FRANCHISE DISCLOSURE DOCUMENT

Jet's America, Inc.
37501 Mound Road
Sterling Heights, Michigan 48310
586-268-5870
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www.jetspizza.com

The franchise being offered is for a restaurant serving pizza, subs or other sandwiches, salads and other food, primarily for carry-out and delivery. The total amount of your investment necessary to begin operation of a single Jet's Pizza franchise ranges from $437,500 to $631,000. This includes $25,000 (or $12,500 if you qualify for the 50% military discount) that must be paid to the franchisor or affiliate.

The total investment necessary for an Area Development Agreement, assuming it allows for development of three stores, is $60,000 (or $30,000 if you qualify for the 50% military discount, which is in addition to the cost of each single franchise to be developed, which amount must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale or grant. **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 James Galloway at 37501 Mound Road, Sterling Heights, Michigan 48310, (586) 268-5870, jimmy.galloway@jetspizza.com.

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

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

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

Issuance Date: April 28, 2022

NOTICE REQUIRED BY THE STATE OF MICHIGAN

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

Each of the following provisions is void and unenforceable if contained in any documents related 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 protections provided in the Michigan Franchise Investment Law. This section 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 a franchisee to comply with any lawful provisions of a 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 a franchisee by repurchase or other means for the fair market value at the time of expiration of a franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to a franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This section applies only if:

(1) The term of a franchise is less than five years; and

(2) a franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logo-type, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise, or a franchisee does not receive at least six months advance notice of a franchisor's intent not to renew the franchise.

(E) A provision that permits a 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 the State of Michigan. This section shall not preclude a franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside the State of Michigan.

(G) A provision which permits a franchisor to refuse to permit a transfer of ownership of the franchise, except for good cause. This section 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:

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

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

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

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

(H) A provision that requires a franchisee to resell to a franchisor items that are not uniquely identified with the franchisor. This section does not prohibit a provision that grants to the 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 section 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 section (C).

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

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

Any questions regarding this notice should be directed to the Department of Attorney General, Consumer Protection Division (Attention: Franchise), P.O. Box 30213, Lansing, Michigan 48909, telephone (517) 373-7117.

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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 us by litigation only in the judicial district in which we have our principal place of business at the time the action is commenced, which is currently Michigan. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to sue us in Michigan or a state other than in your own state.

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

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

Franchise Disclosure Document
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The information in this disclosure document, including any Exhibits, is the confidential property of Jet's America, Inc. This disclosure document is being provided to you for your use in considering the purchase of a Jet's Pizza restaurant franchise and for no other reason. Any other use, copying or disclosure is strictly prohibited.

Item 1: The Franchisor and any Parents, Predecessors, and Affiliates

Franchisor and Principal Business Address:

Jet's America, Inc.
37501 Mound Road
Sterling Heights, Michigan 48310

To simplify the language in this Disclosure Document, "Jet's" means Jet's America, Inc., the franchisor. Jet's may also be referred to as "we" or "us," or with similar pronouns. "You" means the person who buys the franchise. If you are a corporation, partnership, limited liability company, or other entity, your "Owners" means all of your stockholders, partners, members or other owners.

Jet's is a Michigan corporation and was incorporated on June 8, 1990. Jet's conducts business as "Jet's America, Inc." and as "Jet's Pizza."

Our affiliate is JAI Productions, Inc. Its principal business address is 37501 Mound Road, Sterling Heights, Michigan 48310. JAI Productions, Inc. has been in business since 2018 and collects rebates and processes payment for all of our franchise system items including the loyalty program, the advertising retainer fee, and the database.

Our registered agents for service of process are disclosed in Exhibit O to this Disclosure Document.

Jet's grants franchises certain rights to own and operate restaurants under the trade name "Jet's Pizza," selling pizza, sandwiches, salads and other food to the public, primarily for carry-out and delivery. A typical Jet's Pizza restaurant is about 1,500 square feet, and is located in a strip shopping center in a heavily populated urban or suburban area. Your competition will include a variety of pizza and fast food restaurants, including national and regional chains, independent restaurants, and some convenience stores.

If we approve you for a single Jet's Pizza restaurant franchise, you will have the opportunity to sign a franchise agreement ("Franchise Agreement") with us. Our current form of Franchise Agreement is attached as Exhibit A to this Disclosure Document. Under the Franchise Agreement, we grant you the right to operate a single Jet's Pizza restaurant ("Restaurant") at a location that we approve ("Location").

We own certain trademarks, services marks, trade names, domain names, logos, emblems and other commercial symbols (collectively, the "Marks"). See Item 13 for further information regarding the Marks.

You must operate your Restaurant using our franchise system ("Franchise System"), which is described in the Franchise Agreement and the Jet's Operations Manual ("Operations Manual"). We may periodically change, improve or further develop the Franchise System.

Jet's also offers multi-unit development rights to qualified franchisees to develop a certain number of Jet's Pizza restaurants within a defined area according to a pre-determined development schedule, as outlined in the terms of an Area Development Agreement. The Area Development Agreement is found in Exhibit Q. You do not have to enter into any Franchise Agreements at the time you enter into an Area Development Agreement. However, for each Restaurant you develop under the Area Development Agreement, you must sign our then-current form of Franchise Agreement that we

offer to new franchisees, the terms and conditions of which may be substantially different from those contained in the Franchise Agreement attached to this disclosure document (including, for example, with respect to higher fees, shorter term, or other factors more burdensome to you).

The market for our products, and fast food restaurants in general, is very well developed and very competitive. You will compete with other pizza restaurants, as well as other franchised, chain, or independent restaurants offering similar items as Jet's Pizza as well as a wide variety of other foods.

You must comply with all local, state, and federal laws that apply to your Restaurant operations, including health, sanitation, smoking, United States Department of Agriculture, Equal Employment Opportunity Commission, and Occupational Safety and Health Administration regulations, Food and Drug Administration regulations on nutrition labeling of standard menu items, other food and safety regulations, and anti-discrimination, employment, and sexual harassment laws. The Americans with Disabilities Act requires readily accessible accommodations for people with disabilities and therefore may affect some of your operations. You should consult with your attorney concerning these and other laws and ordinances that may affect your Restaurant operations.

You are responsible for all employment decisions of the Restaurant, including those related to recruiting, hiring, firing, scheduling, training (other than the brand training required by the Franchise Agreement), pay, benefits, personnel policies, record keeping, supervision, safety, security, and discipline of all workers. Any information we provide about employment matters, whether voluntarily or in response to your request, and whether provided directly or by means of any technology tools, is a recommendation only and not intended to exercise control over your employees, their wages, hours or working conditions, or the means and manner by which they carry out their duties. You must clearly inform all workers, before hiring and periodically thereafter, that you, and not Jet's, is their employer and that Jet's does not assume and will not accept any employer, co-employer or joint employer obligations. You must indemnify us against any claim that we are the employer, co-employer, or joint employer of any of your owners or workers.

Jet's began offering Jet's Pizza franchises in 1990. It has not and does not offer franchises in any other line of business, or engage in any other business, but reserves the right to do so in the future.

Jet's has no parents, has no affiliates that offer franchises in any line of business, and has no predecessors. Jet's has no affiliates that provide products or services to the franchisees of Franchisor.

Although it does not operate any locations or franchises directly, Jet's has several affiliates that, as of December 31, 2021, operate 41 Jet's Pizza franchises similar to the franchised restaurants being offered.

Apart from these franchises, neither we nor our affiliates do business under any name other than "Jet's America, Inc.," or "Jet's Pizza." Neither we nor our affiliates offer, or have ever offered, any other type of franchise.

