Franchisee defaults to which this 24 hour termination provision applies are the following:

(1) conducting Restaurant operations in a manner that, in the opinion of a local governmental authority or the Franchisor, constitutes an imminent danger to public health or safety;

(2) failing to faithfully observe appropriate food-borne illness prevention techniques; or

(3) any breach of this Agreement that materially impairs the goodwill associated with any of the Marks or the System.

16.3 TERMINATION BY IMO'S PIZZA WITH NOTICE: 10-DAY CURE

If any of the following Franchisee defaults occur, the Franchisor may terminate this Agreement by giving the Franchisee written notice stating the nature of the default 10 days prior to a specified termination date. You may avoid termination by curing the default to the Franchisor's satisfaction within the 10-day cure period. If the specified default is not timely cured, this Agreement will terminate without further notice, effective upon expiration of the 10-day period. The Franchisee defaults to which this 10-day termination provision applies are the following:

(1) failure to accurately report all Net Sales;

(2) failure to timely pay any amounts due for Royalty Fees, Brand Development Fund Fees, or any other amounts due the Franchisor or its affiliates;

(3) failure to pay any debts, obligations, assessments and taxes due and payable to vendors, suppliers, landlords, lessors, federal, state or local governments or creditors in connection with Franchisee's business, unless there is a bona fide dispute and the Franchisee is properly, and without further risk of loss of the Restaurant or the Premises, contesting the matter;

(4) violation of any law, ordinance, rule, or regulation of a government agency in connection with the Premises or the operations of the Restaurant, or failure to correct the violation after notice, unless there is a bona fide dispute as to the violation or the legality of the law, ordinance, rule, or regulation, and the Franchisee has properly resorted to appropriate courts or forums to contest that violation or legality; or

(5) failure to obtain or maintain in force any insurance, license, permit, or bond required by local authority, or by this Agreement, or that is necessary for the Premises or the operations of the Restaurant.

16.4 TERMINATION BY IMO'S PIZZA WITH NOTICE: 30-DAY CURE

If any of the following Franchisee defaults occur, the Franchisor may terminate this Agreement by giving the Franchisee written notice stating the nature of the default 30 days prior to a specified termination date. You may avoid termination by curing the default to the Franchisor's satisfaction within the 30-day cure period. If the specified default is not timely cured, this Agreement will terminate without further notice, effective upon expiration of the 30-day period. The Franchisee defaults to which this 30-day termination provision applies are the following:

(1) failure to comply with any provision of this Agreement other than the provisions allowing the Franchisor to terminate this Agreement immediately, with a 24 hour cure period or with a 10-day cure period, as set forth in Sections 16.1, 16.2 and 16.3;

(2) failure to comply with any mandatory Standards in the Operations Manual or otherwise prescribed by the Franchisor, other than those Standards for which the non-compliance allows the Franchisor to terminate the Agreement immediately or with a 24 hour or 10 day cure period, as set forth in Sections 16.1, 16.2 and 16.3;

(3) failure to commence or properly and in a workmanlike manner complete any required maintenance, repairs, or refurbishment to the Restaurant;

(4) failure to satisfactorily pass any inspection of the Restaurant or the Premises by the Franchisor or local authority, other than those failures which allow the Franchisor to terminate the Agreement with a 24 hour cure period as set forth in Section 16.2;

(5) failure to employ a full-time, trained General Manager or appropriate number of Approved Restaurant Managers; or

(6) default by the Franchisee, or any of its Principals or any affiliate, under the terms of any other agreement with the Franchisor, including, without limitation, any lease or other franchise agreement, with the Franchisor.

16.5 TEMPORARY REMOVAL FROM MARKETING AND SALES CHANNELS.

If Franchisee's default is such that, in Franchisor's sole judgment, the Restaurant does not fairly represent the quality and standards of the System, Franchisor may, temporarily in lieu of termination, remove the Restaurant from marketing channels, online and mobile application ordering functions, generally available to all franchisees. Because fees charged by Franchisor for access to such marketing and ordering channels are generally set to cover the cost of the channels and charged on a pro rata basis, Franchisee shall continue to pay such fees, so that Franchisee's default does not negatively impact other Franchisor franchisees. Franchisor's removal of the Franchised Business from generally available marketing and online ordering channels will not constitute a waiver of Franchisor's right to terminate this Agreement due to the underlying default.

16.6 TEMPORARY MANAGEMENT BY FRANCHISOR.

In the event of any default under this Agreement, in order to prevent any interruption of the Restaurant, which Franchisee agrees would cause harm to the Restaurant and the System, Franchisee authorizes Franchisor or its agents and affiliates to operate the Restaurant for so long as Franchisor deems necessary and practical in its sole discretion. All income from the operation of the business will be kept in a separate account, and the expenses of the business, including reasonable compensation and expenses of Franchisor and its agents, in an amount equal to ten percent (10%) of Franchisee's Net Sales, will be charged to this separate account. Nothing in this Section is intended to require Franchisor to operate the business in the event of Franchisee's inability, and the rights described in this Section may be exercised or not exercised in Franchisor's sole and absolute discretion.

16.7 COMPLIANCE WITH APPLICABLE LAW.

If any provisions of this Agreement provide for periods of notice less than those required by applicable law, or provide for termination, cancellation or non-renewal other than in accordance with applicable law, those provisions shall not be followed to the extent they are not in accordance with applicable law. The Franchisor shall in that case comply with applicable law governing the notice period or grounds for termination, cancellation, or non-renewal of the Agreement.

16.8 NO LIMITATION ON EVENTS OF DEFAULT OR REMEDIES.

In any judicial proceeding in which the validity of Franchisor's termination is at issue, the Franchisor will not be limited to relying on the reasons for termination which are set forth in this Article 16 or in any notice sent to the Franchisee in accordance with this Article. The Franchisor's specified rights to terminate this Agreement are in addition to all rights or remedies available at law or in equity in case of any actual or threatened Franchisee breach, failure, or default. All of the Franchisor's rights and remedies are cumulative and not alternative.

17. OBLIGATIONS UPON TERMINATION OR EXPIRATION

17.1 YOUR OBLIGATIONS.

Upon any termination or expiration of this Agreement, your License to use the Marks and the System and your right to operate the Restaurant under the Marks will immediately terminate, and:

(1) You must pay to us, within fifteen (15) days after termination or expiration or such later date on which the amounts due to us are determined, all sums owing or accrued from you to us, including but not limited to, Royalty Fees, Brand Development Fund contributions, amounts owed for your purchases from us or our parent, subsidiaries and affiliates, predecessors, successors and assigns, interest due on any of the foregoing, and all other amounts owed to us or our parent, subsidiaries and affiliates under this Agreement or otherwise and any costs and expenses, including reasonable attorneys' fees, incurred by us by reason of your default. Upon termination by reason of your default under Section 16 of this Agreement, such sums shall include actual and consequential damages suffered by us for the remainder of the term of this Agreement, and costs and expenses (including reasonable attorneys' fees) incurred by us, as a result of the event of default and the termination; and

(2) You must immediately cease to operate the Restaurant and not directly or indirectly at any time or in any manner identify yourself or any business as a current or former Imo's Pizza restaurant, or as a current or former franchisee or licensee of ours, or as otherwise

associated with us, or utilize for any purpose any trade name, trade or service mark or other commercial symbol that suggests or indicates a connection or association with us. You must also return to us any and all resalable inventory of our Proprietary products for which you will be compensated at the lower of their cost or market value; and

(3) You must immediately and permanently cease to use, by advertising or in any other manner whatsoever, any feature or method associated with the System, any or all of the Marks or any colorable imitation thereof and any other trade secrets, Confidential Information, the Operations Manual, slogans, trade dress, signs, symbols or devices which are part of our System or are otherwise used in connection with the operation of the Restaurant. You agree that any unauthorized use of our Marks after termination of this Agreement will constitute willful trademark infringement and will cause us irreparable harm; and

(4) You must immediately cease to use in any business or otherwise any of our Confidential Information which has been disclosed to, learned by or acquired by you. You must immediately return to us all copies of the Operations Manual and other Confidential Information in your possession (all of which you acknowledge to be our property), and will retain no copy or record of any of the foregoing or electronic access to any of the foregoing, except your copy of this Agreement, any correspondence between the parties, and any other documents which you reasonably needs for compliance with any provision of law; and

(5) You must immediately remove from the Premises, and return to us (or with our consent, destroy) any and all signs, menus, fixtures, furniture, furnishings, equipment, advertising, materials, stationery supplies, forms or other articles that display or contain any Mark or that otherwise identify or relate to an Imo's Pizza restaurant; and

(6) You must immediately remove all Marks that are affixed to uniforms and/or, at our direction, cease to use all uniforms that have been used in the Restaurant; and

(7) You must, within five (5) days after termination or expiration, disconnect, withdraw and/or terminate any telephone listings and/or fictitious name registration containing the word "Imo's Pizza". Upon our written demand upon any termination, expiration or non-renewal of the License, you must assign to us any telephone number used in the operation of the Restaurant. You hereby appoint us as your attorney- in-fact to do any act necessary to effect the intent of this paragraph; and

(8) You must continue to comply with Section 15 of this Agreement, for the Post-Term Period specified therein. If you begin to operate any other business, wherever situated, you will not, in connection with such other business or the promotion thereof, use any reproduction, counterfeit, copy or colorable imitation of any of our Marks or trade dress; and you will not utilize any designation of origin or description or representation which falsely suggests or represent an association or connection with Imo's Pizza, whether or not it constitutes unfair competition; and

(9) You must, at our request, either terminate or assign to us any website that identifies you as currently or formerly associated with us or that displays any Mark, as well as any domain name of such website or any of your domain names (collectively the "Domain Names"), and you acknowledge that, between Imo's Pizza and Franchisee, Imo's Pizza has the sole right to any Domain Name, and transfer any social media accounts and profiles to us, or provide us full administrative rights to such accounts and profiles; and

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

17.2 OUR RIGHTS AND REMEDIES UPON TERMINATION.

(1) Liquidated Damages. The parties recognize the difficulty of ascertaining damages to Franchisor resulting from premature termination of this Agreement and have provided for Liquidated Damages, which Liquidated Damages represent the parties' best estimate as to the damages arising from the circumstances in which they are provided and which are the only damages for the premature termination of this Agreement and not as a penalty or as damages for breaching this Agreement or in lieu of any other payment. Accordingly, if this Agreement is terminated by Franchisor for cause, or by Franchisee without cause, Franchisee shall pay to Franchisor within ten (10) days of termination a lump sum payment (as Liquidated Damages and not as a penalty or in lieu of any other payments required under this Agreement) equal to the total of all amounts required under Article 4 of this Agreement (including Initial Franchise Fees, Royalty Fees and Brand Development Fund Fees, Web Strategy, Technology and Intranet Fee, pro-rata marketing and advertising fees) for the thirty-six (36) calendar months of operation of the Location under the System immediately preceding Franchisee's default, or if there have not been twenty-four (24) full calendar months of actual operation under the System, then for the period of time the Location has been in actual operation under the System projected over a twenty-four (24) calendar months basis

(2) Our Right to De-identify Premises. If you fail to take such actions as required above to our satisfaction within thirty (30) days of termination or expiration of this Agreement, you grant us the right to enter the Premises to remove all items bearing the Marks and take such actions as we deem necessary to de-identify the Restaurant from the System without committing any trespass or incurring any liability for such actions. You will be responsible for all costs and expenses that we incur in taking such actions.

(3) Temporary Operating Period: Upon termination, expiration or refusal to renew or extend the term of this Agreement, we will be entitled, at our sole option, to elect to continue to operate the Restaurant for a temporary period selected by us, not to exceed six (6) months ("Temporary Operating Period"). We will deliver written notice to you if we elect to exercise this option. During the Temporary Operating Period, we shall pay all of the normal operating expenses, including the payment of current rent and other charges due under the Lease for the Restaurant arising during the Temporary Operating Period, and salaries of employees working in the Restaurant which accrued while we operate the Restaurant. On or prior to the expiration of the Temporary Operating Period we will be further entitled, at our sole option, to assume your executory obligations under the real estate and equipment leases applicable to the Restaurant and to exercise the purchase option described in Section 17.2(4) below. If we exercise our option to permanently operate the Restaurant, we shall use reasonable efforts to release and discharge you from any executory obligations under the real estate and equipment leases for the Restaurant or shall hold you harmless from future rents, future lease charges and all other future liabilities under the applicable leases.

(4) Right to Purchase Assets and Assume Lease: We shall, within thirty (30) days following the expiration or termination of this Agreement for any reason, or within the Temporary Operating Period referenced in Section 17. 2(3) above, have the option, at our sole discretion, to purchase all or any portion of the assets of the Restaurant and any other materials, equipment or supplies bearing our Marks, and to have you assign and transfer the Lease for the Premises to us. Our purchase price for the portion of your inventory or supplies purchased directly from us shall be at your cost. Our purchase price for the remaining inventory, equipment, parts, fixtures and

furnishings utilized by you in the operation of the Restaurant shall be the fair wholesale market value thereof. In addition, we shall be permitted to deduct and withdraw from the purchase price to be paid to you for any such items all sums due and owed to us. In determining the fair market value of such items, the parties shall exclude any factor or increment for goodwill or going-concern value. Except as provided below, the purchase price will be paid in cash at the closing of any such purchase which will occur no less than thirty (30) days from the date of exercise of the option.

If the parties are unable to reach agreement as to the fair market value of the assets of the Restaurant to be purchased by us, the parties hereby agree to appoint an independent appraiser to make such determination, whose determination will be binding upon the parties. The fees and expenses of such appraisal shall be paid in equal proportions by the parties. If you do not object to proposed appraiser within twenty (20) days after our notice, such appraiser will be deemed approved by both parties.

17.3 CONTINUING OBLIGATIONS.

All obligations of Imo's Pizza and Franchisee which expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire. The obligations which shall survive the termination or expiration of this Agreement include without limitation Sections 4 (Marks), 5.4 (Indemnification), 6 (Confidentiality), 8.19 (Insurance), 15 (Restrictive Covenants), 17 (Obligations after Termination or Expiration), 19 (Enforcement), and 20.3 (Waivers).

18. DISPUTE RESOLUTION.

18.1 AGREEMENT TO USE PROCEDURE.

Except to the extent we seek payments owed by you to us or to our affiliates or injunctive or other equitable relief or specific performance to enforce provisions of this Agreement, the provisions of this Section 18.A shall apply to all disputes between the Franchisor (including our affiliates, owners, officers, directors, and employees) and the Franchisee and/or its Principals, arising out of or relating to this Agreement (including any claim that any part of this Agreement is invalid, illegal, or otherwise ineffective), to disclosures made or other actions or omissions occurring prior to execution of the Agreement, and/or to any business relationship that exists, or activities that are conducted, as a result of this Agreement (each, a "Dispute"); provided, that the provisions of this Section 18.1 shall not apply after Franchisor has terminated this Agreement under Section 16, even if the Franchisee disputes the validity of the termination. We will use these procedures to attempt to resolve amicably any Dispute without the necessity of litigation and before commencing any legal action, except as permitted in this Section. If a party commences any legal action without first using these procedures, the other party will be entitled, upon appropriate motion, to abate the legal action pending compliance with this Section 18.1.

18.2 INITIAL PROCESS.

The party initiating the process must give initial written notice to the other party describing the Dispute and identifying one or more authorized individuals with power to resolve the Dispute. The date of receipt of the initial notice is the "Start Date." Within 10 days after the Start Date, the other party must designate in writing its authorized individuals with power to resolve the Dispute. The authorized individuals will meet in good faith no later than twenty (20) days after the Start Date to discuss resolution of the Dispute. If the Dispute has not been resolved within forty-five (45) days after the Start Date, any party may cease direct negotiations and submit the Dispute to mediation in accordance with the procedure in Section 18.C.