Other than statutes and regulations applicable to food service establishments generally, there are no special regulations for the preparation and sale of pizza in your state. Under the general regulations

governing food service establishments, your employees may have to become certified food handlers. To obtain certification, your employees may be required to attend instructional courses, pass tests and pay a fee. You should check with city, township and county regulatory agencies to determine if certification will be required.

You must comply with all local, state and federal laws that apply to your restaurant operations, including health, sanitation, smoking, United States Department of Agriculture, Equal Employment Opportunity Commission, and Occupational Safety and Health Administration regulations, other food and safety regulations, discrimination, employment, and sexual harassment laws. The Americans with Disabilities Act requires readily accessible accommodations for people with disabilities and therefore may affect some of your operations. You should consult with your attorney concerning these and other laws and ordinances that may affect your restaurant operations.

Item 2: Business Experience

President: John Jetts

2014-Present

John Jetts was vice president and a director of Jet's since its incorporation in 1990, before becoming president on December 5, 2014. After completing high school, he assisted Eugene Jetts in the opening of Jetts Party Shop & Pizzeria in Sterling Heights, Michigan, in August, 1978. He has actively assisted in developing the Jet's Pizza system. He has also been an officer and director of each affiliate since its date of incorporation.

Secretary and Treasurer: Amanda Jetts

2014-Present

Amanda Jetts has been working with Jet's since 2007. From 2011 to 2019, she was the Accounting Manager for Jet's. She was elected as Secretary and Treasurer of Jet's on December 5, 2014, and has been serving as the Legal Secretary for Jet's since 2019.

Vice President - Sales: James W. Galloway, Jr.

1994-Present

James W. Galloway, Jr. has worked on a part-time and occasional basis for Jetts Party Shop & Pizzeria and various affiliates since 1978. In October, 1986, he became an officer and director of our affiliate, J.S. Investments, Inc., and has since become an officer and director of several other affiliates. Jim has been a vice president of Jet's since December, 1993. Since March of 1994, Jim has devoted his full time efforts to Jet's.

Vice President - Operations: Jeffrey Galloway

1994-Present

Jeffrey Galloway has been a vice president of Jet's since December, 1993. He began working on a part-time basis for Jetts Party Shop & Pizzeria, Inc. in 1982. In October of 1986, he became an officer and director of our affiliate, J.S. Investments, Inc., and has since become an officer and

director of several other affiliates.

Item 3: Litigation

Robert McDonald v. Jet's America, Inc. (Case No. 2021 CH 00658, Circuit Court of Cook County, Illinois). On February 10, 2021, plaintiff, on his own behalf and on behalf of other similarly situated, filed a putative class action complaint against Jet's, alleging violations of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 et seq. and seeking monetary damages, including an award of attorneys' fees, and injunctive and other equitable relief. The lawsuit was premised principally upon Jet's alleged use of biometric identifiers (thumbprints) for employee timekeeping purposes. The parties reached a settlement in principle in February 2022. Under the settlement, Jet's agreed to pay a total of $9,500, inclusive of all costs.

Item 4: Bankruptcy

No bankruptcy is required to be disclosed in this Item.

Item 5: Initial Fees

The initial franchise fee is $25,000; except for certain franchises established pursuant to an Area Development Agreement as described above and for those franchisees which qualify for a military discount. If a franchisee is at least 20% owned by a person who is in active duty or has served in the military, naval or air service and was not dishonorably discharged, then the Initial Franchise Fee will be $12,500, reflecting a 50% military discount. The initial franchise fee is due when you sign the Franchise Agreement and is not refundable under any circumstances. The initial franchisee fee may be waived at Jet's discretion for certain affiliate stores.

If you acquire area development rights, you must pay an area development fee when you sign the Area Development Agreement. The amount of the area development fee depends upon the number of franchises that you will have the right to develop under the Area Development Agreement and whether you qualify for 50% the military discount. Jet's requires a $25,000 fee for the first franchise location, a $20,000 fee for the second location, a $15,000 fee for the third location, and a $10,000 fee for each subsequent location thereafter. If you qualify for the military discount, Jet's will require a $12,500 fee for the first franchise location, a $10,000 fee for the second location, a $7,500 fee for the third location, and a $5,000 fee for each subsequent location thereafter. Jet's will grant the right to acquire a minimum of three franchises under an Area Development Agreement, and the area development fee in this circumstance is $60,000, or $30,000 for franchisees with the military discount. The area development fee must be paid in full, and is fully earned, at the time the Area Development Agreement is signed. In general, the area development fee includes the initial franchise fee for the franchises opened under the Area Development Agreement, unless a franchisee is opening additional franchises. The area development fees are not refundable under any circumstances.

Item 6: Other Fees

The following chart summarizes other fees imposed by us under the Franchise Agreement.

Fee	Amount	Due Date	Remarks
Royalty Fee - All franchisees	10% of Acquired Inventory; minimum of $1,000 per month	15th day of each month	(Note 1) Royalty percentages are lower for corporate-owned affiliate locations. Jet's corporate-owned affiliates pay royalty rates ranging from 1% to 3.5%. Certain franchises operating under a prior version of the franchise agreement may pay a lower fee.
Contributions to General Advertising Fund	Up to 1% of Acquired Inventory	15th day of each month	Up to 1% of Acquired Inventory; currently no contribution required (Note 2).
Contributions to Regional Advertising Fund	Formula to be determined by Jet's; currently 25¢ per box purchased for ordinary expenses and 10¢ per box purchased. (Note 3). Any additional amounts that Jet's requires for regional advertising initiatives (e.g., tv or radio ads).	15th day of each month	Jet's currently has several regional advertising funds, one of which you would be required to join; each fund establishes contribution rates, which are determined by Jet's and have no maximum; the amount you contribute will count toward the total minimum amount you must spend on advertising monthly.
Audit	Cost of audit	When billed	Payable only if an audit shows an underpayment of royalties, contribution required for advertising, or any other fees, of at least 5% of the correct amount.
Training Fee for Additional Training	$1,000 per person, not including training apparel (estimated cost of apparel is between $100-$200)	Before training	The initial training of two persons is included in the initial franchise fee; the training fee applies to each additional person to be trained; the fee is subject to change at Jet's discretion.
Additional Support	$30 per hour plus out-of-pocket expenses	Estimated costs due before support; balance due upon submission of invoice	Jet's hourly fee is subject to change at Jet's discretion.

Fee	Amount	Due Date	Remarks
Meetings, Seminars, Webinars, and Training Programs	(Note 4)	Before meeting, seminar, webinar, or program	
Evaluation Fee (Approval of New Supplier)	$1,000, plus out-of-pocket expenses	Fee plus estimated costs due before Jet's begins evaluation; balance due upon submission of invoice	Jet's will evaluate proposed new suppliers. The fee may be paid by you or the proposed new supplier. The fee is subject to change periodically by Jet's.
Transfer Fee	Up to $6,000	Before or at time of transfer	The fee may be lower depending on the complexity of the transfer.
Renewal Fee	$4,000	Upon renewal	Certain franchises operating under a prior version of the franchise agreement may pay a lower fee.
Interest on late payments	Lower of 1.5% per month or maximum rate allowed by law	Same as late fee or payment on which it accrues	If you are an individual you must sign a business purpose affidavit. A copy of the current form of affidavit used by Jet's is attached as Exhibit I
Administrative Fees for Certain Defaults	Up to $1,000 for minor defaults, but up to $25,000 for other defaults	Upon certain defaults	(Note 5)
Liquidated Damages	$20,000	Upon termination of Franchise due to your default	(Note 6)
Late Payment Fee	1.5% of the original amount due, but not paid on time.	Due immediately upon missing a payment due date.	Compensates Franchisor for increased costs due to the late payment. (Note 5)
Indemnification	Will vary with circumstances	As incurred	(Note 7)
Reimbursement of Monies paid on	Will vary with circumstances	Within 15 days of	(Note 8)

Fee	Amount	Due Date	Remarks
behalf of Franchisee		request by Jet's	

Notes:

Unless otherwise noted, all fees or its formula is uniformly imposed. 1. "Acquired Inventory" means your cost for all inventory and supplies (including but not limited to food ingredients, beverages, packages, cups, boxes, napkins, plastic ware, and cleaning supplies) paid for during the reporting period. Jet's uses a monthly reporting period but reserves the right to require payment via pre-authorized electronic bank debit.

2. Except as otherwise noted, all fees are non-refundable and payable to us.

3. In addition to the regular 25¢ per box purchased for ordinary expenses, you must also pay an extra 10¢ per box purchased for every box purchased in excess of those purchased in the same month of the prior year. So, for example, if 300 boxes were purchased in January of the prior year, and 350 boxes were purchased in January of the current year, you must pay 10¢ for 50 boxes. This fee is utilized to pay a performance-based bonus for the marketing and advertising services of our advertising agencies, currently being Zimmerman Advertising LLC.

4. To date we have not charged any fees, but we reserve the right to charge a fee for certain meetings, seminars, webinars, or training programs, and you would be responsible for your own costs of attendance at such meetings, including but not limited to travel, meals, and lodging.

5. We may impose reasonable administrative fees of up to $1,000 for certain minor defaults under the Franchise Agreement. For some more serious defaults, we may impose higher fees: such as $3,000 for failure to comply timely with renewal conditions, $20,000 for a Disparagement Fee, and $25,000 in the event of a credit card breach. You must notify Jet's immediately upon knowledge of any activity that may trigger the Disparagement Fee. The current schedule of administrative fees is attached as Schedule 5 to the Franchise Agreement. We may also impose a 10% late payment fee. If you make more than two late payments to us in any 6-month period, we may require you to deposit with us an amount equal to six times the last overdue payment.

6. If you default and we terminate your franchise, you must pay us within 30 days after the termination effective date, liquidated damages of $20,000 to us for lost royalties that would have been paid if the franchise had not been terminated (unless there are less than 36 months remaining in the term of the Franchise Agreement, in which case the number of months multiplied by $555.55 will equal the liquidated damages). Any liquidated damages we are entitled to only cover damages from the loss of royalties, and do not cover other damages to which we may be entitled to pursue from your other actions or inactions.

7. You must indemnify, defend and hold harmless us, our employees, agents and attorneys, and other franchisees, their employees, agents and attorneys, against any and all claims, liabilities, losses, costs, or expenses (including reasonable attorney fees) arising out of your operations or activities related to the franchise, its ownership of its assets, or its occupation of its premises.

8. You must pay to Jet's, within 15 days of any written request by Jet's which is accompanied by substantiating material, any monies which Jet's has paid, or has become obligated to pay, on your

behalf.

Item 7: Estimated Initial Investment

YOUR ESTIMATED INITIAL INVESTMENT

Item	Amount	Method of Payment	When Due	To Whom Paid
Initial Franchise Fee*	$12,500 or $25,000	Lump sum	At signing of Franchise Agreement	Jet's
Travel and living expenses while training	$9,000 to $15,000	As incurred	During training	Airlines, hotels, restaurants, car rental, etc.
Security deposit (Note 1)	$4,000 to $10,000	Lump sum	Upon signing lease	Landlord
Rent - 3 months (Note 1)	$7,500 to $30,000	Monthly	Monthly or according to lease	Landlord
Blueprints	$5,000 to $10,000	Lump sum	Before opening	Architect
Leasehold improvements (Note 2)	$175,000 to $250,000	As incurred	Before opening	Suppliers, contractors, etc.
Fixtures and equipment	$175,000 to $250,000	Lump sum	Before opening	Vendors
POS System	$20,000 to $30,000	Lump sum	Before opening	Vendors
Computer maintenance costs	$1,500 to $2,000	Lump sum	Before opening	Vendors, who are not affiliates
Miscellaneous opening costs (Note 3)	$3,000 to $6,000	As incurred	Before opening	Suppliers, utility companies
Opening inventory (Note 4)	$10,000 to $12,000	Lump sum	Before opening	Suppliers and including mandatory beverages
Insurance (Note 5)	$10,000 to $16,000	Lump sum	Before opening	Insurance company
Working Capital/Additional funds - 3 months (Note 6)	$60,000	As incurred	As incurred	Employees, Jet's
TOTAL (Notes 7, 8, & 9)	$492,500 to $716,000			

* If the franchisee is at least 20% owned by a person in active duty or who has served in the military, naval or air service and was not dishonorably discharged, then the Initial Franchise Fee

will be $12,500, reflecting a 50% military discount. Otherwise, the Initial Franchise Fee will be $25,000.

If you are renewing your franchise, you will not incur most of these costs because your Jet's Pizza Franchise is already open. You must, however, make certain modifications and improvements of your Jet's Pizza Franchise to meet our current standards. The costs associated will depend on the condition of your Jet's Pizza Franchise.

Other Notes:

1. This table assumes you will lease space for your Jet's Pizza franchise. A new Jet's Pizza restaurant typically has 1,500 square feet, and is located in a strip shopping center in a heavily populated urban or suburban area. Rent varies widely depending upon local market conditions. Rent is estimated to be $24,000 to $60,000 per year depending upon factors like the amount of space, condition and location of the leased premises, and whether you or your landlord will construct the interior of the premises. The security deposit is estimated to be one or two months' rent. Although we anticipate you will lease space for your Jet's Pizza franchise, it is possible that you may decide to buy real estate on which a building suitable for the Jet's Pizza franchise is already constructed or could be constructed. Real estate costs depend on several factors, including location, size, visibility, economic and market conditions, and the type of ownership interest being purchased. As such, this initial investment table does not reflect the purchase of costs of real estate or of constructing a building suitable for the Jet's Pizza franchise.

2. Includes normal costs of installation of utilities and fees for building permits and inspections for a typical commercial space. This does not include extraordinary costs that may be necessary due to the age or condition of the building, or for water or sewer taps, which may be necessary in rare instances. This also does not include fees that may be charged by local government departments and agencies, which may vary greatly from jurisdiction to jurisdiction. If you, as opposed to your landlord, bear the cost of your leasehold improvements, the cost will tend toward the higher end of the range in the table but your rent will tend toward the lower end of the range in the table; and vice versa if your landlord bears the cost of your leasehold improvements.

3. Includes utility deposits and utility costs during improvements, the cost of organizing your business, sales tax license and health department certification.

4. Opening inventory includes all of your opening inventory and supplies, including food ingredients, beverages, packages, cups, boxes, napkins, plastic ware and cleaning supplies.

5. Includes worker's compensation, personal property and public liability insurance, and delivery and non-owned automobile insurance to cover employee vehicles used to pick up supplies and deliver food. This figure represents the estimated cost for three months of coverage.

6. This includes estimated payroll costs, royalty fees, advertising, and assumes a typical level of income, for the initial three months of business. These figures are estimates and Jet's cannot guarantee that you will not have additional expenses or a lower level of income in starting the business. Your costs will depend on factors like how much you follow Jet's methods and procedures, your management skill, experience and business acumen, local economic conditions, the local market for our product, the prevailing wage rate, the level of competition, and the sales level reached during the initial period. We relied upon our previous experience with our affiliated Restaurants as well as those

franchisees who informed us of their experiences. These estimates involve Restaurants which follow our grand opening and marketing plans.