18.3 MEDIATION.

(1) Selection of Location and Mediator: Within 10 days after the parties cease direct negotiations under Section 18.2, they will attempt to select a location for the mediation. If they cannot agree within 10 days, the mediation will be held either in the city in which the Franchisor then has its principal business office or in St. Louis County, Missouri, with us making the choice between the location options. The parties must then select a person to mediate the Dispute. If the parties cannot agree on a mediator within 10 days after the location for mediation has been determined, any party may request the American Arbitration Association to supply a list within 5 business days of 5 potential qualified mediators, who are either an attorney experienced in the field of franchising or a retired or former judge of a court of record. Within ten (10) days after receipt of the list, the parties must rank the proposed mediators in numerical order of preference, exchange their lists, and select the individual receiving the highest combined ranking as the mediator. If that individual is not available to serve, the parties will proceed to contact the individual who was the next highest in ranking until a mediator is selected.

(2) Conduct of Mediation: The parties and the mediator will determine a date for the mediation. Both parties will deliver a summary of its position on the Dispute to the mediator at least seven (7) days before the first scheduled mediation session. The mediator will determine the meeting format and the mediation session will be private. The mediator will keep confidential all information learned in private discussion with any party unless that party authorizes disclosure. The mediation will be governed by other rules the mediator prescribes.

(3) End of Mediation: The mediator will end the mediation if the process fails to resolve the Dispute at the conclusion of 10 hours of mediation sessions, unless the parties agree to continue the sessions. In addition, any party may terminate the mediation process if any other party fails to take any action when required in order to further the mediation process. The parties may not commence any legal action or seek other remedies until seven (7) days following the end of the mediation process. However, any party may commence litigation within that seven (7) day period if litigation of the Dispute could be barred by an applicable statute of limitations or to seek an injunction to prevent irreparable harm, or other equitable relief or specific performance.

(4) Fees; Disqualification; Confidentiality. We will both share the fees and expenses of the mediator equally. Each party will pay their own other costs of the mediation. The mediator will be disqualified as a witness, expert, or counsel for any party with respect to the Dispute and any related matters. All negotiation and mediation pursuant to this Article will constitute settlement discussions for purposes of federal and state rules of evidence. The entire mediation process is confidential, and all conduct, statements, promises, offers, and opinions will not be discoverable or admissible in any legal proceeding for any purpose. Evidence which is otherwise discoverable or admissible will not be excluded from discovery or admission solely because of its use in the mediation.

19. ENFORCEMENT.

19.1 GOVERNING LAW.

We may grant franchises throughout the United States on terms and conditions similar to those set forth in this Agreement, and it is of mutual benefit to us and all of our franchisees that the terms and conditions be uniformly interpreted. Therefore, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §1051 et seq.), this Agreement will be governed by and interpreted in accordance with Missouri law, without regard to any conflict of law rules. Nothing in this

Section 19.1 is intended by the parties to subject this Agreement to any franchise of similar law, rule or regulation of the State of Missouri to which this Agreement would not otherwise be subject. If applicable law provides you with additional rights as to notices, opportunities to cure or otherwise than as are provided by this Agreement as to termination, renewal, transfers or otherwise, we will comply with the requirements of such laws to the extent they exceed our obligations under this Agreement.

19.2 VENUE AND JURISDICTION.

The parties specifically and deliberately agree that the exclusive venue for all litigation of controversies, claims or disputes between us and you (or your Principals) which arise out of or relate to this Agreement or any other agreement between us or our affiliates and you or your affiliates, or the relationship between you and us, whether sounding in contract, tort or otherwise, shall be the United States District Court for the Eastern District of Missouri or the Circuit Court of St. Louis County, Missouri, so long as our principal place of business is in the St. Louis Metropolitan Area. Otherwise, you must institute any action in the nearest federal court located in the state of our principal place of business. You and your Principals and guarantors irrevocably submit to the jurisdiction and venue of those courts and waive any objection to the jurisdiction and venue of those courts.

19.3 INJUNCTIVE RELIEF.

If you or any of your Principals breach any provisions of this Agreement regarding the System, the Marks, Confidential Information or trade secrets, restrictive covenants, or limits on competition, or engages in other conduct that could materially damage the goodwill associated with the Marks, Imo's Pizza restaurants, or the System, or violates the terms of Sections 17.2 or 17.3, then you and your Principals agree that we will have no adequate remedy at law. Therefore, you and your Principals expressly agree that, in addition to all other available remedies, we will be entitled to commence a legal action and obtain an injunction or other form of equitable relief or specific performance (including a preliminary injunction or temporary restraining order) to prevent or eliminate the occurrence or continuation of any actual or threatened breach, default, violation, or conduct. We will not be required to post a bond to obtain preliminary or temporary injunctive relief. The only remedy, if an injunction is wrongfully entered against you or your Principals, will be the dissolution of that injunction, and you and your Principals do not have any right to recover damages for wrongful entry of an injunction. We are not required to pursue the dispute resolution procedures of Section 18.2 and 18.3 before filing a lawsuit to seek injunctive or other equitable relief or specific performance.

19.4 ATTORNEY'S FEES.

In any proceeding to enforce or interpret this Agreement or rights and obligations between the parties arising out of or relating to the Agreement or operation of the Restaurant, or appeal thereof, the prevailing party may recover its costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, costs of investigation, court costs, other litigation expenses, and reasonable travel expenses. In any proceeding involving more than one allegation or issue, where neither party prevails on all allegations or issues, the court may apportion fees, costs and expenses between the parties.

19.5 WAIVERS AND LIMITATIONS OF ACTIONS.

EACH OF THE PARTIES AND YOUR PRINCIPALS HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREES AS FOLLOWS:

(1) **EACH PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY; AND**

(2) **EACH PARTY EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR CONSEQUENTIAL, SPECIAL, PUNITIVE, MULTIPLE AND/OR EXEMPLARY DAMAGES, EXCEPT THAT IMO'S PIZZA MAY AT ANY TIME BRING AN ACTION FOR WILLFUL TRADEMARK INFRINGEMENT AND, IF SUCCESSFUL, RECEIVE AN AWARD OF MULTIPLE DAMAGES AS PROVIDED BY LAW; AND**

(3) **EACH PARTY EXPRESSLY AGREES THAT IT WILL NOT INITIATE OR PARTICIPATE IN ANY CLASS ACTION OR OTHER GROUP, COLLECTIVE, CONSOLIDATED, JOINT OR ASSOCIATIONAL CLAIM, OR ANY ACTION BROUGHT IN A REPRESENTATIVE CAPACITY, AGAINST ANY OTHER PARTY HERETO; AND**

(4) Each party expressly agrees that no party may recover damages for economic loss attributable to negligent acts or omissions, except for conduct which is determined to constitute gross negligence or an intentional wrong; and

(5) Each party expressly agrees that in the event of any final adjudication or applicable enactment of law that punitive, multiple and/or exemplary damages may not be waived by the parties, no recovery by any party in any forum will ever exceed two (2) times actual damages, except for an award of multiple damages to Imo's Pizza for willful trademark infringement, as provided by law; and

(6) Each party expressly agrees that any and all claims and actions arising out of or relating to this Agreement, or the relationship of Imo's Pizza and Franchisee, or Franchisee's operation of the Restaurant, brought in any forum by any party hereto against another, must be commenced within two (2) years after the discovery of the facts giving rise to such claim or action, or such claim or action will be barred.

The foregoing provisions shall govern all Disputes.

19.6 RIGHTS OF PARTIES ARE CUMULATIVE.

All rights and remedies of the parties under this Agreement are cumulative, and no exercise or enforcement by either party of any right or remedy will preclude the exercise or enforcement of any other right or remedy under this Agreement or under the law or in equity, except as otherwise set forth in this Agreement.

20. MISCELLANEOUS TERMS.

20.1 ENTIRE AGREEMENT; INTERPRETATION.

(1) This Agreement, including the background recitals and exhibits hereto, constitutes the entire agreement between you and us related to the subject matter of this Agreement.

(2) This Agreement fully replaces and supersedes all prior agreements, representations, and understandings between you and us, either oral or written, relating to the subject matter of this Agreement, and no oral or written representations, inducements, promises, agreements, arrangements or undertakings have been made or are relied upon by the parties.

(3) The provisions of this Agreement shall be interpreted to provide that you at all times operate the Restaurant in conformity with the System, through strict adherence to our

mandatory Standards, specifications, and policies as they now exist and as they may be modified by the Franchisor from time to time.

(4) Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the representations made in the franchise disclosure document.

20.2 AMENDMENT AND BINDING EFFECT

This Agreement may be amended or modified only by a writing signed by you and us. However, we may modify the Operations Manual at any time without your consent, and you will comply with all mandatory provisions of the Manual. Nothing in this Agreement is intended, nor will be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement. This Agreement is binding upon the parties to it and their respective executors, administrators, heirs, permitted assigns, and successors in interest.

20.3 WAIVER OF OBLIGATIONS.

You and we may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice thereof to the other or such other effective date stated in the notice of waiver. Any waiver granted by us will be without prejudice to any other rights we may have, will be subject to continuing review by us, and may be revoked, in the good faith exercise of our sole discretion, at any time and for any reason, effective upon delivery to you of ten (10) days' prior written notice. You and we will not be deemed to have waived or impaired any right, power, or option reserved by this Agreement (including, without limitation, the right to demand strict compliance with every term, condition, and covenant herein, or to declare any breach thereof to be a default and to terminate the License prior to the expiration of its term), by virtue of any (i) custom or practice of the parties at variance with the terms hereof; (ii) any failure, refusal, or neglect by you or us to exercise any right under this Agreement; or (iii) any failure, refusal, or neglect by you or us to insist upon exact compliance by the other with its obligations hereunder.

20.4 SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS.

If any provision of this Agreement is invalid or unenforceable as written under applicable law, it shall be modified or limited as necessary to make the provision valid and enforceable to the greatest extent possible under applicable law. If any provision of this Agreement is finally declared by a court to be invalid, or unenforceable, the remaining provisions shall remain in full force as if the Agreement had never contained the invalid provision. Provided, that if any part of this Agreement relating to the payment of fees to the us, or the preservation of any of our Marks, trade names, Confidential Information, or trade secrets is declared invalid or unenforceable, then we shall have the right to immediately terminate this Agreement and to recover all our Marks and other intellectual property, upon written notice to you.

20.5 FORCE MAJEURE.

Neither you nor we will be liable for loss or damage or deemed to be in breach of this Agreement if a failure to perform particular obligations results from: (i) transportation shortages, inadequate supply or unavailability from the manufacturers or suppliers of equipment, merchandise, supplies, labor, material, or energy, or the voluntary surrender of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations, or instructions of any federal, state, or municipal government or any department or agency thereof; (ii) acts of God; (iii) fires, other natural disasters, strikes, embargoes, war or riot; or (iv) any other similar event or cause beyond the foreseeable and reasonable control of the party.

Any delay resulting from any of such causes will extend the time for performance or excuse performance, in whole or in part, as may be reasonable, except that such causes will not excuse payments of amounts owed at the time of such occurrence or payment of any amounts due thereafter.

20.6 BINDING EFFECT.

This Agreement is binding upon the parties hereto and their respective executors, administrators, heirs, assigns and successors in interest; provided that it shall be binding on any of your transferees only upon our approval as provided for in Section 13.2.

20.7 NOTICES AND PAYMENTS.

All notices permitted or required under this Agreement must be in writing, addressed to the party to be notified at the address provided on the first page of this Agreement or its most current principal business address of which the notifying party has been notified in writing, and may be delivered in the following manners and deemed delivered in the following times: (i) at the time delivered by hand, (ii) one (1) business day after being placed in the hands of a commercial courier service for overnight delivery, (iii) the day of transmission by email, with proof of receipt; or (iv) three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid. and All payments and reports required by this Agreement will be directed to Imo's Pizza at the address notified to the Franchisee from time to time, or to such other persons and places as Imo's Pizza may direct from time to time. Any required payment or report not actually received by Imo's Pizza during regular business hours on the date due (or postmarked by postal authorities at least two (2) days prior thereto) will be deemed delinquent.

20.8 INTERPRETATION.

(1) Nothing in this Agreement is intended, nor will be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto.

(2) Except where this Agreement expressly obligates Imo's Pizza to reasonably approve or not unreasonably withhold its approval of any action or request by the Franchisee, Imo's Pizza has the absolute right to refuse any request by the Franchisee or to withhold its approval of any action or omission by the Franchisee.

(3) The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit, or construe the contents of such sections or paragraphs.

(4) The term "family member" as used herein refers to parents, spouses, offspring and siblings, and the spouses of parents and siblings.

(5) The term "affiliate" as used herein means any person or entity that directly or indirectly owns or controls, or is owned or controlled by, or is under common ownership or control with, another person or entity.

(6) References to a "controlling interest" in the Franchisee will mean fifty percent (50%) or more of the voting control of the Franchisee or such lesser percentage that may have the power to control the management and affairs of the Restaurant or the Franchisee.

(7) The term "Franchisee" as used herein is applicable to one or more persons, a corporation, limited liability company, partnership or other entity, as the case may be, and the

singular usage includes the plural and the masculine and neuter usages include the other and the feminine. If two or more persons are at any time the Franchisee hereunder, whether or not as partners or joint venturers, their obligations and liabilities to Imo's Pizza will be joint and several.

(8) This Agreement may be executed in counterparts, each of which will be deemed an original.

(9) Time is of the essence of this Agreement.

21. PROVISIONS APPLICABLE IF FRANCHISEE IS AN ENTITY.

You may be a sole proprietorship or organized as a general partnership, corporation or limited liability company. You may not be a limited partnership, trust or other entity we have not specifically authorized herein or approved in writing.

21.1 IF YOU ARE A CORPORATION.

You represent, warrant and agree that (i) you are organized under the laws of the state set forth at your signature below, (ii) your charter provides that your activities are limited to developing and operating Imo's Pizza restaurants, (iii) you are and will remain duly organized and in good standing during the term of this Agreement, (iv) each of your stock certificates has and will have conspicuously endorsed upon it a statement that any assignment or transfer thereof is subject to all restrictions imposed upon transfers by this Agreement; (v) all your shareholders and their respective spouses must enter into a written agreement, in a form satisfactory to us, to jointly and severally guaranty the full payment and performance of the corporation's obligations to Imo's Pizza and to assume all personal obligations required of partners, members and/or shareholders contained in this Agreement; and (vi) no new shares of your common or preferred voting stock will be issued to any person, persons, partnership, association, LLC or corporation without obtaining our prior written consent pursuant to Section 13 of this Agreement. You will at all times maintain a current list of all owners of record and all beneficial owners of any class of your voting stock and you will furnish the list to us upon request. You agree to complete and execute, from time to time upon our request, a Certificate of Resolution in form as attached hereto as Exhibit B-1.

21.2 IF YOU ARE A LIMITED LIABILITY COMPANY.

You represent, warrant and agree that (i) you are a limited liability company ("LLC") organized under the laws of the state set forth at your signature below, (ii) your Operating Agreement provides that your activities are limited to developing and operating Imo's Pizza restaurants, (iii) you are and will remain duly organized and in good standing during the term of this Agreement, (iv) your Operating Agreement provides that any assignment or transfer of membership interests in the LLC is subject to all restrictions imposed upon transfers by this Agreement; (v) all your members and their respective spouses must enter into a written agreement, in a form satisfactory to us, to jointly and severally guaranty the full payment and performance of the LLC's obligations to Imo's Pizza and to assume all personal obligations required of partners, members and/or shareholders contained in this Agreement and (vi) no new membership interest(s) in the LLC will be created for, issued or granted to any person, persons, partnership, association LLC or corporation without obtaining our prior written consent, pursuant to Section 13 of this Agreement. You will at all times maintain a current list of all your members of record and you will furnish the list to us upon request. You agree to complete and execute, from time to time upon our request, a Certificate of Authority and Incumbency in form as attached hereto as Exhibit B-2.