Item 8: Restrictions on Sources of Products and Services

You must purchase all of your leasehold improvements, furniture, furnishings, fixtures, and equipment (including pizza ovens, mixer, walk-in coolers, electronic cash register, computer hardware and software, preparation tables and utensils, and signs), inventory (food ingredients as well as packaging and paper products) and supplies (including advertising materials) according to specifications set by Jet's and from approved suppliers. See Item 11 for more detail regarding required computer hardware and software. We have total discretion to limit the suppliers with whom you deal with respect to your Jet's Pizza Franchise. We restrict your sources to protect our trade secrets, assure quality and a reliable source of products meeting our standards. You must purchase the signs that you will need for your Restaurant from an approved supplier.

Currently, Jet's sole supplier for soda and other drinks available for purchase in stores or online is PepsiCo ("Pepsi"). The exclusive contract with Pepsi is set to expire December 28, 2024, at which point Jet's may either elect to renew the contract, terminate the contract, and/or enter into an agreement with another supplier. Jet's also utilizes Zimmerman Advertising LLC ("Zimmerman"), a marketing agency, as its provider of nationwide marketing and advertising services. The contract with Zimmerman is set to expire July 31, 2022, at which point Jet's may elect to renew the contract, terminate the contract, and/or enter into an agreement with another agency. Jet's reserves the right to change either of these suppliers for any reason at any time.

We will require you to purchase certain items in the Technology System (defined in Item 11) from supplier(s) approved or designated by us. This designation may include the manufacturer or developer as well as the model number or other similar designation. If we name a designated supplier(s) for certain Technology System items, alternate suppliers will not be acceptable. We require you to use our approved suppliers for a Technology System which provides online ordering services to customers.

Neither Jet's nor any of its affiliates is currently an approved supplier of any items, but Jet's reserves the right to do so in the future. No officer of Jet's owns any interest in an approved supplier.

Franchisees may only utilize suppliers that have been approved by Jet's, in Jet's sole discretion. Franchisor will only consider approving additional or new suppliers in unusual circumstances, at the sole cost of the requesting Franchisee, regardless of whether or not the proposed supplier is approved. In order to petition Jet's for approval of a new supplier, you and the proposed new supplier must execute an Application for Approval of Supplier, which lists general standards for suppliers. Depending upon the goods or services for which approval is requested, there may be additional criteria or specifications which will be made available to the proposed new supplier. The proposed new supplier will have to execute a confidentiality agreement and provide Jet's with appropriate information and samples for testing. You or the proposed new supplier will have to pay an evaluation fee (see Item 6) to Jet's and reimburse Jet's for any out-of-pocket costs. Jet's current evaluation fee is $1,000, but is subject to change. Jet's review will typically take no more than 60 days. Supplier approval depends on a number of factors, including product or service quality, reliability, standards, financial capability, and customer relations. Moreover, approval of a new supplier may be conditioned upon its agreement to pay rebates (see below regarding usage of supplier rebates), and its execution of a supply agreement with terms and

conditions required by Jet's. Upon approval of a new supplier as to specified goods or services, you may immediately begin to purchase the goods or services from the new supplier. A supplier's approved status may be revoked for any breach or failure to fulfill our supplier standards or criteria or our specifications for particular goods or services. We have no obligation to approve any request for a new supplier or service. Jet's supplier standards, supplier approval and its criteria and specifications for goods and services may be changed from time to time by Jet's, subject to its sole discretion. Such changes may result in additional cost to you.

As described in Item 6, Jet's charges royalty fees to franchisees based on the percentage of Acquired Inventory (inventory and supplies) that the franchisees purchased from suppliers. According to our audited financial statements, in 2021, Jet's total revenue was $27,454,218 which included $11,132,721 of royalty revenue (based on Acquired Inventory purchases) and $585,950 of franchise fees and other revenue. Accordingly, 40.55% of Jet's total revenues was derived from franchisees' purchases of Acquired Inventory.

Jet's earns rebates from suppliers based on the volume of purchases by franchised locations. In 2021, Jet's earned $4,630,594 through rebates, which represents approximately 16,87% of Jet's total revenues in 2021.

Jet's negotiates with some suppliers to obtain the lowest possible cost for purchases by franchisees and may negotiate to receive rebates from suppliers. Supplier rebates will in all cases be applied to benefit franchisees generally. Supplier rebates are currently being allocated to the Vendor Rebate Fund and to implementing a uniform Point of Sale system and taking other such actions in order to improve utilization of technology in the Franchise System. Jet's reserves the right to change how supplier rebates are handled.

Within 10 days after your location has been selected, approved, and secured by lease or purchase, Jet's will provide you with its specifications and list of approved suppliers. These required purchases will represent about 100% of the costs you will incur to open the restaurant for business, and about 45% of your expenses on an ongoing basis. There are no purchasing or distribution cooperatives. We do not provide material benefits to a franchisee based on its purchase of particular products or services, or the use of particular suppliers.

If you occupy the Location under a lease, you must ensure that Schedule 4 to the Franchise Agreement, the Standard Lease Rider, has been entered into by all parties. Jet's may require that you provide Jet's with a copy of the lease agreement for its written approval. Our approval is not an endorsement of the legal or business terms of the lease. We can require, as a condition of our approval, that the lease contain certain terms and conditions.

You must maintain a competent and conscientious staff who have been trained in product preparation and general business operations in accordance with the procedures set forth in the Jet's Operations Manual, and who meet required governmental health and employment standards.

You must participate in any promotional programs (including physical or electronic gift card programs and/or loyalty programs) implemented by us, at your sole cost and expense, from time to time. This may include offering rebates, giveaways, delivery services, products and other promotional items related to such programs. In addition, it includes your obligation, at your sole cost and expense, to lease or otherwise procure any software, hardware or other items needed to participate in such promotional programs, and in compliance with the requirements as may be set

forth in the Operations Manual and from our designated supplier(s). The Operations Manual will establish any and all rules, guidelines, standards and specifications for these programs. However, you must not create or participate in any loyalty programs not authorized by us in writing.

Currently, we operate a customer loyalty program called Jet's Rewards. Under the Jet's Rewards Program, customers can earn points each time they make a purchase. The accrued points can then be redeemed by the customer for free items or delivery service for subsequent purchases, which items and delivery services you will be required to provide at your sole cost and expense.

You must also comply with the restrictions imposed on your advertising as set forth in Section 7 of the Franchise Agreement, including online advertising as set forth in Section 7.6 of the Franchise Agreement.