21.3 MANAGING OWNER/MEMBER.

You represent and warrant that your Managing Owner/Member designated in Exhibit B presently has and will have, throughout the term of this Agreement, the authority to bind you in any dealings with us, our parent, subsidiaries and affiliates and to direct any action necessary to ensure compliance with this Agreement and any other agreements relating to the Restaurant, Premises and License. The Managing Owner/Member has full authority to act on your behalf in regard to performing, administering, and amending this Agreement. You agree to furnish us with such evidence as we may from time to time request. We may fully rely upon these representations and warranties until such time as you notify us in writing of a change of your Managing Owner/Member and may treat those as reflecting your and all of your Principals' decisions and wishes, without the necessity of any further investigation by us. Neither you, nor any of your Principals will hold us liable for any consequences to you or any or all of your Principals from our reliance on the communications from your Managing Owner/Member. Neither you, nor any of your Principals, will bring any claims or other actions against us arising out of our actions or omissions based on communications from your Managing Owner/Member, or our other reliance on communications from such Managing Owner/Member, and you and all of your Principals hereby relieve us from any liability for such actions, omissions or reliance.

No change in the Managing Owner/Member may be made without prior written notice to us. If you wish to change your Managing Owner/Member, we must approve your proposed new Managing Owner/Member pursuant to our then-current criteria for Managing Owners/Members. If your Managing Owner/Member dies or becomes disabled or incapacitated, you must, within sixty (60) days thereafter, name a new Managing Owner/Member approved by us pursuant to our then current criteria for Managing Owners/Members.

22. ACKNOWLEDGEMENTS

You acknowledge that, due to the length of time we have been granting licenses to operate Imo's Pizza restaurants or other food service concepts using the Marks, there is more than one form of franchise agreement in effect between us and our various franchisees and that such agreements contain provisions that may be materially different from the provisions contained in this Agreement and that you are not entitled to rely on any provision of any other such agreement, whether to establish course of dealing, waiver, estoppel or for any other purpose.

The undersigned Franchisee hereby grants Imo's Pizza the right to inspect the records of any of Franchisee's suppliers and distributors of raw materials, food products, supplies and equipment and hereby authorizes such parties to release to Imo's Pizza records of the Franchisee's purchases and deliveries, by electronic transfer or otherwise, at such times and places as Imo's Pizza may from time to time reasonably request.

The parties expressly acknowledge their understanding of the waiver of rights set forth in Section 19.5 of this Agreement.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as of the Agreement Date.

IMO'S FRANCHISING, INC., a Missouri corporation	**FRANCHISEE:**
By: _____ Name: Charles H. Guidici, Jr. Its: President	By: _____ Name: Its:
	By: _____ Name: Its:

PRINCIPALS' ACKNOWLEDGEMENT

Each following party is an owner of Franchisee, referred to as a "Principal" in the Franchise Agreement. Each following party is signing this Acknowledgment, not as a party, but only to the extent necessary to indicate its, his or her acceptance of, and agreement to be bound by, the specific rights and duties of a Principal of Franchisee mentioned in this Agreement, including rights and obligations relating to confidentiality, competition, and transfers.

sign here if the owner is an entity

_____

By: _____

Name: _____

Its: _____

Percentage Ownership:_____

sign here if the owner is an individual

_____

Print name: _____

Percentage Ownership:_____

sign here if the owner is an entity

_____

By: _____

Name: _____

Its: _____

Percentage Ownership:_____

sign here if the owner is an individual

_____

Print name: _____

Percentage Ownership:_____

sign here if the owner is an entity

_____

By: _____

Name: _____

Its: _____

Percentage Ownership:_____

sign here if the owner is an individual

_____

Print name: _____

Percentage Ownership:_____

EXHIBIT A TO THE FRANCHISE AGREEMENT

BETWEEN IMO'S FRANCHISING, INC. AND

Dated:

GUARANTY OF FRANCHISEE'S OBLIGATIONS

This Guaranty is from the undersigned shareholders, officers, directors, owners, or spouses of the owners of the Franchisee under the Franchise Agreement (the "Agreement") dated as of _____between **IMO'S FRANCHISING, INC.** ("Imo's Franchising") and _____ (the "Franchisee").

In consideration of and as an inducement to the execution of the Agreement by Imo's Franchising, each person signing this Guaranty hereby personally and unconditionally, jointly and severally: (i) guarantees to Imo's Franchising and its affiliates, and their successors and assigns that the Franchisee will punctually pay when due all amounts required to be paid under the Agreement and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (ii) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, including, without limitation, provisions for non-competition, confidentiality, audits, restrictions on debt, transfer, venue and jurisdiction.

Each of the undersigned waives: (i) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Imo's Franchising arising or resulting from the undersigned's execution of and performance under this Guaranty; (ii) acceptance and notice of acceptance by Imo's Franchising of the undersigned's obligations under this Guaranty; (iii) notice of demand for payment of any indebtedness or nonperformance of any obligation guaranteed by the undersigned; (iv) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by the undersigned; (v) any right the undersigned may have to require that an action be brought against the Franchisee or any other person as a condition of the undersigned's liability; and (vi) all other notices and legal or equitable defenses to which the undersigned may be entitled in the undersigned's capacity as guarantor.

Each of the undersigned consents and agrees that: (i) the undersigned's direct and immediate liability under this Guaranty will be joint and several; (ii) the undersigned will make any payment or render any performance required under the Agreement upon demand if the Franchisee fails or refuses punctually to do so; (iii) the undersigned's liability will not be contingent or conditioned upon Imo's Franchising pursuit of any remedies against the Franchisee or any other person, including any other guarantor; (iv) the undersigned's liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Imo's Franchising may from time to time grant to the Franchisee, any guarantor or to any other person, including, for example, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence will in any way modify or amend this Guaranty; (v) the undersigned's liability will not be diminished, relieved or otherwise affected by any amendment or modification to the Agreement and (vi) this Guaranty will continue and be irrevocable during the term of the Agreement and, as to those provisions of the Agreement that survive its termination or expiration, after its termination or expiration.

This Guaranty shall be governed by, and construed under, the laws of the State of Missouri, without regard to its conflicts of law principles. Unless the applicable law in the state in which Franchisee has its principal place of business requires otherwise, the parties also specifically and deliberately agree that all litigation of controversies, claims or disputes between Imo's Franchising and any of the guarantors which

arise out of or relate to the Agreement or this Guaranty may be brought only in a state or federal court of competent jurisdiction in the State of Missouri. You irrevocably submit to the jurisdiction and venue of those courts and waive any objection to the jurisdiction and venue of those courts.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed their signatures to the above Guaranty of Franchisee's Obligations to be effective as of the same day and year as the Franchise Agreement was executed.

[Franchisee],
a _____

By _____
[Name, Title]

Print Name: _____

Signature: _____

Date: _____
Address: _____
_____
_____

Print Name:

Signature: _____

Date: _____
Address: _____
_____
_____

EXHIBIT B-1 TO THE FRANCHISE AGREEMENT

CERTIFICATE OF CORPORATE RESOLUTION

The undersigned officers hereby certify that they are the duly elected and acting officers [Franchisee] (the "Corporation") and that the following is a true and correct copy of the resolutions adopted by the Board of Directors of the Corporation at a meeting duly called and held, at which meeting a quorum was present and acting throughout and that such resolutions have not been rescinded or modified and are now in full force and effect:

> "RESOLVED, that this corporation enter into agreements with Imo's Franchising, Inc. and/or its parent, affiliates or subsidiaries, as are necessary and proper to acquire or renew an interest in the Imo's Pizza restaurant located at 3742 Elm Street, St. Charles, Missouri 63301.
>
> FURTHER RESOLVED, that any one of the officers of the corporation is authorized and directed to execute said agreements on behalf of this corporation, and to approve any modifications, extensions, amendments or terminations of said agreements as any said officer may deem to be in the best interests of the corporation, notwithstanding the fact that such documents as amended, modified, terminated or extended may differ from those presented at this meeting."

We further certify that there is no provision in the Charter or By-Laws of the Corporation that limits the power of the Board of Directors to adopt the foregoing resolutions, and that the same are in conformity with the provisions of said Charter and By-Laws.

We further certify that the Corporation is duly organized under the laws of the State of Missouri and the Corporation currently has issued and outstanding a total of_____shares of its capital stock, and all of the owners of stock and the number of shares owned by each are as follows:

Print or Type Shareholder's Name	Number of Shares Owned

☐ Attach an additional sheet, if needed. The sum of shares must equal the total stated above.

We further certify that the following list sets forth the current Directors of the Corporation:

_____	_____
_____	_____
_____	_____
_____	_____

□ print or type names of Directors above.

We further certify that the Corporation's federal tax identification number (FEI) is_____.

We further certify that the "Managing Owner" designated by the Corporation pursuant to Section 22 of the Franchise Agreement is:

Print or Type Name:	Title:	Signature of Managing Owner
_____	_____	_____

We further certify that each of the Corporation's stock certificates has conspicuously endorsed thereon the following statement:

"The shares represented by this certificate are held subject to restrictions imposed on transfers by a certain Franchise Agreement between the corporation and Imo's Franchising, Inc."

The person responsible for supervising the day-to-day operation of the Restaurant must be listed above as a shareholder owning at least ten percent (10%) of the shares of the Corporation. If not, the person is designated below and we certify that he or she has a right to earn a minimum ten percent (10%) shareholder interest, vesting over no more than five (5) years):

Supervisor's Name (if not
a minimum 10% Shareholder) _____

Successors to such person must own or have the right to earn the same minimum shareholder interest.

IN WITNESS WHEREOF, we have hereunto each subscribed our name under the penalties of perjury on or as of the date of this Franchise Agreement.

The following are names and official signatures of the present officers of the Corporation:

Print or Type Name:	Signature of Owner	
_____	President	_____
_____	Treasurer	_____
_____	Secretary (Clerk)	_____
_____	Vice President	_____
_____	Vice President	_____

EXHIBIT B-2 TO THE FRANCHISE AGREEMENT

CERTIFICATE OF AUTHORITY AND INCUMBENCY

BY MEMBERS OF A LIMITED LIABILITY COMPANY

The undersigned individuals hereby certify that we are all of the Members of **[Franchisee], a _____ _____limited liability company** ("LLC") duly organized under the laws of the state of Missouri;

We further certify that the following member (the "Manager") is authorized to execute, on behalf of the LLC, any agreements with Imo's Franchising, Inc. and/or its parent, affiliates or subsidiaries (collectively "Imo's Franchising"), as are necessary and proper to acquire an interest in the Imo's Pizza restaurant located at 3742 Elm Street, St. Charles, MO 63301.

We further certify that the Manager is authorized to make such modifications, extensions, amendments or termination of said agreements as the member may at any time deem to be in the best interest of the LLC and that there is no provision of the LLC's Organization Agreement which limits the power of the Manager to bind the LLC to contracts with Imo's Franchising.

The name and specimen signature of the Manager of the LLC is as follows: Print or

Type Name: Signature of Manager:

_____ _____

Imo's Franchising may rely upon this authorization until such time as the LLC submits and Imo's Franchising approves a successor Manager.

We acknowledge that any transfer of an interest in the LLC is subject to all restrictions imposed on transfers by the Imo's Pizza Franchise Agreement.

We further certify that the LLC's federal tax identification number (FEI) is_____.

The person responsible for supervising the day-to-day operation of the Restaurant must be listed below as a Member with at least a ten percent (10%) ownership interest in the franchisee entity. If not, the person is designated below and we certify that he or she has a right to earn a minimum ten percent (10%) interest vesting over no more than five (5) years):

Supervisor's Name (if not a minimum 10% Member) ____

Successors to such person must own or have the right to earn the same minimum shareholder interest.

We further certify that the Members own the percentage interest in the LLC stated below:

IN WITNESS WHEREOF, we have hereunto each subscribed our name under the penalties of perjury on or as of the date of this Franchise Agreement.

MEMBER: (type or print name)	% INTEREST	SIGNATURE
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____

EXHIBIT C TO THE FRANCHISE AGREEMENT

CONFIDENTIALITY AGREEMENT

In consideration of my employment in a supervisory capacity by [Franchisee Name] ("Franchisee") a franchisee of Imo's Franchising, Inc. ("Franchisor"), I agree that:

1. During the term of my employment, I will not use the Imo's Pizza franchise system or engage directly or indirectly as an owner, employee, proprietor, stockholder, partner, director, officer, agent, or in any other capacity, in any other business which is identical with or similar to the business of an Imo's Pizza® pizza parlor.

2. I will not, during the term of my employment, or after termination, use, communicate or divulge to anyone, any information or knowledge concerning the products, services, standards, procedures, techniques, and other information or material which Franchisor or Franchisee may designate as confidential, nor shall I disclose, use or divulge in whole or in part any financial information, trade secrets, recipes, or operating procedures of Franchisor or its affiliates, unless such information is generally known and in the public domain.

3. Should any provision of this Agreement be construed or declared invalid, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated. If any restriction contained in this Agreement is deemed too broad to be capable of enforcement, a court of competent jurisdiction is hereby authorized to modify or limit such restriction to the extent necessary to permit its enforcement. All covenants contained in this Agreement, including but not limited to those relating to non-competition, shall be interpreted and applied consistent with the requirements of reasonableness and equity.

4. This Agreement may be enforced by Franchisor, its successor or assigns, or Franchisee and I understand that it is intended to protect the legitimate business interests of Franchisor, its successors, its franchisees, and Franchisee. If suit is brought to enforce this Agreement, I agree to pay reasonable attorney's fees and expenses incurred by the party bringing the suit.

By: _____
Print Name: _____
Date: _____

EXHIBIT D TO THE FRANCHISE AGREEMENT

SPECIAL TERMS AND CONDITIONS APPLICABLE TO A FRANCHISEE OR AFFILIATED FRANCHISEES THAT OPERATE MULTIPLE IMO'S PIZZA' RESTAURANTS SUPERVISION OF MULTIPLE RESTAURANTS.

In addition to your obligations with respect to managing the Restaurant set forth in section 8.18 of this Franchise Agreement, you further agree you will at all times comply with the standards and requirements we establish and from time to time revise, for the supervision of multiple Imo's Pizza restaurants, including, without limitation, employment of such multiple-unit supervisory personnel as shall be needed to ensure your consistent operational responsibility for all restaurants now or hereafter operated by you (and your affiliated franchisees, if applicable). Your Restaurant Managers must at all times be under the direct supervision of a multiple unit supervisor. Your multiple-unit supervisor(s) must: (a) have such qualifications and experience as we will reasonably require, (b) must be literate and fluent in the English language, (c) must have satisfactorily completed our required training programs and (d) must devote their full time and effort exclusively to supervising the operation of Imo's Pizza restaurants.

IMO'S FRANCHISING, INC.

By: _____
Charles H. Guidici, Jr., President

FRANCHISEE

By: _____
[Name, Title]

By: _____
[Name, Title]

EXHIBIT E TO THE FRANCHISE AGREEMENT

LEASE ADDENDUM

THIS ADDENDUM, made and entered into by and between [Landlord] ("Landlord") and ("Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated _____ (the "Lease") pertaining to the real property located at_____, _____ _____, attached hereto (the "Demised Premises") allowing for operation of an Imo's Pizza restaurant; and

WHEREAS, Landlord and Tenant desire to incorporate the following terms into the body of the Lease;

NOW, THEREFORE, in consideration of the covenants herein and therein, the parties hereto agree as follows:

1. Notwithstanding anything contained elsewhere in the Lease to the contrary, Tenant may use the Demised Premises for the purpose of conducting thereon the business of an Imo's Pizza retail food outlet and for incidental purposes related thereto.

2. Landlord hereby grants Tenant the unrestricted right during the initial term and any renewal term of the Lease to assign or sublet the Lease to Imo's Franchising, Inc. ("Imo's Pizza"), upon Imo's Pizza prior written consent.

3. Landlord shall give Imo's Pizza a copy of any and all notices of default given to Tenant, as required to be given by Landlord to Tenant under the terms of the Lease, at the same time such notice is given to Tenant. Within seven (7) days after Tenant's right to cure expires, Imo's Pizza shall have the right, but not the obligations, to cure any such default.

4. Landlord hereby grants Imo's Pizza or its affiliated designee the right, but not the obligation, to assume all of Tenant's rights and obligations under the Lease, upon the occurrence of the following events or under the terms and conditions set forth herein:

(a) Upon default of Tenant under the Lease: If Tenant fails to timely cure Tenant's default within the period specified within the Lease agreement, and Imo's Pizza also declines its option under Section 3 of this Addendum to cure the default, then Landlord shall promptly provide Imo's Pizza with a written notice giving Imo's Pizza the option to assume Tenant's interest in the Lease (the "Offer"). Landlord shall attach a complete copy of the Lease and any amendments thereto to the Offer, and Imo's Pizza shall exercise the Offer, if at all, by written notice to Landlord and Tenant (the "Acceptance") within 15 business days after receipt of the Offer from Landlord.

(b) Upon Termination of the Franchise Agreement: If, during the term of the Lease or any extensions thereof, Imo's Pizza notifies Landlord, in writing, that Tenant's Franchise Agreement with Imo's Pizza has been terminated, then Landlord shall promptly give Imo's Pizza written notice specifying any defaults of the Tenant under the Lease, and shall offer Imo's Pizza the option to assume all of Tenant's interest in the Lease (the "Offer"). Landlord shall attach a complete copy of the Lease and any amendments

thereto to the Offer, and Imo's Pizza shall exercise the Offer, if at all, by written notice to Landlord within 15 business days after receipt of the Offer from Landlord.

(c) Assignment to Franchisor: In the event Imo's Pizza or its affiliated designee elects to assume Tenant's interest in the Lease in accordance with the terms set forth in subparagraph 4a. or 4b. above, then Tenant shall promptly vacate the premises and Landlord shall promptly deliver possession of the same to Imo's Pizza provided that Imo's Pizza or its affiliated designee has executed and delivered an assignment and assumption agreement to Landlord assuming all of Tenant's rights and obligations under the Lease. Imo's Pizza or its affiliated designee thereafter shall begin the payment of rent and compliance with the Lease from the date of Imo's Pizza reopening for business until the expiration of the lease term or until further assignment of the Lease to another franchisee with Landlord's permission. Tenant agrees that Landlord is not liable, and shall indemnify and hold Landlord harmless, in the event that Landlord transfers interest in the Lease to Imo's Pizza in accordance with this Section 4.

5. Upon the expiration or earlier termination of the Lease for any reason, Tenant, shall, at its own expense, remove all Imo's Pizza trademarked and trade dress items from all buildings, including, but not limited to signs, fixtures and furnishings, and alter and paint all buildings and other improvements maintained pursuant to the Lease a design and color which is basically different from Imo's Pizza authorized building design and painting schedule.

If Tenant shall fail to make or cause to be made any such removal, alteration or repainting within ten (10) days after the expiration or earlier termination of the Lease, the Landlord shall give Imo's Franchising, Inc. written notice of such failure and Imo's Franchising, Inc. shall have the right to enter upon the Demised Premises, without being deemed guilty of trespass or any other tort, and make or cause to be made such removal, alterations and repainting at the reasonable expense of Tenant, which expense Tenant shall pay Imo's Franchising, Inc. on demand.

6. The Landlord and Tenant agree that Imo's Pizza is a third-party beneficiary of the Lease and this Addendum. Notwithstanding anything to the contrary elsewhere in the Lease or any addendum or amendment thereto, Landlord and Tenant agree that the terms and provisions set forth in the Addendum shall control and shall not be superseded, terminated or modified without the prior written consent of Imo's Pizza.

IN WITNESS WHEREOF, the parties have executed this Addendum on:

LANDLORD		TENANT	
By:	_____	By:	_____
Its:	_____	Its:	_____
Date:	_____	Date:	_____

Exhibit E

MULTI-UNIT DEVELOPMENT AGREEMENT

MULTI-UNIT DEVELOPMENT AGREEMENT
for
IMO'S PIZZA® RESTAURANTS

Multi-Unit Developer: _____

Date: _____

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MULTI-UNIT DEVELOPMENT AGREEMENT

This MULTI-UNIT DEVELOPMENT AGREEMENT, dated _____, _____ (**"Effective Date"**), is made by and between IMO'S FRANCHISING, INC., a Missouri corporation ("**we**", "**us**" or "**our**"), located at 800 N. 17th Street, St. Louis, Missouri 63106, and_____ _____, a _____ ("**you**" or "**your**"), located at _____, who in consideration of the mutual promises set forth below agree as follows:

1. Nature and Scope of Agreement

1.1 ***The Franchisor***. We have developed and own a distinctive System designed to operate pizza delivery restaurants under the service mark Imo's Pizza® and associated marks, logos and designs (the "**Licensed Marks**") which offer pizza, appetizers, salads, sandwiches, pasta, desserts and other authorized products through delivery, carry-out and dine-in services using certain recipes, formulas, food preparation procedures and methods developed by Franchisor or its predecessors.

1.2 ***The System***. The **"System"** is used by pizza delivery restaurants that offer customers pizza, appetizers, salads, sandwiches, pasta, desserts and other authorized products through delivery, carry-out and dine-in services using certain recipes, formulas, food preparation procedures and methods developed by Franchisor or its predecessors and operate under the Licensed Marks. The System presently includes, but is not limited to: the Licensed Marks and associated marks, logos and designs; advertising, publicity and other marketing programs; training programs and training materials; the methods, design, know how, business standards and other requirements as stated or referred to in this Agreement and from time to time in our Operations Manual, or otherwise in writing by us and designated as part of standards for the System. The System will be applied to all Franchised Businesses, although we in our business judgment may vary the System and its application, and may make exceptions based on local conditions, special circumstances or different contractual provisions applicable to one or more Franchised Businesses. We may change or modify the System standards, from time to time, in our sole discretion, and you agree to comply with the System as they may exist from time to time and as they apply to the format of your Franchised Business (including all operational policies, procedures, programs and plans set forth in the Operations Manual or otherwise in writing), all of which shall constitute provisions of this Agreement as if fully set forth herein.

1.3 ***The Multi-Unit Developer***. You have independently investigated the business risks involved and such other matters as you deem important, including current and potential market conditions and competitive factors and risks, have read our Franchise Disclosure Document, and have not relied on any representations not set forth in this Agreement. Aware of the relevant facts, you desire to enter into this Agreement to obtain rights to develop multiple units of Imo's Pizza Restaurants under the System and the Licensed Marks in accordance with the attached development schedule.

2. Definitions, Representations and Owner's Guaranty

2.1 ***Definitions.*** The capitalized terms used in this Agreement shall have the following meanings:

2.1.1 **"Affiliate"** means with respect to a person (including any legal person), (i) a person (including any legal person) that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person; and (ii) any parent, spouse, lineal descendant or adopted child of such person, any spouse or adopted child of any such descendant or any child of such spouse, the executors,

administrators, conservators or personal representatives of any such person or any person referred to in this clause (ii) and any person which, directly or indirectly, is owned or controlled by one or more of the persons referred to in this clause (ii).

2.1.2 **"Anti-Terrorism Laws"** is defined in Section 14.1.

2.1.3 **"Approved Location"** is defined in Section 6.1.

2.1.4 **"Claims"** is defined in Section 12.4.

2.1.5 **"Competitive Business"** is defined in Section 9.1.

2.1.6 **"Confidential Information"** is defined in Section 8.1.

2.1.7 **"Confidentiality Agreement"** means the confidentiality agreement that we will prescribe from time to time to be signed by each of your Owners, officers, directors, members or partners, and your managers and employees, who receive Confidential Information as required by Section 8.1.

2.1.8 **"Develop"** is defined in Section 3.1.1.

2.1.9 **"Development Fee"** is defined in Section 5.1

2.1.10 **"Development Schedule"** means that schedule of Imo's Pizza Restaurants to be opened set forth in **Exhibit 1**.

2.1.11 **"Franchise Agreement"** is defined in Section 3.1.2.

2.1.12 **"Franchised Business"** is defined in Section 3.1.

2.1.13 **"Franchisor"** means Imo's Franchising, Inc.

2.1.14 **"Indemnified Parties"** is defined in Section 12.4.

2.1.15 **"Licensed Marks"** is defined in Section 1.1.

2.1.16 "**Multi-Unit Development Area**" consists of those Trade Areas listed in **Exhibit 1**.

2.1.17 **"Multi-Unit Developer"** means the person or business entity referred to in the opening paragraph of this Agreement as "you" or "your".

2.1.18 **"Notice"** is defined in Section 14.8.

2.1.19 **"Owner(s)"** is defined in Section 7.3.

2.1.20 **"Owner's Guaranty"** means the Owner's Guaranty attached to this Agreement as **Exhibit 3**.

2.1.21 "**Protected Area**" is defined in Section 3.2.

2.1.22 **"System"** means the specified business format and system and related standards, specifications and procedures prescribed by us for operating a Franchised Business, including but not limited to the Operations Manual, and is more fully described in Section 1.2. As used in this Agreement, "System" refers to the System as applied by us to the format or formats of Franchised Business (Imo's Pizza) to which rights are granted in this Agreement, and not to any other restaurant format we may offer in the future.

2.1.23 **"Term"** is defined in Section 4.

2.1.24 **"Trade Area" or "Trade Areas"** are described in **Exhibit 1.**

2.1.25 **"Transfer"** is defined in Section 10.2.

2.2 ***Representations and Warranties.*** You hereby represent and warrant to us as follows:

2.2.1 You are acquiring these multi-unit development rights for your own account to develop and operate Franchised Businesses, and not for the purpose of resale or redistribution or other speculative matter;

2.2.2 All information provided to us in your application and other documents to induce us to grant these multi-unit development rights was true, correct, complete and accurate as of the date made, and, as of the Effective Date, no material change has occurred in such information;

2.2.3 Your execution, delivery and performance of this Agreement does not violate or constitute a breach under any agreement or commitment you have;

2.2.4 If you are an entity, you are duly organized and validly existing, are qualified to do business in each state where you are or will conduct business, and are duly authorized to execute and deliver this Agreement and perform your obligations pursuant to this Agreement; and

2.2.5 This Agreement represents a valid, binding obligation of you and each of your Owners. Each Owner has fully read this Agreement and our Franchise Disclosure Document, and each Owner represents that he/she is capable of complying with all of the terms of this Agreement and the Owner's Guaranty.

2.3 ***Owner's Guaranty/Owner's Acknowledgment.*** If you are an entity, each of your Owners and their respective spouses must execute an Owner's Guaranty in our favor and deliver the executed Owner's Guaranty to us concurrently with execution of this Agreement, or if such ownership interest is acquired later, within ten (10) days after obtaining the interest as an Owner. All Owners must also sign the Owner's Acknowledgment which follows the signature block of this Agreement.

3. Scope of License

3.1 ***Grant of Multi-Unit Development Rights.*** Subject to the terms of this Agreement, we hereby grant to you the exclusive right, and you hereby accept the obligation, to develop a total of _____ (__) Imo's Pizza Restaurants which will use the System and the Licensed Marks (each a "**Franchised Business**") in each of the specific Trade Areas described in **Exhibit 1** attached hereto (the **"Multi-Unit Development Schedule"**) During the term of this Agreement, for as long as you are in full compliance

with your obligations under this Agreement and all of the Franchise Agreements between you (including any of your Affiliates) and us, neither we nor our parent or affiliates will operate any Imo's Pizza Restaurant in the Multi-Unit Development Area, except as otherwise provided under Section 3.3. In this regard, the parties further agree that:

3.1.1 You must develop one Franchised Business in each Trade Area within the time period specified in the Multi-Unit Development Schedule at the rate set forth therein. You may develop a Franchised Business in the Trade Areas listed in the Multi-Unit Development Schedule in any order you choose. "**Develop**" a Franchised Business means that you either (i) sign a lease for a newly developed Franchised Business at an Approved Location and, once a lease is signed, you open the Franchised Business within four (4) months for an Imo's Pizza Franchised Business, or (ii) convert an existing pizza delivery restaurant to a Franchised Business at an Approved Location within four (4) months after the Franchise Agreement for that Approved Location is signed for an Imo's Pizza Franchised Business. If at any time during the term of this Agreement you fail to satisfy the Multi-Unit Development Schedule, we will have the right, but not the obligation, to exercise our termination rights or modification of your rights pursuant to Section 11.3 hereof.

3.1.2 Each Franchised Business developed under this Agreement will be established and operated pursuant to a separate Imo's Pizza Restaurant Franchise Agreement (each a "**Franchise Agreement**") as provided in Section 6.1 below.

3.1.3 Each Franchised Business developed under this Agreement must be located within one of the Trade Areas specified in **Exhibit 1** attached hereto and only one Franchised Business may be developed within each Trade Area.

3.1.4 If, during the term of this Agreement, any one of the Franchised Businesses permanently closes for any reason after having been opened, and as a result of such closure you fall below the development quota applicable at the time of closure pursuant to this Agreement, you will have six (6) months from the closing date in which to open a substitute Franchised Business within that same Trade Area in which the closed Franchised Business was located. Such substitute Franchised Business shall not decrease the number of Franchised Businesses to be opened pursuant to this Agreement.

3.1.5 If, during the term of this Agreement, you wish to relocate any one of the Franchised Businesses, the new site for the Franchised Business must be approved by us pursuant to Section 6.1 of this Agreement. A relocated Franchised Business will not decrease the number of Franchised Businesses to be opened pursuant to this Agreement.

3.1.6 This Agreement does not give you any right to license others to operate any Franchised Businesses. Except as provided in Section 7.2, only you may open and operate Franchised Businesses pursuant to this Agreement and only under Franchise Agreements with us.

3.2 ***Multi-Unit Development Area.*** During the term of this Agreement, for as long as you are in full compliance with your obligations under this Agreement and all of the Franchise Agreements between you (including any of your Affiliates) and us, neither we nor any of our Affiliates will physically locate Imo's Pizza Restaurant in the Multi-Unit Development Area. Once a Franchised Business has been established in a Trade Area, your territorial exclusivity rights with respect to that particular Franchised Business will be limited to the defined Protected Area in the applicable Franchise Agreement and we will

have the right to develop additional Imo's Pizza Restaurant outside your exclusive Protected Area (as defined in the Franchise Agreement for such Franchised Business) in the applicable Trade Area. The parties acknowledge and agree that the territorial grant in this Section does not restrict us, our Affiliates, or any franchisees or other third parties from advertising, marketing or otherwise promoting the System, or any other Imo's Pizza Restaurant, wherever located, in your Trade Area.