Item 9: Franchisee's Obligations

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

	Obligation	Section(s) of Franchise Agreement	Section(s) of Area Development Agreement	Disclosure Document Item(s)
a.	Site selection and acquisition/lease	2.2	2.2	2.1, 3
b.	Pre-opening purchases/leases	5	Not Applicable	7, 8
c.	Site development and other pre-opening requirements	5	2.2, 2.7, 2.8	6, 7, 8, 11
d.	Initial and ongoing training	5.4, 6.4	N/A	6, 11
e.	Opening	5.7, 5.8	N/A	11
f.	Fees	4, 5.1, 5.4, 6.5, 6.7, 7, 8.4, 13.2, 14.2, 15.3, 15.4, Schedule 1, Schedule 5	2.3, 2.4	5, 6
g.	Compliance with standards and policies/operating manual	2.2, 5, 6, 8	2.7, 3, 4	11
h.	Trademarks and proprietary information	6, 10, 11	4	13, 14
i.	Restrictions on products/services offered	6.5	2.7, 4.2, 5	16
j.	Warranty and customer service requirements	6.1, 6.5	Not Applicable	Not Applicable
k.	Territorial development and sales quotas	N/A	2.2	Not Applicable
l.	Ongoing product/service purchases	6.5, 6.7	Not Applicable	8
m.	Maintenance, appearance and remodeling requirements	6.1, 6.5, 6.7	Not Applicable	11
n.	Insurance	9	Not Applicable	7

Obligation		Section(s) of Franchise Agreement	Section(s) of Area Development Agreement	Disclosure Document Item(s)
o.	Advertising	6.6, 7	Not Applicable	6, 11
p.	Indemnification	9.5	Not Applicable	Not Applicable
q.	Owner's participation/management/ staffing	5.4, 9	Not Applicable	11, 15
r.	Records and reports	5.4, 6.4, 8	Not Applicable	11
s.	Inspections and audits	8	Not Applicable	6
t.	Transfer	8.7-9, 13, 15.7	6.2	17
u.	Renewal	3	Not Applicable	17
v.	Post-termination obligations	15.2, 15.6, 15.7	5	17
w.	Non-competition covenants	12	5	17
x.	Dispute resolution	18.3-8	8.3	17
y.	Promotional Programs	6.5, 6.7, 7.8	Not Applicable	8, 9, 11
z.	Reimbursement of Monies paid on behalf of Franchisee	4.6	Not Applicable	6, 9
aa.	Employee Policy	6.3	Not Applicable	8, 9
bb.	Websites; Domain Names; Electronic Marketing	6.6	Not Applicable	8, 9, 11

Item 10: Financing

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

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

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

The following applies with respect to each Franchise Agreement, whether signed as a "stand-alone" agreement or under an Area Development Agreement.

Pre-Opening Obligations

We will provide you with our site selection criteria for your Jet's Pizza Franchise, and upon your finding a suitable location which meets the site selection criteria to our satisfaction, approve your location. Jet's does not engage in the practice of owning premises and leasing them to franchisees. Jet's does not provide assistance with conforming the premises to local ordinances and building codes and obtaining any required permits. If requested, we may use reasonable efforts to help you analyze potential sites and determine site feasibility. It is your responsibility to locate a Jet's Pizza Franchise site that satisfies our site selection criteria. Factors Jet's would typically consider in approving a site include demographic information, pedestrian and automobile traffic patterns, the presence of competitive or complementary businesses in the area, conditions of the local economy, viability of the store, availability of parking and zoning requirements. You are encouraged to engage your own expert to assist in site selection. Jet's has 21 days after request for approval by a franchisee

to approve or disapprove a proposed location in its sole discretion. (Section 2.2(a)) Once your location has been determined, your territory and advertising territory will encompass an area with a radius of one and one-half (1½) miles from the location, except that in New York City, New York, and Chicago, Illinois, the radius of the territory is one-quarter (¼) of a mile. (Sections 2.2(d) and 7.1) You are encouraged to engage your own expert, such as a lawyer, to assist in lease negotiations. (Section 2.2(c))If you are unable to locate a site that is acceptable to us and secure it with a lease within 90 days, or if your restaurant is not ready to open for business within twelve months, after the Franchise Agreement is signed, Jet's may cancel the Franchise Agreement by written notice to you. (Section 5.5)

We will provide you with specifications for leasehold improvements, fixtures, equipment, furniture, furnishings and sample layouts of the design of the restaurant, and a list of approved suppliers for these items. (Sections 5.2, 5.3, 6.5) Jet's must approve the blueprints for the construction or remodeling of your restaurant, and once construction or remodeling is complete, Jet's must inspect and approve your restaurant for conformance with the blueprints and Jet's specifications. (Section 5.3). Jet's does not provide assistance with constructing, remodeling, or decorating the premises.

We will specify approved and mandatory menu items, and will provide you with instructions for their preparation. (Section 6.5)

We will provide you with an electronic copy of the Jet's Pizza Operations Manual. (Section 5.6)

Jet's does not provide assistance with hiring. We will train two restaurant managers. (Section 5.4) There is no fee for two persons to participate in the initial training program; this is included in the initial franchise fee. However, training apparel is not included and will not be provided, and any additional training required will be subject to fees.

In the State of Tennessee, the above-listed services may be provided by a third-party agent appointed by us.

We estimate it will be four to nine months after you sign the Franchise Agreement and pay the initial franchise fee before you open the Restaurant, but the timeframe could be longer depending on your diligence in the site selection and leasing processes and factors such as the existing market conditions, securing building permits and zoning approvals, and construction delays.

Continuing Obligations

Jet's will provide a representative to assist you at your restaurant – at a minimum – approximately eight hours per day for three days at a time scheduled by you and Jet's, but not later than the grand opening of your restaurant. Jet's marketing and support program for out-of- state franchises in new market areas is under constant review and development.

Jet's may, in its sole discretion, provide ongoing support and consultation concerning the operations of the restaurant, via personal visits, telephone, mail, computer or other means of communication. (Section 6.4)

Upon request, Jet's will train a replacement manager if one of your trained managers quits or is terminated. You must pay Jet's the current fee for the training program. (Section 5.4)

Subject to the availability of qualified personnel, Jet's may provide, in its sole discretion, additional

support and training for an hourly fee plus reimbursement of out-of-pocket expenses. The current hourly fee is $30 per hour, but is subject to change. Two persons must be trained at all times at each location. (Section 6.4)

Jet's may hold meetings, seminars, webinars, or training programs for franchisees, may designate certain meetings, seminars, webinars, or programs as mandatory, and although it has never done so to date, may charge a fee for any meetings, seminar, webinar, or program. (Section 6.4) You must pay for your own costs of attending any meeting, seminar, webinar or program, including travel, meals and lodging.

In the State of Tennessee, the above-listed services may be provided by a third-party agent appointed by us.

Jet's Advertising Program

You must spend a minimum per month of $3,800 on advertising, including your own local advertising initiatives and contributions to the General Advertising Fund, if any, or the regional advertising program. (Section 7.2 and Schedule 1)

All advertising materials, whether written or electronic, are subject to the prior written approval of Jet's. Advertising materials includes, but is not limited to, video, applications, email, or any other form of media intended for the general public. All forms of advertising must be submitted to Jet's for approval via email to approvals@jetspizza.com. We request up to three business days to review and provide feedback and/or approval. If you advertise with a new vendor, that vendor must complete and sign a Limited License Agreement in order to use our trademarks, logos, etc.

You may advertise only in your own advertising territory, subject to restrictions and guidelines we may impose periodically. If another franchisee is in close proximity, you must use reasonable efforts to coordinate the advertising with the other franchisee, or to conduct joint advertising. We may prescribe measures to limit any adverse impact upon other franchisees or the franchise system as a whole, such as requiring a prominent notice on printed material to the following effect: "GOOD ONLY AT XYZ LOCATION."

We are not obligated to spend any amounts on advertising in your area or territory, or to make expenditures for franchisees which are equivalent or proportionate to the franchisee's contribution, or to ensure that any particular franchisee benefits directly or pro rata from the advertising or promotion conducted by us, or to conduct any other advertising for the franchise system.