3.3 ***Reserved Rights***. We reserve all rights not specifically granted to you in this Agreement. Among other things, this Agreement does not limit our right or the right of any of our Affiliates to use or license the System or to engage in or license any business activity, including, without limitation, the operation or franchising of pizza delivery restaurants under the Licensed Marks at any location outside the Multi-Unit Development Area, or once a Franchise Agreement is signed, outside your exclusive Protected Area in a Trade Area in which a Franchised Business has been developed**,** and/or under any other trade name, trademark or service mark now or hereafter owned by or licensed to us or our Affiliates at any location inside or outside the Multi-Unit Development Area, or the sale, distribution or marketing of products identified by the Licensed Marks inside or outside of the Multi-Unit Development Area. You acknowledge that our rights to use and/or license the System pre-date this Agreement and are not limited or changed by the terms of this Agreement. You agree that by acknowledging those rights, the parties do not intend to make our exercise of such rights subject to rules applicable to contractual performance or the exercise of contractual discretion under this Agreement

3.4 ***Right of First Refusal***. If at any time during the term you have not developed and opened the number of Franchised Businesses in the format(s) as required by the Development Schedule attached hereto as Exhibit 1, then we will have the right to locate potential locations in the yet to be developed Trade Areas for development and operation of Franchised Businesses. For any location we may locate (each, a **"ROFR Location"**), we will provide you with at least the same information as we at the time require from you to evaluate a new location for a Franchised Business, and you will have the right for a period of thirty (30) days after we have submitted all such information to exercise a right of first refusal for the ROFR Location, by providing us Notice in writing of your election. If you decline to exercise your right of first refusal, or do not acquire the ROFR Location (whether by lease or purchase) within thirty (30) days of your exercise of the right of first refusal for the ROFR Location, we will have the right to acquire the ROFR Location for operation of an Imo's Pizza Restaurant, or franchise the ROFR Location to a third party for operation of the same. If you do not exercise your right of first refusal for the ROFR Location and the site is developed by us or a third party, your Development Schedule will be adjusted to reduce the number of Franchised Businesses to be developed under this Agreement and the Trade Area that the ROFR Location is located in will be deleted from Exhibit 1. The Development Schedule will be adjusted so that the ROFR Location counts towards the location you are most in arrears on. The right to locate potential locations for development of Imo's Pizza Restaurant in the Trade Areas if you are in default under this Agreement is our right, but not our obligation. If at any time during the term of this Agreement you fail to satisfy the Development Schedule, we will have the right, but not the obligation, to exercise our termination rights or modification of your rights pursuant to Section 11.3 hereof.

4. Term

4.1 ***Term***. Unless terminated earlier pursuant to Section 11, the term of this Agreement shall expire on the date of our acceptance and execution of a Franchise Agreement for the last of the Franchised Businesses to be established pursuant to the Multi-Unit Development Schedule, or on such date that, pursuant to the Multi-Unit Development Schedule, the last of the last Franchise Agreements to be executed pursuant to this Agreement was supposed to be signed.

4.2 ***No Renewal Rights***. There is no renewal right.

5. Development Fee

5.1 ***Payment of Development Fee.*** In consideration of the multi-unit development rights we have granted to you, you will pay to us on or before the Effective Date a multi-unit fee for each Franchised Business you are required to establish pursuant to the Multi-Unit Development Schedule as set forth on **Exhibit 1** (the **"Development Fee"**) as set forth on **Exhibit 1**.

5.2 ***Development Fee is Non-Refundable.*** The Development Fee will be fully earned when received by us and will be non-refundable in consideration of administrative and other expenses incurred by us and for the development opportunities lost or deferred as a result of the rights granted to you herein. Receipt by us of the Development Fee is a condition to the effectiveness of this Agreement.

6. Your Multi-Unit Development Obligations

6.1 ***Franchise Agreements.*** You must execute a Franchise Agreement for each Franchised Business. Each Franchised Business must be located at a site approved by us, within one of the Trade Areas specified in the Multi-Unit Development Area, provided that only one Franchised Business may be located in each Trade Area (the **"Approved Location"**). The Franchise Agreement for each Franchised Business developed hereunder shall be the form of Franchise Agreement being offered generally by us at the time each such Franchise Agreement is executed. The current form of our Franchise Agreement is attached hereto as **Exhibit 4**.

6.2 ***Multi-Unit Development Obligations***. You have the following multi-unit development obligations:

6.2.1 Recognizing that time is of the essence, you agree to develop the number of Franchised Businesses during each Development Year as set forth in **Exhibit 1** (**"Development Schedule"**) and to have each Franchised Business opened within the time period provided in Section 3.1.1. Notwithstanding the foregoing, if you are unable to develop the number of Franchised Businesses required by the end of any Development Year we may, in our sole discretion, grant you a 90-day extension to complete the development obligation for such Development Year. Any such extension is subject to you paying us a development extension fee (**"Development Extension Fee"**) of $10,000 per Franchised Business that you are required to develop during the Development Year but will not be able to develop. The extension of the development term for any Development Year by payment of a Development Extension Fee does not affect the Development Schedule for any Franchised Businesses to be developed in any future Development Year. If a Franchised Business closes for any reason during the term of this Agreement, that Franchised Business will no longer be counted towards the total number of Franchised Businesses opened, unless the Franchised Business is re-opened within six (6) months of the closure.

6.2.2 Any failure by you to develop and open the Franchised Businesses in the numbers and within the times specified in the Development Schedule and Section 3.1.1 will constitute a material default under this Agreement allowing us to terminate or reduce your rights under this Agreement under Section 11.3, as determined by us in our sole business judgment.

6.2.3 In order for you to develop a Franchised Business in a Trade Area specified in the Multi-Unit Development Area, you must submit to us for our written approval a site proposal for the proposed site and such other information or materials as

we may reasonably require, including, but not limited to, a copy of a letter of intent or other evidence satisfactory to us which confirms your favorable prospects for obtaining the site. We will have twenty (20) business days after receipt of the site proposal and all other such information and materials required by us to approve or disapprove in writing the site proposal, which approval shall not be unreasonably withheld. Any disapproval will set forth our reasons for disapproving a site proposal.

6.2.4 Provided you are in full compliance with the terms and conditions contained in this Agreement, and with all of your obligations under each existing Franchise Agreement, franchises will be granted to you upon your obtaining our written approval of a site for the proposed Franchised Business. The granting of any such franchise is expressly conditioned on you and us entering into a Franchise Agreement for the approved site.

6.2.5 You acknowledge that our approval of a site proposal submitted by you does not in any way guarantee that the site will become a profitable Franchised Business. You expressly acknowledge that our approval of a site proposal submitted by you will not be deemed to be or construed as a warranty or guarantee, express or implied, as to the potential volume, profits or success of the Restaurant to be located on the site.

7. Other Responsibilities of the Parties

7.1 ***Our Other Obligations***. Our only initial obligation is to help you define your Multi-Unit Development Area and each Trade Area and assign it to you. Any other obligations we have to you are included in the individual Franchise Agreements that you will sign for each Franchised Business.

7.2 ***Other Investors in Individual Franchised Businesses.*** You may have other investors involved in the ownership of an individual Franchised Business as long as you advise us of those investors as provided in Section 7.3 and maintain majority ownership and voting control throughout the term of the Franchise Agreement. Each such investor must execute the Owner's Guaranty attached to the Franchise Agreement as an exhibit and the Owner's Acknowledgment. If we determine, in our sole discretion, that one or more of your majority owners has sufficient means to satisfy the requirements of the Guaranty, we may waive the requirement that all Owners (as such term is defined below) sign the Guaranty. In that case only the Owner or Owners who alone satisfy the Guaranty requirements must sign the Guaranty, as long as that Owner or Owners maintain majority ownership. You may create a special purpose Franchisee entity for each Franchised Business and its related Franchise Agreement provided that (i) you retain fifty-one percent (51%) or more of the equity in the Franchisee entity, (ii) the Owners of the Franchisee entity are approved by us pursuant to this Section 7.2, and (iii) the Owners of the Franchisee entity each execute the Owner's Guaranty and Owner's Acknowledgement.

7.3 ***Your Owners.*** **Exhibit 2** to this Agreement will at all times completely and accurately describe all of your owners and their beneficial ownership interests **("Owner(s)")**. You and your Owners must sign and deliver to us such revised **Exhibit 2** as may be necessary to reflect any permitted changes in the information contained therein within five (5) business days following the occurrence thereof and to furnish such other information about your organization or formation as we may request.

8. Confidentiality

8.1 ***Confidential Information***. You acknowledge that certain information relating to the development and operation of the Franchised Business including, without limitation, the standards, methods, procedures and specifications of the System, including the contents of the Operations Manual, is

derived from information disclosed to you by us and that all such information is of a proprietary and confidential nature and our trade secret of **("Confidential Information")**. You and each of your Owners, officers, directors, members, partners, managers, employees and agents, must maintain the absolute confidentiality of all such Confidential Information both during the Term of this Agreement and after the termination or expiration of this Agreement and can use such Confidential Information only to the extent necessary to allow you to operate the Franchised Businesses, and you may not disclose any such Confidential Information for any reason whatsoever, except as provided herein. You may disclose the Confidential Information to your Owners, officers, directors, members, partners, managers, employees and agents only to the extent necessary for the development of the Franchised Business in accordance with this Agreement. You must sign, and shall cause those persons receiving the Confidential Information to sign, a Confidentiality Agreement that we prescribe. You cannot use any such Confidential Information, directly or indirectly, in any other business or in any other manner or obtain any benefit therefrom not specifically approved in writing by us during the Term of this Agreement or afterwards.

8.2 ***Use of Confidential Information***. You will not acquire any interest in the Confidential Information other than the right to use the Confidential Information in connection with the development of the Franchised Business during the Term of this Agreement, and you acknowledge that your use or duplication of the Confidential Information in any other business or capacity will constitute an unfair method of competition with us, our Affiliates and our other multi-unit franchises, developers and franchisees.

You acknowledge that we are disclosing the Confidential Information to you solely on the condition that you agree, and you hereby agree, that any Confidential Information received from us (a) shall only be used by you for purposes of performing your obligations under this Agreement, (b) will not be used by you in any other business, manner or capacity, (c) will have its absolute confidentiality maintained by you both during and after the Term of this Agreement and any renewal term, (d) will not be copied by you without our written authorization, and (e) will not be disclosed by you to any third party without our prior written consent. You will use reasonable care to prevent the disclosure of the Confidential Information to any third party, and further shall limit the dissemination of the Confidential Information within your own organization to individuals whose duties justify the need to know the Confidential Information, and then only provided that there is a clear understanding by such individuals of their obligation to maintain the confidential status of the Confidential Information and to restrict its use solely to the purposes specified herein. You will cause each person receiving the Confidential Information to sign a copy of a confidentiality agreement if requested by us.

You acknowledge that no other right or license to use the Confidential Information is granted by this Agreement, and agree that the amount of the Confidential Information to be disclosed to you is completely within our discretion.

9. Non-Competition

9.1 ***Non-Competition During the Term***. You (if you are an individual) or your Owners (if you are an entity) cannot, directly or indirectly, own or be involved with a Competitive Business during the Term of this Agreement without our prior written approval. A **"Competitive Business"** means a company or other business that offers Restaurant services competitive with those we offer, franchise or license. You (if you are an individual) and your Owners (if an entity) may own and/or operate other commercial businesses as long as they do not sell food or food products of any kind in the Multi-Unit Development Area or an adjacent multi-unit area, unless previously approved by us in writing.

9.2 ***Post-Term Non-Competition***. For a period of one (1) year after termination or expiration of this Agreement or the maximum time permitted under applicable law, you (if an individual) and your

Owners (if an entity) agree that you (or they) will not, directly or indirectly, own or be involved with a Competitive Business within the Multi-Unit Development Area or within five (5) miles of any Imo's Pizza Restaurant then in existence. You agree and acknowledge that the one (1) year period of this restriction shall be tolled during any time period in which you are in violation of this restriction.

9.3 ***Severability of Restrictive Covenants***. You acknowledge that the invalidity or unenforceability of any portion of Sections 9.1, or 9.2 shall not affect the validity or enforceability of any other portion of Sections 9.1, or 9.2 or any other section of this Agreement and any invalid or unenforceable portion of Sections 9.1, or 9.2 shall be deemed to be severable.

9.4 ***Amendment of Restrictive Covenants***. You acknowledge that the provisions of this Article 9 have been inserted for our sole benefit and that we have the right, in our sole discretion, to waive in whole or in part or otherwise reduce the scope of any covenant set forth in this Article 9 or any portion of this Agreement without your consent, effective upon our giving Notice to you.

10. Transfer

10.1 ***Transfer by Us***. We have the right, directly or indirectly, to sell, assign, transfer or otherwise dispose of or deal with this Agreement, or any or all of our rights and obligations under this Agreement, to any individual, firm, partnership, association, bank, lending institution, corporation, limited liability company or other person or entity as we may in our sole discretion deem appropriate. In the event of any such transfer, we will be released from any liability under this Agreement for the obligations transferred.

10.2 ***Transfer by You***. You acknowledge that the granting of the rights hereunder is based upon our investigation of your qualifications, such as business skill, financial capacity and personal character, and that such rights are personal to you. Except as hereinafter provided, neither you, nor any of your Owners may directly or indirectly sell, divide, encumber, assign, hypothecate, mortgage, sub-license, transfer through bequest, inheritance, transfer in trust, divorce or operation of law or by any other means, or otherwise dispose of the rights granted hereunder, or any part of this Agreement, or any rights or privileges incidental to this Agreement, or any Franchised Business or any interest therein, or your rights or interest in this Agreement, or any Owner's direct or indirect ownership interest in you (herein collectively referred to as a **"Transfer"**), to any individual, firm, partnership, association, bank, lending institution, corporation, limited liability company or other third party without our prior written consent. Because of the personal nature of the grant in this Agreement we may approve or reject any request for a Transfer in our sole discretion. Under no circumstances will a Transfer be approved to one of our competitors or to a person operating a Restaurant under a license or franchise from one of our competitors. Any actual, attempted or purported Transfer occurring without our prior written consent shall constitute a default of this Agreement and shall be null and void. Also, in no event will we be willing to provide our consent to any Transfer, unless:

10.2.1 The proposed transferee is acceptable to us based upon standards for new multi-unit developers we use at such time, which may include, but not be limited to, standards relating to the transferee's financial strength, general business acumen, experience developing Restaurant, other business commitments, and such other standards and factors as we, in our sole judgment, deem important;

10.2.2 You are not in default in the performance or observance of any of your obligations under this Agreement (including, without limitation, making all payments in full when due), and any other agreement between you and us or between you or one of our Affiliates, relating to the

development or operation of Franchised Businesses or any other agreement between you and us or one of our Affiliates;

10.2.3 You have settled and paid, or made satisfactory arrangements to pay, all outstanding accounts with and amounts owed to us and all your trade creditors;

10.2.4 You have delivered to us a general release, in form satisfactory to us, of all claims you may have against us and our members, officers, directors, owners, managers, employees, Affiliates, successors and assigns;

10.2.5 Except in the case of a Transfer pursuant to Section 10.3 or a Transfer to us pursuant to Section 10.4, you have paid our transfer fee of $10,000, or our total cost and expenses we incur in connection with the Transfer, if they exceed the transfer fee; and

10.2.6 The proposed transferee assumes all of your rights and the obligations under this Agreement or, at our option, enters into a new area development agreement which includes the development rights being transferred for the remainder of the Term of this Agreement. The new area development agreement may be on different terms than this Agreement, including then current royalty percentages (for franchise agreements to be entered thereunder) and/or territory definitions. Even if we do not require the transferee to enter into a new area development agreement, we may require that the royalty rate for franchise agreements to be entered into pursuant to this Agreement be adjusted to the then current royalty rate for new franchise agreements and the territory definition be adjusted to the then current definition for all new franchise agreements.

In addition to the transfer fee set forth in Section 10.2.5, we have the right to charge a document review fee in connection with any proposed transfer, other than a transfer pursuant to Section 10.3. The document review fee will be the greater of $1,500 or our legal fees incurred in connection with the review of the proposed transferee.

It is understood and agreed that upon satisfaction of all the foregoing conditions and upon payment of all amounts which are owed by you, you will be released from any further liability under this Agreement with respect to matters or periods subsequent to the date of Transfer.

10.3 ***Transfer to a Corporation, Limited Liability Company or Other Entity***. If you are an individual, you may, coincident with or at any time after execution of this Agreement, after obtaining our written consent and provided all of your obligations to us have been satisfied, transfer and assign all of your rights and obligations hereunder to a corporation, limited liability company or other entity, provided you are and throughout the Term of this Agreement remain a principal executive officer of the corporation, limited liability company or other entity and the beneficial and registered owner of greater than fifty per cent (50%) of the issued and outstanding voting and equity rights and interests in such corporation, limited liability company or other entity (and any rights or options convertible into such voting or equity rights or interests), and further provided that you:

10.3.1 Cause the corporation and its directors and shareholders or, if a limited liability company or other entity, its owners or members, to acknowledge this Agreement and to agree in writing to be bound by the provisions of this Agreement; execute and cause the corporation and its directors and shareholders or, if a limited liability company or other entity, its owners or members, to execute any agreement as may be specified by us relating to the assumption by the corporation, limited liability company or other entity, of any rights and obligations under this Agreement; cause the corporation in its articles of incorporation or, if a limited liability company or other entity in its operating agreement, to provide in effect that its object or business is confined exclusively to the

development and operation of Franchised Businesses as provided in this Agreement; cause the corporation, limited liability company or other entity, to restrict the issue of, and its directors and shareholders to restrict the transfer of, shares of the corporation or ownership or membership interests in a limited liability company or other entity, so that you continuously own greater than fifty per cent (50%) of the issued and outstanding voting and equity rights and interests in the corporation, limited liability company or other entity (and any rights or options convertible into such voting or equity rights or interests) and to have such restrictions noted on all share certificates of the corporation or the owner's or members' ownership certificates; and cause the corporation, limited liability company or other entity to inform us and to keep us informed as to the names and addresses of the then current directors and shareholders or members of, and those persons who have a financial interest in, the corporation, limited liability company or other entity from time to time;

10.3.2 Execute such documents in respect of the transfer and assignment as we may direct, including the attached Owner's Guaranty; and

10.3.3 Pay to us all of our reasonable costs (including, without limitation, legal costs and fees) for the administration of the Transfer and the preparation, execution and filing of all documentation required by us in connection with the Transfer.

10.4 ***Right of First Refusal***. If you or one or more of your Owners proposes to make a Transfer to any individual or entity (other than a corporation, partnership or other entity wholly owned by you or your Owners) that has provided a bona fide written offer, we will have the right for a period of thirty (30) days after you or such Owners have submitted all information requested by us, including a copy of the bona fide written offer, to exercise a right of first refusal and substitute ourselves for the proposed transferee in the transaction. If we decline to do so and there is any change in the terms and conditions of the proposed transaction or the proposed transferee, you must promptly notify us, and we will have the further right to exercise our right of first refusal over the revised transaction for a period of fifteen (15) days. If we exercise our right of first refusal, we will have not less than ninety (90) days to close the transaction, and we will have the right to substitute cash for any alternative form of consideration contemplated by the proposed transaction. You and your Owners agree to make all customary representations and warranties that we may require in connection with the proposed transaction. If we do not exercise our right of first refusal, or we revoke our right of first refusal**,** you or the transferring Owners may make a transfer on the terms and conditions of the offer considered by us if you and your Owners have complied with all of the provisions of Section 10.2.

10.5 ***Death or Incapacity***. If you die or become incapacitated, or if you are a corporation, limited liability company, partnership or other entity, a principal Owner dies or becomes incapacitated, so that you or, in the case of your Incapacity, a qualified manager appointed or employed by you, is not able to devote full time and attention to the operation of the Multi-Unit Development business, then your heirs or personal representatives must transfer the rights granted hereunder to a third party acceptable to us within a reasonable time, not to exceed nine (9) months from the date of death or Incapacity. In no event will we be willing to provide our consent to such transfer unless all of the conditions set out in Section 10.2 of this Agreement are satisfied. In the event that any of the conditions set forth in Section 10.2 of this Agreement are not satisfied, we will have the right in our sole discretion to terminate this Agreement by Notice, in the case of death, sent to your estate and, in the case of your or a principal Owner's Incapacity, to you. For purposes of this Section 10.5, **"Incapacity"** means in our reasonable opinion your inability or the inability of your principal Owner, by reason of physical or mental illness or disability, to operate the multi-unit development business in the ordinary course for a period of thirty (30) days or more in any consecutive ninety (90) day period.

11. Termination and Expiration

11.1 ***Termination by You***. If you have fully complied with this Agreement and we materially fail to comply with this Agreement and do not correct such failure within one hundred twenty (120) days after receipt of Notice thereof, you may terminate this Agreement effective one hundred twenty (120) days after giving Notice of such termination to us. Your termination of this Agreement for any other reason or without such notice will be deemed a termination without cause.

11.2 ***Termination by Us Without Opportunity to Cure***. You will be deemed to be in default under this Agreement, and we may, at our option, terminate this Agreement and all rights granted herein effective immediately, without giving you Notice of, or the opportunity to cure, the default, if you either:

11.2.1 Make or are deemed to have made a general assignment for the benefit of creditors, or if a petition is filed against you under the Bankruptcy Code and not dismissed within sixty (60) days of filing, or if a petition is filed by you under the Bankruptcy Code, or if you are declared or adjudicated bankrupt, or if a liquidator, trustee in bankruptcy, custodian, receiver, receiver and manager, moderator, or any other officer with similar powers is appointed for you, or if you commit any act of bankruptcy or institutes proceedings to be adjudged bankrupt or insolvent or consents to the institution of such appointment or proceedings, or if you admit in writing an inability to pay debts generally as they become due;

11.2.2 At any time have any of the assets of your business seized or taken in execution or in attachment by one of your creditors, or a writ of execution issues against such assets, or if you without our prior written consent give any security interest in any of such assets or sell any of such assets except in the normal course of business, such that the foregoing materially impairs the operation of the business or any security interest which we may have in respect of this Agreement;

11.2.3 Willfully or fraudulently misrepresented any fact or condition made in any application or report provided to us or required to be made by this Agreement;

11.2.4 Die or become incapacitated (or if you are an entity, your principal Owner dies or becomes incapacitated) and a Transfer is not consummated as described in Section 10.5; or

11.2.5 By your actions, or your failure to take an action that it is required to take, you adversely affect the goodwill associated with the Licensed Marks or Imo's Pizza Restaurant.

11.3 ***Termination for Failure to Meet Multi-Unit Development Schedule***. If you fail to meet your development obligations under this Multi-Unit Development Schedule, such action shall constitute a default under this Agreement, upon which we, in our discretion, may by written notice to you either (i) terminate this Agreement and all rights granted hereunder without affording you any opportunity to cure the default; (ii) reduce the number of Franchised Businesses to be developed; (iii) reduce the number of Trade Areas; (iv) reduce the size of the Multi-Unit Development Area; or (v) terminate the Multi-Unit Development Area exclusivity and make such rights non-exclusive. If we elect to terminate this Agreement, we can resell your Multi-Unit Development Area, but you can maintain any Franchised Business established pursuant to a Franchise Agreement as long as you continue to comply with the terms of that Franchise Agreement.

11.4 ***Termination by Us After Opportunity to Cure***. Except as otherwise provided in Sections 11.2 and 11.3, above, if you fail to comply with any material term and condition of this Agreement, or fail to comply with the terms and conditions of any Franchise Agreement or other multi-unit development agreement or area development agreement between you (or a person or entity Affiliated with or controlled by you) and us, such action shall constitute a default under this Agreement. Upon the occurrence of any such default, we may terminate this Agreement by giving written notice of termination stating the nature of such default to you at least thirty (30) days prior to the effective date of termination, except that for payment defaults you will receive notice at least ten (10) days prior to the effective date of termination; provided, however, that you can avoid termination by immediately initiating a remedy to cure such default, curing it to our satisfaction, and by promptly providing proof thereof to us within the thirty notice period (or such longer period as applicable law may require). If any such default is not cured within the specified time (or such longer period as applicable law may require), this Agreement and all rights granted hereunder (including but not limited to, the right to develop any new Franchised Businesses) will terminate without further notice to you, effective immediately upon the expiration of the notice period (or such longer period as applicable law may require).

11.5 ***Modification of Rights Not Waiver of Termination Rights***. In lieu of termination, we will have the right to modify your rights under this Agreement as provided in Section 11.3; and if we exercise that right, we will not have waived our right, in the case of future defaults, to exercise all other rights, and invoke all other provisions, that are provided in law and/or set out under this Agreement.

11.6 ***Your Obligations on Termination or Expiration***. Upon termination or expiration of this Agreement, you will have no right to establish or operate any Franchised Business for which a Franchise Agreement has not been executed by us at the time of termination or expiration, except that with respect to expiration of the end of the last development year, if you have signed a lease by the expiration date, you may continue to open a Franchised Business within four (4) months of the lease signing as provided in Section 3.1.1. Thereafter, we are entitled to establish, and to franchise others to establish, Franchised Businesses in the Multi-Unit Development Area (except as may be otherwise provided under any Franchise Agreement that has been executed between you and us).

11.7 ***Effect of Default on Franchise Agreements***. No default under this Agreement shall constitute a default under any Franchise Agreement between the parties hereto.

11.8 ***Remedy Is Not Exclusive***. No right or remedy herein conferred upon or reserved to us is exclusive of any other right or remedy provided or permitted by law or equity.

12. Relationship and Indemnification

12.1 ***Independent Parties***. You are and will at all times remain an independent contractor, and you may not and will not represent yourself to be our agent, joint venturer, partner or employee, or to be related to us other than as our independent multi-unit developer. You may not make any representations or take any acts which could establish any apparent relationship of agency, joint venture, partnership or employment with us, and we will not be bound in any manner whatsoever by any agreements, warranties, representations or undertakings made by you to any other person nor with respect to any other action you take. You may not establish any bank account, make any purchase, apply for any loan or credit, or incur or permit any obligation to be incurred in our name or on our credit. No acts of assistance given by us to you shall be construed so as to alter this relationship. You will be solely responsible for paying all the operating costs of your development business, including all taxes.

12.2 ***Your Liability***. If two (2) or more individuals execute this Agreement as the Multi-Unit Developer, the liability of each such individual hereunder shall be joint and several.

12.3 ***Non-Liability***. We will not be obligated or liable for any injury or death of any person or damage to any property caused by your action, failure to act, negligence or willful conduct, nor for any other liability you incur.

12.4 ***Your Indemnity Obligation***. You agree to indemnify, hold harmless and, upon request, defend us, our Affiliates, and their respective officers, directors, owners, shareholders, managers, employees and agents (hereinafter each an **"Indemnified Party"** and jointly the **"Indemnified Parties"**), from and against all losses, suits, proceedings, arbitrations, claims, damages (direct, consequential, or otherwise), demands, causes of action, liabilities, fines, penalties, costs or expenses (including reasonable attorney's fees, expenses, or costs, including, but not limited to, any expert fees, costs, and/or expenses) of whatever kind and nature, directly or indirectly arising in whole or in part out of: (a) any default or breach by you of any obligation contained in any agreement with any Indemnified Party; (b) any act, failure to act, negligence, or willful conduct at or in connection with your multi-unit development business; (c) your operation of your multi-unit development business; (d) any allegation of agency or other alleged legal relationship by which any Indemnified Party is being held or might be held responsible for your acts or omissions; (e) your use of the Licensed Marks; (f) the violation of any federal, state, municipal or local law, rule, regulation, court order, ordinances, government directive or the like by you; (g) all taxes, levies, or assessments incurred and owed by you of whatever kind and nature; (h) the revocation of any prior approval to use or display, or the loss of any right to use or display, any or all of the Licensed Marks; (i) the investigation by any Indemnified Party of any claim, suit, proceeding, demand, and/or cause of action, (j) or any other act or omission of you, your customers, or any of your agents, employees, contractors, invitees, licensees, or business associates, except such as may be due to the negligence of the Indemnified Parties.

You agree that the defense obligation in this Section will be immediate and ongoing, regardless of any ultimate allocation of negligence or other form of liability.

To the extent to which you are required hereunder to provide any Indemnified Party with a defense as set forth in this Agreement, the Indemnified Parties shall have the sole and absolute right to select counsel to represent the Indemnified Party(ies) at your sole expense, and the Indemnified Parties shall have the sole and absolute right to direct the defense of the Indemnified Parties and/or the settlement of any such claim or suit on behalf of the Indemnified Parties.

In the event that the Indemnified Parties, in their sole and absolute discretion, allow you to select counsel to represent both you and the Indemnified Parties pursuant to this Agreement and the representation of you and the Indemnified Parties by the same counsel would be or becomes a conflict of interest for such counsel, the Indemnified Parties may select independent counsel to represent it or them without relieving you of your obligations of indemnification and defense as set forth in this Agreement.

You shall provide prompt, written notice to Indemnified Parties of any claim, suit, or proceeding, including, but not limited to, any arbitration, lawsuit, or any action taken by any local, municipal, state, or federal government or any local, municipal, state, or federal governmental agency, that names any Indemnified Party as a party and/or that could actually or potentially involve any Indemnified Party in any way.

The provisions in this Section survive the expiration, transfer and termination of this Agreement.

13. Dispute Resolution

13.1 ***Resolution of Disputes.*** Any dispute between you and us arising out of the relationship created by this Agreement shall be subject to the dispute resolution provisions set forth below.

13.2 ***Mediation***. In the event of any dispute, either party has the option of initiating a mediation proceeding by submitting a written request for mediation to American Arbitration Association according to its procedures, or any other mediation service mutually agreed to by the parties according to the procedures of such other mediation service.

The mediation process shall begin promptly and shall be concluded within ten (10) business days after the day the request for mediation is made, unless the parties mutually otherwise agree. Any and all discussions, negotiations, findings or other statements by the mediator and/or the parties made in connection with the mediation shall be privileged and confidential and shall not be admissible into evidence in any litigation.

All mediation proceedings shall take place in the county and state where we have our principal place of business. The expenses of the mediation service shall be borne equally by both parties, and all other expenses relating to such mediation shall be borne by the party incurring them.

The commencement of any dispute resolution procedure shall not act to prevent us from instituting or proceeding with any action which may be the subject of the dispute.

13.3 ***Venue***. You agree that we may institute any action against you arising out of or relating to this Agreement in any state court of general jurisdiction sitting in the county and state, or in the United States District Court for the district, in which we have our principal place of business, and you irrevocably submit to the jurisdiction of such courts and waive any objection you may have to either the jurisdiction or venue of such court.

13.4 ***Business Judgment***. The parties hereto recognize, and any mediator, arbitrator or judge is affirmatively advised, that certain provisions of this Agreement describe our right to take (or refrain from taking) certain actions in the exercise of our business judgment based on our assessment of the overall best interests of the System and/or franchise network. Where such discretion has been exercised, and is supported by our business judgment, neither a mediator nor an arbitrator nor a judge shall substitute his or her judgment for the judgment so exercised by us.

13.5 ***Limitations Period***. Except for claims arising from your non-payment or underpayment of amounts you owe us, any and all claims arising out of or relating to this Agreement or any agreement related to this Agreement or executed concurrently herewith or the relationship of the parties hereto, shall be barred unless a judicial proceeding is commenced within two (2) years from the date the complaining party knew or should have known of the facts giving rise to such claim.

13.6 ***No Punitive, Exemplary or Consequential Damages***. EXCEPT WITH RESPECT TO YOUR OBLIGATION TO INDEMNIFY THE INDEMNIFIED PARTIES PURSUANT TO SECTION 12.4 AND CLAIMS WE BRING AGAINST YOU FOR YOUR UNAUTHORIZED USE OF THE LICENSED MARKS OR UNAUTHORIZED US E OR DISCLOSURE OF ANY CONFIDENTIAL INFORMATION, YOU AND WE AND YOUR OWNERS WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN THE PARTIES, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND/OR TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

13.7 ***No Jury Trial***. YOU, WE AND YOUR OWNERS IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY.