The Franchise Agreement appoints the Franchisor to make advertising decisions for your benefit with respect to monies allocated to the General Advertising Fund, including the power to negotiate arrangements with advertising agencies and to authorize the expenditure of funds held by the General Advertising Fund to pay for third party advertising services and marketing campaigns. The amounts contributed to the General Advertising Fund are made for advertising services and marketing campaigns that benefit you; the General Advertising Fund holds the funds received and serves as a conduit to pay the Franchisor and other third parties who will provide the actual services that benefit franchisees. There currently is no advertising council composed of franchisees that advises us on advertising policies.

General Advertising Fund. Although not currently required of franchisees, you may be required in the future to contribute to the General Advertising Fund. (Section 7.3)

The General Advertising Fund is currently funded solely by supplier rebates. Under your Franchise Agreement, you may be required to contribute an amount up to 1% of your Acquired Inventory to the General Advertising Fund. If, in the future, franchisees are required to contribute such amount to the General Advertising Fund, our affiliates who operate Jet's Pizza franchises will also be required to contribute on the same basis as all other Restaurants.

Jet's may use monies in the General Advertising Fund only for advertising and promotional expenses, including production, administrative costs, social media, advertising agency fees, and IT programs and enhancements facilitating ordering, sales and promotions. Jet's may also use the General Advertising Fund for media costs only if reasonably intended to benefit Jet's Pizza restaurants and the Franchise System generally, such as a national radio or television advertising program.

The General Advertising Fund must be used for advertising and promotional expenditures directed primarily at customers of one or more Jet's Pizza restaurants. Jet's may not use the General Advertising Fund for any advertising activities directed primarily at prospective franchisees.

We maintain the General Advertising Fund monies in an account separate from our monies and will not use them to defray our expenses, except for such reasonable costs and overhead as we may incur in activities reasonably related to the administration of the General Advertising Fund and direction of advertising programs, including costs of personnel (inhouse or third parties) for creating and/or implementing advertising, promotional, and marketing programs, and as described in this disclosure document. Any monies collected by the General Advertising Fund, and any earnings on them, will not otherwise inure to our benefit. We anticipate spending all the General Advertising Fund monies during the year within which the contributions are made. If, however, excess amounts remain at the end of the year, we anticipate that all expenditures in the following year will be made first out of accumulated earnings from the previous year, next out of earnings in the current year, and, finally, from current contributions. If there is a deficit at the end of the year, we will apply receipts in the following year to the deficit until it has been eliminated.

We prepare an annual financial statement of the General Advertising Fund using generally accepted accounting principles and will make it available to you. The General Advertising Fund's books and records are audited annually and we will also make the audit report available to you. You may review a copy of the financial statement and/or the audit report at our office upon reasonable request.

In 2021, the General Advertising Fund's expenses were as follows: 93.0% for media costs; 4.2% for production costs; 2.1 Sponsorship; 0.4% for administrative costs; and less than 0.3% for consumer satisfaction metrics, loyalty programs, research, professional fees, supplies and miscellaneous expenses.

Regional Advertising Funds. Jet's may, from time to time, in its discretion, establish a regional advertising program when it determines there are enough Jet's Pizza restaurants in an area to realize economies of scale for marketing and advertising or other purposes. (Section 7.4)

Jet's currently has four regional funds: Jet's Pizza Regional Advertising Fund (Michigan), Jet's Pizza Regional Advertising Fund (Southeast), Jet's Pizza Regional Advertising Fund (Southwest), and Jet's Pizza Regional Advertising Fund (Midwest/Mid-Atlantic). Jet's has the discretion to determine the boundaries of the region, and may change the boundaries periodically, merge two or more regions into a single region, or split a region into multiple regions. **All Restaurants located in a region for**

which a regional advertising fund is established, including those owned by affiliates who operate Jet's Pizza franchises, must participate in and contribute to the applicable regional advertising fund. Jet's establishes a contribution formula for each regional advertising fund, which shall apply uniformly to all Jet's Pizza restaurants in the region.

Your contributions to a regional advertising fund will apply toward your obligation to spend a minimum of $3,800 per month on advertising. Jet's currently engages Zimmerman to provide advertising and marketing services, and Zimmerman is paid through the regional fund contributions. Currently, the contribution formula in each regional advertising fund is 25¢ per box sold, plus an extra 10¢ per box sold for every box sold in excess of those sold in the same month of the prior year. So, for example, if 300 boxes were purchased in January of the prior year, and 350 boxes were purchased in January of the current year, you must pay 10¢ for 50 boxes. This fee is utilized to pay Zimmerman a performance-based bonus for its marketing and advertising services. Jet's reserves the right to change this contribution amount or structure at any time.

The legal structure of a regional advertising funds is at the discretion of Jet's, and may include a corporation, cooperative or unincorporated association. Currently, the regional advertising funds are unincorporated nonprofit associations. Each of the regional advertising funds is governed by a board of directors appointed by Jet's, and Jet's administers each regional advertising fund. Each regional advertising fund conducts its operations based on it written governing document or bylaws, which are available for you to review. Regardless of the type of entity or future changes in the structure of a regional advertising fund, the structure would contemplate an opportunity to participate in decision-making by franchisee representatives regarding advertising matters and the expenditure of funds.

Contributions to each of the regional advertising funds are then contributed to the Jet's Pizza National Advertising Fund, which is a Michigan nonprofit corporation. All funds are used for advertising intended for the primary benefit of Jet's Pizza restaurants located in the contributing regions. Jet's may not use any regional advertising funds for any advertising activities directed primarily at prospective franchisees. Upon request, Jet's or the regional advertising program will provide financial statements to its franchisees at least annually, which are available for you to review. These statements are not required to be audited. During the most recent fiscal year, funds in the regional advertising funds were spent as follows:

Expense Item	Percentage
Print and Mail Advertisements	40%
TV Advertisements	50%
Digital	10%
	100%

Jet's primary advertising medium to date has been direct mail coupons, but Jet's has also used radio, television advertising, and digital social advertising. Jet's uses an advertising agency to help develop its advertising materials. Jet's reserves the right to change the advertising agency or to stop using an agency. Jet's also uses an agency for internet advertising and electronic marketing mediums. You may not utilize any such electronic marketing mediums, or engage or hire any advertising agency or social media company, without Jet's prior written authorization. Authorization is subject to change per Jet's discretion. Jet's has the right to require you to participate in any such electronic marketing mediums. (Section 6.6)

Jet's may implement certain promotional programs (including gift card programs and/or loyalty programs) for its franchisees. You must participate in and act in accordance with any such policies or procedures prescribed by Jet's for such promotional programs. (Section 7.8)

Jet's negotiates for rebates from its suppliers. All rebates are used for advertising and the technological enhancement, such as social media, of the Franchise System. Jet's reserves the right to change the use of the rebates.

Technology Requirements

We have the right to specify or require that you purchase, lease and use certain vendors, brands, types, makes, and/or models of commercial grade communications equipment, routers, computer systems, Internet-connected devices, and other hardware, including: (a) a point of sale ("POS") computer system; (b) video or security system; (c) other electronic system, device, product or service, (d) computers, equipment, hardware, software, cloud-based services; (e) communication devices and tablets; (f) internet service providers and connections, (g) online ordering systems or services (which permits customers to place, track or pay for orders using the Internet or other electronic media) payment processing systems; (g) high speed broadband connectivity, high speed broadband monitoring, methods and means of encryption and access to Franchisor's network resources, and (h) other brand technology and peripheral devices as Franchisor may specify, update or modify from time to time in the Operations Manual (collectively, the "Technology System"). Upon your request we will provide you with current information regarding our approved providers.