13.8 ***Attorneys' Fees***. The prevailing party in any litigation arising out of or relating to this Agreement shall be entitled to recover from the other party all damages, costs and expenses, including court costs and reasonable attorneys' fees, incurred by the prevailing party in successfully enforcing any provision of this Agreement.

13.9 ***No Class Actions.*** **Any disagreement between you and us (and our Affiliates and owners) will be considered unique as to its facts and must not be brought as a class action, and you waive any right to proceed against us (and our Affiliates, stockholders, officers, directors, employees, agents, successors and assigns) by way of class action, or by way of a multi-plaintiff consolidated or collective action.**

14. General

14.1 ***Compliance with Laws.*** You and your Owners understand the requirements of, and will abide by, all United States government economic sanctions requirements. You represent and warrant that neither you nor any of your direct or indirect Owners, employees or agents is a person subject to trade restrictions under United States law, including (without limitation) the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., or any Executive Orders or regulations promulgated thereunder (including Executive Order 13224 of September 24, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, and the Specially Designated Nationals and Blocked Persons List) (**"Anti-Terrorism Laws"**). You and your Owners may not engage in any activity that would expose us to a risk of criminal or civil penalties under applicable United States law. Any violation of the Anti-Terrorism Laws by you or your Owners, or any blocking of you or your Owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement.

14.2 ***Severability of Provisions***. Every part of this Agreement is severable and the invalidity or unenforceability of any part of this Agreement shall not affect the validity or enforceability of any other part of this Agreement. If any covenant herein which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, length of time and/or business scope, but would be enforceable by reducing any part or all thereof, you and we agree that the same shall be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought.

14.3 ***Counterparts***. This Agreement may be executed in counterparts, and each counterpart when so executed and delivered shall be deemed an original.

14.4 ***Force Majeure***. Neither party will be liable to the other for non-performance or delay in performance occasioned by any causes beyond its control (other than lack of funds) including, without limitation, acts or omissions of the other party, acts of civil or military authority, strikes, lock-outs, embargoes, insurrections or acts of God. If any such delay occurs, any applicable time period shall be automatically extended for a period equal to the time lost, provided that the party affected makes reasonable efforts to correct the reason for such delay and gives to the other party prompt Notice of any such delay; provided, however, that if the delay exceeds one hundred twenty (120) days, we have the right to terminate this Agreement.

14.5 ***Successors and Assigns***. This Agreement shall inure to the benefit of and be binding upon us, you, your Owners and their respective heirs, legal representatives, successors and permitted assigns.

14.6 ***Delegation of Performance.*** We have the right to delegate the performance of any portion or all of our obligations under this Agreement to third parties, who may or may not be our Affiliates. Such third parties will be obligated to perform all functions for you in compliance with this Agreement.

14.7 ***Survival***. All obligations which expressly or by their nature survive termination or expiration or Transfer of this Agreement shall continue in full force and effect subsequent to and notwithstanding such termination or expiration or transfer and until they are satisfied or by their nature expire.

14.8 ***Notices***. All notices, consents and approvals (a **"Notice"**) permitted or required to be given under this Agreement shall be in writing and shall be deemed to be sufficiently and duly given if set forth in writing and delivered either (i) personally; (ii) by certified or registered mail; or (iii) by overnight courier service, if to us addressed as follows:

Imo's Franchising, Inc.
800 N. 17th Street
St. Louis, MO 63106
Attention: Legal Counsel

and if to you addressed as follows:

_____
_____
_____
_____
Attention: _____

Any Notice so given or made shall be deemed to have been given and delivered or made and received at the earlier of actual receipt or one (1) business day after sending by overnight courier service, or at the earlier of actual receipt or three (3) business day after sending certified or registered mail. Any party from time to time by Notice in writing given pursuant to the terms of this Agreement may change its address or facsimile number for the purpose of this Agreement.

14.9 ***Right of Set-off***. Notwithstanding any other provision of this Agreement, upon your failure to pay us as and when due any sums of money under this Agreement or any other amounts owing to us, we may, at our election, deduct any and all such sums remaining unpaid from any monies or credit held by us for your account.

14.10 ***Not Withhold Payment***. You agree that you will not on the grounds of the alleged non-performance by us of any of our obligations under this Agreement or under any other agreement between the parties, withhold payment of any amounts due to us whether on account of equipment or goods purchased by you or otherwise.

14.11 ***Non-Waiver***. The failure of either party to exercise any right, power or option given under this Agreement, or to insist upon strict compliance with the terms and conditions of this Agreement by the other party, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach of this Agreement or default under this Agreement, nor a waiver by the first party of its right at any time thereafter to require strict compliance with all terms and conditions of this Agreement. Our acceptance of payments due under this Agreement shall not constitute a waiver of any preceding breaches by you.

14.12 ***Applicable Law***. This Agreement shall be governed, construed and interpreted in accordance with the substantive laws of the State of Missouri, without giving effect to its conflicts of law

principles. Notwithstanding the foregoing, if the covenants in Section 9 of this Agreement would not be enforceable under the laws of Missouri, and the Franchised Business is located outside of that state, then such covenants shall be interpreted and construed under the laws of the state in which the Franchised Business is located. Nothing in this Section 14.12 is intended by the parties to subject this Agreement to any franchise or similar law, rule or regulation of the State of Missouri to which this Agreement would not otherwise be subject. If applicable law provides you with additional rights as to notices, opportunities to cure or otherwise than as are provided by this Agreement as to termination, renewal, transfers or otherwise, we will comply with the requirements of such laws to the extent they exceed our obligations under this Agreement.

14.13 ***Our Rights are Cumulative***. Our rights under this Agreement are cumulative and no exercise or enforcement by us of any right or remedy under this Agreement shall preclude the exercise or enforcement by us of any other right or remedy under this Agreement or which we are otherwise entitled by law to enforce. At our option, a default by you under this Agreement shall constitute a default by you under any other agreement between the parties, excluding any Franchise Agreements entered into pursuant to this Agreement , and the default by you under any other agreement shall constitute a default by you under this Agreement.

14.14 ***No Third Party Beneficiaries.*** Except as otherwise expressly provided herein, this Agreement is exclusively for the benefit of the parties hereto and shall not confer a benefit on, or give rise to liability to, a third party. No agreement between us and a third party is for your benefit.

14.15 ***Approvals or Consents***. Requests by you for approvals or consents shall be in writing and shall be timely made. Approvals and consents by us shall not be effective unless in writing and duly executed by us. Except as expressly provided to the contrary herein, we may grant or withhold such approvals or consents, and may make any determinations permitted hereunder, in its sole discretion and shall not be required to show "reasonableness" or to comply with any other standard in connection herewith.

14.16 ***Effect of Standards.*** Our specifications of the System shall not constitute a warranty or representation, express or implied, as to quality, safety, suitability, fitness for a particular purpose or any matter. We will not be liable to you or others on account of the specifications of the System, including the operation of the Franchised Business pursuant to the System.

14.17 ***Construction.*** You acknowledge that you had the opportunity to be represented by an attorney in connection with the preparation and execution of this Agreement, and to review and understand the terms hereof and to consider the advisability of entering into this Agreement. This Agreement will be construed according to its plain meaning and neither for nor against either party hereof regardless of which party's counsel drafted the provision.

14.18 ***Further Assurances.*** The parties agree to diligently do or cause to be done all acts or things and to execute all documents and instruments necessary to implement and carry into effect this Agreement to its full extent.

14.19 ***Entire Agreement.*** You and we each acknowledge and warrant to each other that you and we each wish to have all terms of this business relationship defined in this Agreement. Neither you nor we wish to enter into a business relationship with the other in which any terms or obligations are the subject of alleged oral statements or in which oral statements serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations set forth herein. Accordingly, you and we agree that this Agreement, together with any other documents or agreements executed by the parties contemporaneously hereto, supersede and cancel any prior and/or contemporaneous discussions (whether described as representations, inducements, promises, agreements or any other term) between us or anyone

acting on our behalf and you or anyone acting on your behalf, which might be taken to constitute agreements, representations, inducements, promises or understandings (or any equivalent to such terms) with respect to the relationship between the parties, and you and we each agree that they have placed, and will place, no reliance on any such discussion; provided, however, that nothing in this or any related agreement is intended to disclaim the representations we made in the Franchise Disclosure Document furnished to you. This Agreement, together with any other documents or agreements executed by the parties contemporaneously hereto or incorporated herein by reference, constitutes the entire agreement between the parties and contains all of the terms, conditions, rights and obligations of the parties with respect to any aspect of the relationship between the parties. No further franchise or development rights or offer of franchise or development rights have been promised to you and no such franchise or development rights or offer of franchise or development rights shall come into existence, except by means of a separate writing, executed by one of our officers or such other entity granting the franchise or development rights and specifically identified as a modification of this Agreement.

14.20 ***Amendments.*** No change, modification, amendment or waiver of any of the provisions hereof, including by custom, usage of trade, or course of dealing or performance, shall be effective and binding upon either party unless it is in writing, specifically identified as an amendment hereto and signed by a duly authorized representative of both parties.

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

Multi-Unit Developer:	Franchisor:
_____	**IMO'S FRANCHISING, INC.**
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

Owners' Acknowledgment

Each following party is mentioned in this Agreement as having certain rights and/or duties as an Owner of Multi-Unit Developer. Each following party is signing this Acknowledgment, not as a party, but only to the extent necessary to indicate its, his or her acceptance of, and agreement to be bound by, the specific rights and duties of an Owner mentioned in this Agreement.

Owner:

_____

By: _____

Name: _____

Its: _____

Owner:

_____

Print name: _____

Owner:

_____

By: _____

Name: _____

Its: _____

Owner:

_____

Print name: _____

Exhibit 1

MULTI-UNIT DEVELOPMENT SCHEDULE

You must develop _____ (__) Franchised Business(es) within _____ (__) years, at a rate of signing _____ Restaurant lease(s) per 12-month period starting on the Effective Date and the anniversary thereof (each, a **"Development Year"**), with one Restaurant in each of the following Trade Areas (collectively, the "**Multi-Unit Development Area**")*:

Trade Area 1 _____.

Trade Area 2 _____.

Trade Area 3 _____.

Trade Area 4 _____.

Trade Area 5 _____.

[Add or subtract Trade Areas as necessary]

Note:

*Under Section 3.1.1, each Franchised Business must be open within four (4) months after a lease is signed.

Development Fee:

The Development Fee will be equal to 100% of the initial franchise fee for the first Franchised Business to be developed, plus a deposit of 50% of the reduced initial franchise fee for each additional unit to be developed. For example, if you commit to develop the minimum of three Franchised Businesses, the Development Fee is calculated as $40,000 + (2 x $15,000 = $30,000) = $70,000

Royalty Percentage:

The Royalty percentage for each Franchise Agreement to be signed will be four percent (4%) of Net Sales.

Multi-Unit Developer:	Franchisor:
_____	**IMO'S FRANCHISING, INC.**
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

Exhibit 2

OWNERS OF MULTI-UNIT DEVELOPER

Name of Owner	Nature of Interest	Beneficial Interest in Multi-Unit Developer
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
Totals		**100%**

Exhibit 3

OWNER'S GUARANTY

In consideration of, and as an inducement to, the grant of a franchise and the execution of the Multi Unit Development Agreement dated _____, _____ (the "**Multi-Unit Development Agreement**") by and between IMO'S FRANCHISING, INC., a Missouri corporation ("**Franchisor**"), and _____ ("**Multi-Unit Developer**"), the undersigned hereby personally and unconditionally: (1) guaranties to Franchisor and its successors and assigns, for the term of the Multi-Unit Development Agreement and thereafter, as provided in the Multi-Unit Development Agreement, that Multi-Unit Developer shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Multi-Unit Development Agreement and any documents, agreements, and instruments executed pursuant to or in connection with the Multi-Unit Development Agreement (collectively, the "**Multi-Unit Development Documents**"); and (2) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Multi-Unit Development Documents applicable to Owners of Multi-Unit Developer.

The undersigned waives:

(i) acceptance and notice of acceptance by Franchisor of the foregoing undertakings;

(ii) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guarantied;

(iii) protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guarantied;

(iv) any right the undersigned may have to require that an action be brought against Multi-Unit Developer or any other person as a condition of liability; and

(v) any and all other notices and legal or equitable defenses to which the undersigned may be entitled.

The undersigned consents and agrees that:

(1) the undersigned's direct and immediate liability under this Guaranty shall be joint and several with all signatories to this and similar guaranties of Multi-Unit Developer's obligations;

(2) the undersigned shall render any payment or performance required under the Agreement upon demand if Multi-Unit Developer fails or refuses punctually to do so;

(3) this Guaranty shall apply to any claims Franchisor may have due to return of any payments or property Franchisor may have received from Multi-Unit Developer as a preference, fraudulent transfer or conveyance or the like in any legal proceeding;

(4) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Multi-Unit Developer or any other person; and

(5) such liability shall not be diminished, relieved or otherwise affected by any extension of time, creditor or other indulgence which Franchisor may from time to time grant to Multi-Unit Developer or to any other person, including without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during and after the terms of the Multi-Unit Development Documents, as the same may be amended or renewed, until Multi-Unit Developer's duties and obligations to Franchisor are fully discharged and satisfied; and

(6) shall pay Franchisor's court costs and reasonable attorney's fees in enforcing or collecting on this Guaranty.

All capitalized terms when used herein shall have the meaning ascribed to them in the Multi-Unit Development Agreement.

This Owner's Guaranty shall be governed, construed and interpreted in accordance with the substantive laws of the State of Missouri, without giving effect to its conflicts of law principles.

IN WITNESS WHEREOF, each of the undersigned has affixed his signature on the _____ day of _____, _____.

WITNESS(ES):	GUARANTOR(S):
_____	_____
Print or Type Name	Print or Type Name
_____	_____
Signature	Signature
_____	_____
Print or Type Name	Print or Type Name
_____	_____
Signature	Signature

Exhibit 4

FRANCHISE AGREEMENT

[The form of Franchise Agreement included in Exhibit C of the Franchise Disclosure Document will be attached here.]

EXHIBIT 5

STATE AMENDMENT TO MULTI-UNIT DEVELOPMENT AGREEMENT

[Use for the following states: Illinois]

[delete if not applicable]

EXHIBIT F

COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned, **[Franchise name]**, a [state] [type of entity], ("**Assignor**"), hereby assigns, transfers and sets over unto IMO'S FRANCHISING, INC., a Missouri corporation ("**Assignee**") all of Assignor's right, title and interest as tenant in, to and under that certain lease, a copy of which is attached hereto as Exhibit A (the "**Lease**"), respecting premises commonly known as_____. This Assignment is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment or the Lease unless Assignee shall take possession of the premises demised by the Lease pursuant to the terms hereof and shall assume the obligations of Assignor thereunder.

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

Upon a default by Assignor under the Lease or a default or expiration under the franchise agreement by and between Assignor and Assignee for an Imo's Franchising, Inc. franchise (the "**Franchise Agreement**"), or in the event of a default by Assignor under any document or instrument securing said Franchise Agreement or under any other agreement between Assignor and Assignee or its affiliates, Assignee shall have the right and is hereby empowered to take possession of the premises demised by the Lease, expel Assignor therefrom, and, in such event, Assignor shall have no further right, title or interest in the Lease.

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

Assignee: Imo's Franchising, Inc.

By _____
Charles H. Guidici, Jr., President

Assignor: [Franchisee name]

By: _____
[Name, Title]

By: _____
[Name, Title]

EXHIBIT G

IRREVOCABLE POWER OF ATTORNEY

That ("FRANCHISEE"), does hereby irrevocably constitute and appoint **Imo's Franchising, Inc**., a Missouri corporation ("FRANCHISOR"), FRANCHISEE's true and lawful attorney-in-fact and agent for FRANCHISEE and in FRANCHISEE's name, place and stead, to do or cause to be done all things and to sign, execute, acknowledge, certify, deliver, accept, record and file all such agreements, certificates, instruments and documents as, in the sole discretion of FRANCHISOR, shall be necessary or advisable for the sole purpose of assigning to FRANCHISOR all of FRANCHISEE's right, title and interest in and to any and all telephone numbers, social media accounts, websites, and internet domains used in connection with the Restaurant and all related Facebook, Instagram, Twitter, Snap Chat, Yelp, TripAdvisor and all other business listings and social media accounts digital or otherwise, including but not limited to, the execution and delivery of any Transfer of Service Agreement and any other transfer documentation required by the applicable telephone service company providing telephone services to FRANCHISEE or applicable social or digital media platform providing services to FRANCHISEE, and to do or cause to be done all things and to sign, execute, acknowledge, certify, deliver, accept, record, and file all such agreements, certificates, instruments and documents as, in the sole discretion of FRANCHISOR, shall be necessary or advisable for the sole purpose of assigning to FRANCHISOR all of FRANCHISEE's right, title and interest in and to any Internet and web site name pages, domain name listings, and registrations that contain the Marks, or any of them, in whole or in part, hereby granting unto FRANCHISOR full power and authority to do and perform any and all acts and things which, in the sole discretion of FRANCHISOR, are necessary or advisable to be done as fully to all intents and purposes as FRANCHISEE might or could itself do, and hereby ratifying and confirming all that FRANCHISOR may lawfully do or cause to be done by virtue of this Power of Attorney and the powers herein granted.

During the term of this Power of Attorney and regardless of whether FRANCHISEE has designated any other person to act as its attorney-in-fact and agent, no person, firm or corporation dealing with FRANCHISOR shall be required to ascertain the authority of FRANCHISOR, not to see to the performance of the agency, nor be responsible in any way for the proper application of funds or property paid or delivered to FRANCHISOR. Any person, firm or corporation dealing with FRANCHISOR shall be fully protected in acting and relying upon a certificate of FRANCHISOR that this Power of Attorney on the date of such certificate has not been revoked and is in full force and effect, and FRANCHISEE shall not take any action against any person, firm or corporation acting in reliance on such a certificate or a copy of this Power of Attorney. Any instrument or document executed on behalf of FRANCHISEE by FRANCHISOR shall be deemed to include such a certificate on the part of FRANCHISOR, whether or not expressed. This paragraph shall survive any termination of this Power of Attorney.

This Power of Attorney shall terminate two (2) years following the expiration or termination of that certain Franchise Agreement dated of even date herewith by and between FRANCHISOR and FRANCHISEE. Such termination, however, shall not affect the validity of any act or deed that FRANCHISOR may have effected prior to such date pursuant to the powers herein granted.

This instrument is to be construed and interpreted as an irrevocable Power of Attorney coupled with an interest and such Power of Attorney shall not be affected by the subsequent disability or incapacity of the principal.

IN WITNESS WHEREOF, the undersigned has executed this Irrevocable Power of Attorney as of the _____ day of _____, 20__.

FRANCHISEE:

By: _____
[Name, Title]

By: _____
[Name, Title]

THE STATE OF MISSOURI)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____ _____ and _____of _____ known to me to the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 20__.

_____

Notary Public

My Commission Expires:

_____

EXHIBIT H

PROTECTED AREA

Franchisee's Protected Area is within the following boundaries:

EXHIBIT I

ACH PAYMENT

[FRANCHISOR'S LEGAL NAME]
FRANCHISE AGREEMENT

DIRECT DEBIT AUTHORIZATION AGREEMENT

_____(Name of Person or Legal Entity) __
_____ (ID Number)

The undersigned depositor ("**Depositor**") ("**Franchisee**") hereby authorizes [FRANCHISOR'S LEGAL NAME] ("Franchisor") or any of its affiliates to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account(s) indicated below and the depository designated below ("Depository") ("Bank") to debit or credit such account(s) pursuant to Franchisor's instructions.

Depository	Branch	
City	State	Zip Code
Bank Transit/ABA Number	Account Number	

This authority is to remain in full and force and effect until sixty (60) days after Franchisor has received written notification from Franchisee of its termination.

Depositor	Depository
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT J

LOCATION TO BE DETERMINED

SITE TO BE DETERMINED ADDENDUM

THIS SITE TO BE DETERMINED ADDENDUM TO FRANCHISE AGREEMENT ("Addendum") is made and entered into at [city, state] this ____ day of _____, _____, by and between [FRANCHISOR'S LEGAL NAME], a _____limited liability company (hereinafter referred to as "Franchisor"), and _____ (hereinafter referred to as "Franchisee") whose principal business address is _____.

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement (the "Franchise Agreement") of even date hereof; and

WHEREAS, the location where Franchisee shall construct a Location under the Franchise Agreement has not yet been identified;

NOW, THEREFORE, the parties agree as follows:

The following provisions shall amend and be incorporated into the Franchise Agreement. In the event of any conflict between the terms of the Franchise Agreement and the terms of the Addendum, the terms of this Addendum shall control. All capitalized terms not defined in this Addendum shall have the respective meanings set forth in the Franchise Agreement.

1. Notwithstanding anything to the contrary in the Franchise Agreement, the parties agree, that Franchisee shall select an approved Trade Area or market for approval by Franchisor no later than on _____, and that Franchisee shall submit a completed Site Application for a location located within such Trade Area to Franchisor on or before _____. Such Trade Area or market must be in a state where Franchisor is registered to offer and sell franchises. Franchisee's failure to meet either one of these deadlines shall constitute a default under the Franchise Agreement allowing Franchisor to terminate the Franchise Agreement effective immediately upon notice of termination.

2. Notwithstanding anything to the contrary set forth in Article 5.2 of the Franchise Agreement, Franchisee shall Commence Construction no later than 240 days after the proposed site is approved by Franchisor or within 60 days of the point in time when a building permit for the Location is ready for issuance, whichever occurs earlier.

3. To the extent not amended herein, all other terms and conditions of the Franchise Agreement shall remain in full force and effect. No references to the amendments contained herein need be made in any instrument or document at any time referring to the Franchise Agreement and any such reference is deemed to be a reference to the Franchise Agreement as amended by this Addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum as of the day and year first above written.

FRANCHISEE:	**[FRANCHISOR'S LEGAL NAME],** A _____limited liability company
By: _____	By: _____
Its: _____	Its: _____

EXHIBIT K

RENEWAL ADDENDUM

RENEWAL ADDENDUM TO
IMO'S FRANCHISING, INC. FRANCHISE AGREEMENT

This RENEWAL ADDENDUM TO IMO'S FRANCHISING, INC. FRANCHISE AGREEMENT (the **"Addendum"**) is made and entered into by and between **Imo's Franchising, Inc.** (**"Franchisor"**), and **[Insert Franchisee]** ("**Franchisee**") on _____, 20__ (**"Effective Date"**). Franchisor and Franchisee are referred to as a **"Party"** and jointly as the **"Parties."**

W I T NE S S E T H: That,

WHEREAS, Franchisor and Franchisee executed a franchise agreement dated _____, 20__ (as amended, the **"Old Agreement"**), for the operation by Franchisee of a _____ in _____(the **"Location"**);

WHEREAS, Franchisor and Franchisee wish to renew the franchise for the Location, subject to the execution of Franchisor's current form of franchise agreement for the Location as of the Effective Date (as amended, the **"Franchise Agreement"**), as amended by this Addendum.

NOW, THEREFORE, in consideration of the premises set forth in this Addendum and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Renewal Term**. [*If there is no remaining renewal term*] Section 2.1 of the Franchise Agreement is deleted in its entirety. Franchisee is not entitled to renew this Agreement upon the expiration hereof. [*If there is a remaining renewal term*] Section 2.1 of the Franchise Agreement is amended by replacing the lead-in to the first sentence of the Section with the following: "You will have the right to automatically renew this Agreement at the end of the current term of this Agreement for one additional 5 year term, subject to receipt and approval of any documentation we may reasonably require, if all of the following conditions have been satisfied:"

2. **Pre-Opening Obligations**. Any provisions in the Franchise Agreement regarding the Parties' pre-opening obligations, including obligations regarding site selection, construction, opening, opening marketing obligations, initial training for owners and managers are deemed satisfied by the respective Parties as of the Effective Date.

3. **Initial Fees**. In lieu of Franchisee paying the Initial Franchise Fee set forth in Section 7.1, Franchisee will pay Franchisor a renewal fee of $_____. The renewal fee is fully earned by Franchisor when paid and is not refundable.

4. **Renewal Conditions**. [*If Franchisee has already fulfilled all renewal conditions*]: Franchisor acknowledges that Franchisee has fulfilled all renewal conditions set forth in the Old Franchise Agreement. [*If renewal conditions remain to be fulfilled*]: Franchisee acknowledges that Franchisor's agreement to enter into the Franchise Agreement is conditional on Franchisee timely fulfilling the renewal conditions set forth on Exhibit A hereto.

5. **Lease**. Franchisee acknowledges that its current lease term for the Location expires no sooner than the end of the Term of the Franchise Agreement, or that Franchisee has an option to extend the lease at least until the end of the Term.

6. **Release**. Franchisee, on behalf of itself and of its owners, affiliates, managers, agents, representatives, officers and directors, and each of them, on behalf of themselves and their owners, managers, agents, representatives, officers, directors, successors and assigns, ("Releasing Parties"), hereby fully, finally and forever release, forgive and discharge each of Franchisor and its affiliated companies and

each of their respective owners, managers, agents, representatives, officers, directors, employees, partners, affiliates, successors and assigns ("Franchisor Parties"), and each of them, of and from any claims, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character, and description, known or unknown, vested or contingent, which Franchisee or any Releasing Party, now own or hold, or has at any time heretofore owned or held, or may at any time own or hold against Franchisor, or Franchisor Parties arising prior to and including the date of this Addendum, including any such claim arising out of or in any way related to the Old Agreement and/or guaranty; provided, however, that this Agreement shall exclude: (i) claims arising from assertion of any continuing rights granted by this Addendum; (ii) claims arising under other agreements between the parties, or guarantees made by the parties; and (iii) claims under provisions in the Old Agreement surviving termination.

7. **Termination of Old Franchise Agreement**. Except as expressly provided in this Addendum, the provisions of the Old Franchise Agreement, and any rights and obligations thereunder, shall terminate as of the Effective Date, and the relationship between Franchisor and Franchisee thereunder be governed solely by the Franchise Agreement. This includes any confidentiality, non-competition and non-solicitation obligations that would apply post-termination or expiration, to the extent the Franchise Agreement contains similar provisions applicable to the Parties. Notwithstanding the foregoing, Franchisor and Franchisee must fully comply with any and all obligations that arose out of the Old Franchise Agreement prior to the Effective Date and which are not released pursuant to Section 6 above. To the extent the stated term of the Old Franchise Agreement is earlier than the Effective Date, the Parties hereby agree that the Old Franchise Agreement was extended up until the Effective Date.

8. **Effectiveness of Agreement**. To the extent not amended herein, all other terms and conditions of the Franchise Agreement shall remain in full force and effect. No references to the amendments contained herein need be made in any instrument or document at any time referring to the Franchise Agreement and any such reference is deemed to be a reference to the Franchise Agreement as amended by this Addendum. In the event of any conflict between the terms of the Franchise Agreement and the terms of the Addendum, the terms of this Addendum shall control. All capitalized terms not defined in this Addendum shall have the respective meanings set forth in the Franchise Agreement.

9. **Entire Agreement; Governing Law; Counterparts.** This Addendum and the documents provided for herein contain the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior negotiations, agreements, and understandings with respect thereto. This Addendum may only be amended by a written document duly executed by the Parties. This Addendum shall be governed by and construed in accordance with the same laws as the Franchise Agreement. This Addendum shall inure to the benefit of and shall be binding upon the respective successors, heirs, administrators, executors, personal representatives, trustees, and permitted assigns of the Parties. This Addendum may be executed in multiple counterparts, each considered an original, but all of which shall constitute but one amendment.

[Signature Page Follows]

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

IMO'S FRANCHISING, INC. a Missouri corporation	[Franchisee] a [_____]
By:_____ Name: Its:	By:_____ Name: Its:

Exhibit F

State Addenda and Agreement Riders

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE ILLINOIS FRANCHISE DISCLOSURE ACT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Illinois:

1. Illinois law governs the Franchise Agreement.

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

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

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

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

ILLINOIS AMENDMENT
TO FRANCHISE AGREEMENT

The parties to the Franchise Agreement dated _____, _____, hereby agree that the Franchise Agreement will be amended as follows:

1. Illinois law governs the Franchise Agreement.

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

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

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

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

Dated: _____

IMO'S FRANCHISING, INC.,
a Missouri corporation

By: _____
Name: Charles Guidici, Jr.
Its: President

FRANCHISEE:

By: _____
Name:
Its:

By: _____
Name:
Its:

ILLINOIS AMENDMENT
TO MULTI-UNIT DEVELOPMENT AGREEMENT

The parties to the Multi-Unit Development Agreement dated _____, _____, hereby agree that the Franchise Agreement will be amended as follows:

1. Illinois law governs the Franchise Agreement.

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

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

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

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

Dated: _____

IMO'S FRANCHISING, INC.,
a Missouri corporation

By: _____
Name: Charles Guidici, Jr.
Its: President

FRANCHISEE:

By: _____
Name:
Its:

By: _____
Name:
Its:

Exhibit g

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Exhibit H

STATE EFFECTIVE DATE PAGE

STATE EFFECTIVE DATES

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

California	Not registered
Hawaii	Not registered
Illinois	[Pending]
Indiana	[Pending]
Maryland	Not registered
Michigan	Not registered
Minnesota	Not registered
New York	Not registered
North Dakota	Not registered
Rhode Island	Not registered
South Dakota	Not registered
Virginia	Not registered
Washington	Not registered
Wisconsin	Not registered

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

Exhibit I

RECEIPT

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 IMO's Franchising, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this 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 requires 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 IMO's Franchising, 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 appropriate state agency identified on Exhibit A.

The franchisor is IMOS's Franchising, Inc. located at 800 N. 17th Street, St. Louis, Missouri 63106. Its telephone number is (314) 822-7227.

The issuance date is April 27, 2026. The state effective dates are on an exhibit preceding this Receipt.

IMOS's Franchising, Inc. authorizes the agents listed in Exhibit B to receive service of process for IMO's.

I have received a disclosure document dated April 27, 2026 that included the following Exhibits:

A.	List of State Agencies/Agents for Service of Process	C.	Financial Statements
B.	List of Franchisees	D.	Franchise Agreement
B.-1	List of Franchisees With Unopened Outlets	E.	Multi-Unit Development Agreement
B.-2	List of Franchisees Who Have Left the System	F	State FDD Addenda and Agreement Riders
		G.	Operating Manual Table of Contents
		H.	State Effective Date Page
		I.	Receipt

PROSPECTIVE FRANCHISEE:
Sign: _____
Print Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____
Fax: _____
Individually and as _____ of
_____

FRANCHISE SELLER:

Name: _____

Address: _____

Telephone _____

(Sign, Date and Return to Us)

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 IMO's Franchising, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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PROSPECTIVE FRANCHISEE:
Sign: _____
Print Name: _____
Title:_____
Address:_____
Email: _____
Telephone: _____
Fax: _____
Individually and as _____of
_____

FRANCHISE SELLER:

Name: _____

Address: _____

Telephone_____

(Sign, Date and Return to Us)