The initial cost to purchase a POS computer system ranges from $20,000 to $30,000 per Restaurant. You will be required to install the POS System we designate. The currently designated POS system includes various computer hardware and software components and programs, including terminals, communication software, monitors, printers, and payment processing software which records and reports all sales, payments, discounts, inventories, purchases, and accounting data. You must also have a functioning email address so that we can send you notices and other electronic communications. It is your responsibility to ensure you have proper security applications and controls in place that include but are not limited to anti-virus software and complex passwords for logon accounts. Due to rapidly advancing technology, there may be additional costs to update or replace such POS computer system going forward, as may be determined by Jet's or the franchisee. Jet's reserves the right to require you to replace your POS computer system as frequently as every three years and update your POS computer system as often as needed, in Jet's sole discretion.

Jet's may require a franchisee to purchase new equipment or otherwise remodel its Restaurant to comply with changes in the franchise system, which may include requirements to upgrade or update your computer system. There is no contractual limitation on the frequency or cost of doing so, but in no event will you be required to comply with any changes more than once per year. (Section 6.5(c)(ii))

It is mandatory for you to keep your Technology System in good maintenance and repair, and to purchase support or maintenance contracts on your system. A typical support contract with supplier for maintenance, updating, support and software upgrades can range in cost from $1,500 to $2,000 per year.

We also have the right at any time to independently retrieve and/or remove and use data and information that we deem necessary or desirable from your Technology System. There are no

contractual limitations on our right to access the information and data. All data provided by you, uploaded to our system from your system, and/or downloaded from your system to our system, is owned exclusively by the Franchisor, and we will have the right to use the data in any manner that we deem appropriate without compensating you. In addition, all other data that you create or collect in connection with the Technology System, or in connection with operation of the Restaurant (including consumer and transaction data), is and will be owned exclusively by the Franchisor during the term of, and following termination or expiration of, the Franchise Agreement. You must provide copies and/or originals of such data to us upon request. We may license use of such data back to you solely for the term of the Franchise Agreement and solely for your use in connection with the establishment and operation of the Restaurant. You are responsible for safeguarding any and all data licensed back to you.

You must abide by all privacy and data protection laws pertaining to the collection, use, processing, integrity, security, transfer of, consumer access to, correction of, and deletion of personally identifiable information. You must ensure that any personally identifiable information is collected only with express or implied consent of the data subject and that all data to be shared with or transferred to the Franchisor has been collected in compliance with a privacy policy that allows such sharing or transfer.

We specifically require that you implement the most recent security requirements that the PCI Security Standards Council, LLC or its successor requires of a merchant that accepts payment by credit and/or debit cards or other mobile payment methods (the Payment Card Industry Data Security Standards or "PCI/DSS"), The PCI/DSS may require you to purchase a firewall or other new hardware and to have an independent third party conduct a PCI/DSS audit as and when required by the standards. You must use our approved vendors for PCI/DSS audits. The PCI Security Standards Council, LLC or its successor may revise the PCI/DSS standards at any time; we do not have control over the timing or substance of any changes. Compliance with PCI/DSS is a minimum requirement of your franchise and does not guarantee that no security breach will occur.

You must upgrade the POS System or other Technology System item as designated by us from time to time. We may require you to replace the POS System or other Technology System every 3 years. We will require you to update or replace software or cloud-based services used by the POS System or other Technology System as directed by us, which may be on a more frequent basis than every 3 years. Although we cannot estimate the future costs of any Technology System item or required service or support, you must incur the costs of obtaining such Technology System item (and additions and modifications) and required service or support. Within 90 days after we deliver notice to you, you must obtain Technology System components we designate and ensure that your Technology System, as modified, is functioning properly.

In the event that Jet's requires you to obtain, install, and operate a video or security camera system in your restaurant, Jet's reserves the right to access such footage if it should so decide.

Operations Manual.

Jet's will provide you with an electronic copy of the Jet's Pizza Operations Manual or other manuals, bulletins, policy statements or similar announcements. (Section 5.6) From time to time, Jet's, in its sole discretion, may revise the Operations Manual through written communications sent to its franchisees. In case there is a dispute over its content, our master copy of the Operations Manual controls. A copy of the table of contents from the current Jet's Pizza Operations Manual is attached

as Exhibit C. The Operations Manual contains approximately 217 pages. The number of pages devoted to each subject is as follows: Preface (1); Jet's Pizza Mission Statement and Guiding Principles (1); Terms and Definitions (1); Trademarks (2); Pre-Opening General Considerations (2); Site Selection and Approval (2); Store Design and Build-out (2); Equipment (2); Store Interior and Exterior (2); Licenses, Permits and Registrations (2); Utilities (1); Insurance (2); Pre-Opening Purchases (2); Inventory (2); Training and Support (2); Advertising (2); Restaurant Operations (5); Cleaning (3); Inspections (2); Customer Satisfaction (2); Safety (4); Management (11); Security (3); Default and Remedies (2); Transfer of Franchise (2); Miscellaneous (1). Appendices, including recipes, food preparation instructions, etc. (154).

Training Program

The initial training program begins with training in a classroom setting, followed by full-time, hands-on, on-the-job training at one or more Restaurants operated by Jet's or an affiliate. Training is conducted six days per week for six consecutive weeks, for a total of three hundred hours in the store. We conduct our initial training program approximately 5 times a year (or more frequently, if needed). Currently, all training (including training of franchisees located outside of Michigan) will be conducted at one of our affiliate locations in Michigan, unless Jet's is able to organize an alternative location in a more convenient place. Jet's will select the Restaurants at which training will take place. Training materials include the Jet's Pizza Training Manual, excerpts from the Operations Manual and food preparation cards. All training is currently provided by trainers and business coaches that have been within the company for 3 or more years. A representative of Jet's is primarily in charge of overseeing the training program. Two persons must complete the training program satisfactorily to Jet's by the time your restaurant is ready to open for business, but no later than within nine (9) months after the date of your Franchise Agreement, or Jet's may cancel your franchise. If you wish additional persons to be trained, you must pay a training fee, which is currently $1,000 per person, as stated in Item 6. You must pay for all travel, meals, lodging and other expenses you may incur in attending training. We currently do not require any additional training, yet reserve the right to require such additional training.

TRAINING PROGRAM

Subject	Hours of Classroom Training*	Hours of On the Job Training*	Location
Dough Counts	2	25	See below
Preparation of dough	2	60	See below
Prep List Inventory	1	10	See below
Prep Work (vegetables, cheese, sauce, toppings, bread, etc.)	2	15	See below
POS computer (Phones/order taking, Register position)	4	30	See below
Salads	1	15	See below
Make Line (lead, sauce, cheese, top, oven time)	3	70	See below
Cut Side (cut and box,	2	50	See below

Subject	Hours of Classroom Training*	Hours of On the Job Training*	Location
wings, topping products, etc.)			
Scheduling	1	10	See below
Monthly Inventory	1	5	See below
Food Ordering	1	8	See below

*These hours are estimates; actual training time per topic may vary.

Throughout the term of your Franchise Agreement, you or a principal or an individual you designate, at your expense, are required to attend all meetings, seminars and conferences we may specify as mandatory, including regional and national meetings, meetings related to new products or product preparation procedures, new Franchise System programs, new operations procedures or programs, training, restaurant management, financial management, sales or sales promotion, or similar topics and annual conferences. We will specify, from time to time, whether your attendance at such meetings, seminars and conferences must be in person or via videoconference or other means.

Item 12: Territory

The Franchise Agreement grants you the right to operate the Restaurant only at the Location approved by the Franchisor in its sole discretion (the "Location"). If, at the time of the signing the Agreement, we have not approved a Location for the Restaurant, you must propose a location for approval by the Franchisor.

Once your Location has been selected and approved by Jet's, Jet's will designate your minimum territory and your advertising territory in the Franchise Agreement, which will be a one and one-half (1½) mile radius from the Location, unless the Location is within any of the five boroughs of the City of New York, New York, or Chicago, Illinois, in which case the radius will be one-quarter (¼) of a mile from the Location.

You may not relocate from the Location without our prior written approval. Any relocation will be at your sole expense. The decision of the Franchisor as to whether to approve your request to relocate from your Location is in our sole discretion. In determining whether to consent to a relocation of your restaurant, we consider the same factors as we would in approving an initial restaurant location, as well as trying to keep the same territory and not violating other franchisees' territories. Moreover, except as may be set forth in and Area Development Agreement signed by us and you (as described below), we have no obligation to approve any additional franchised outlets for you, and you have no options, rights of first refusal or other rights to acquire any additional franchises.

You will have limited rights within your defined territory, which include the right to (i) operate in your defined territory, (ii) advertise in your defined advertising territory, (iii) accept pick-up orders from inside or outside your territory (except for special events), (iv) accept delivery orders from inside your territory, and (v) accept delivery orders from outside your territory (subject to restrictions imposed by Jet's from time to time).

Your territory is not exclusive, because your territory does not give you any exclusivity with respect

to customers located in the territory or elsewhere, and because we retain rights to Non-Traditional Restaurants as described below. Because your territory is not exclusive, we are required to include the following statement: "You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control." We and our affiliates retain the right to own, acquire, establish and/or operate, and franchise or otherwise license others to establish and operate "Non-Traditional Restaurants" inside your territory, which are defined as food trucks and other mobile units and in arenas, sports stadiums, sports complexes, shopping malls, food courts, department stores, retail and convenience stores, gas stations, hotels, casinos, amusement parks, arcades, theaters, bowling centers, festivals, fairs, schools, colleges, national parks, state and local parks, public beaches, convention centers, conference centers, factories, hospitals, penal institutions, airports, train stations, public transit stations, cruise ship ports, turnpikes, military bases, government buildings, school buildings and grounds, office complexes, high-rise apartment buildings, senior living facilities, Indian reservations, and other premises where the primary activity conducted at the premises is other than the retail sale of food prepared for immediate consumption. In addition, Franchisor reserves the right to supply "Special Events" in your territory, which are defined as banquets, receptions, picnics, parties, fairs, sporting events, or other events where the volume of the order may be beyond Franchisee's normal capacity. Jet's has no obligation to pay you any consideration in the event that Jet's establishes a Non-Traditional Restaurant or handles a Special Event in your territory.

As long as you are not in default under your Franchise Agreement, we will not operate or grant a franchise to any other person or entity to operate a Restaurant within your territory, except for Non-Traditional Restaurants as described above.

Your rights within your territory are not subject to achieving or maintaining a certain sales volume, market penetration or other performance-based factor, and once determined, Jet's has no right to alter the boundaries of your territory during the initial and first renewal term of the Franchise Agreement.

Jet's may impose restrictions upon advertising activities, such as to coordinate advertising activities with other franchisees in nearby territories. Jet's may also impose restrictions upon accepting delivery orders from outside your territory, such as to minimize interference with the territories of other franchisees, or to ensure the quality of the pizza or other food being delivered, which Jet's reserves the right to determine and decide in its sole discretion. Other than special events, as discussed below, there is no restriction on accepting pick-up orders from outside of your territory.

Except as described in this disclosure document, we have not established, and, as of the issuance date of this disclosure document, do not intend to establish, other franchised or company-owned Restaurants that provide similar products or services under different proprietary marks, but we reserve the right to do so in the future.

Under an Area Development Agreement, you would have the right and obligation to develop a certain number of Jet's franchise restaurants within a defined Area Development Territory according to a pre-determined development schedule, as outlined in the terms of an Area Development Agreement. So long as you satisfy your obligations under the Area Development Agreement and applicable Franchise Agreement, Jet's will not establish, operate, or license anyone else to own or operate, a Jet's franchise restaurant in the Area Development Territory throughout the term of the Area Development Agreement. For each franchise acquired under an Area Development Agreement, you must sign a separate Franchise Agreement and any related agreements or documents on Franchisor's

then-current standard forms. You may not develop or operate Jet's franchise restaurants outside the defined territory. Jet's may terminate the Area Development Agreement if you do not satisfy your development obligations as required.

Jet's reserves all rights not specifically granted to you, including but not limited to: (a) to open, operate and license others to own and operate restaurants, facilities or outlets operating under one or more of Jet's trademarks, but using a design, format or system materially different from your franchise system; (b) to distribute or sell goods bearing one or more of Jet's trademarks at wholesale or retail, such as frozen pizza, canned pizza sauce or other ingredients; and (c) to open, operate and license others to own and operate restaurants, stores or other facilities operating under one or more of Jet's trademarks, in conjunction with one or more other trademarks, service marks or franchise systems. Jet's has no immediate plans to do any of these things, but reserves the right to do so in the future.

Item 13: Trademarks

You may operate a restaurant under the name "Jet's Pizza," using the logo shown on the cover page, and using the other marks listed below. These are our principal trademarks used to identify the franchised business, although Jet's regularly develops additional trademarks. All of the trademarks shown below are registered with the United States Patent and Trademark Office ("USPTO"):

Mark	Register	Registration Date	Registration Number
	principal	3/22/11	3,933,302
BOLD FOLD	principal	12/6/16	5,094,141
Better, because it has to be.	principal	7/30/19	5,820,995
DEEP DISH BREAD	principal	10/21/14	4,626,561
DEEP DISH DUO	principal	10/6/15	4,826,143
EUGENE SUPREME	principal	8/2/16	5,012,413
JET PAC	principal	3/25/97, renewed 4/28/07	2,047,527
4 CORNER PIZZA	principal	8/2/16	5,012,749
	principal	8/2/16	5,032,003
8 Corner Pizza	principal	1/1/13	4,267,021
ALL MEATY	principal	01/24/17	5,129,170
BABY PAC	principal	3/25/97, renewed 4/28/07	2,047,528

Mark	Register	Registration Date	Registration Number
DELI BOATS	principal	3/25/97, renewed 4/30/07	2,047,526
Flavorize Your Crust for Free	principal	3/2/10	3,754,367
JET 10	principal	9/19/06	3,145,297
	principal	12/14/10	3,890,313
	principal	12/14/10	3,890,314
	principal	10/4/11	4,035,889
JET'S	principal	4/14/98, renewed 9/14/10	2,150,029
Jet's	principal	3/22/11	3,934,048
Jet's	principal	7/4/17	5,236,704
JET'S BOATS	principal	9/16/97, renewed 4/28/07	2,096,791
JET'S BREAD	principal	4/18/00, renewed 1/21/10	2,343,006
	principal	5/6/03, renewed 5/15/13	2,712,642
Jet's Pizza	principal	12/14/10	3,889,969

Mark	Register	Registration Date	Registration Number
	principal	2/3/98, renewed 2/16/08	2,133,757
JETSTIX	principal	1/24/17	5,127,911
Jetzee	principal	6/26/12	4,164,378
Let's Get Jet's	principal	6/15/10	3,802,330
LIFE IS SHORT. EAT BETTER PIZZA.	principal	7/27/10	3,825,678
MEATBALL SUPREMO	Principal	2/7/17	5,139,253
RESPECT THE CRUNCH	principal	9/15/15	4,812,701
TURBO CRUST	principal	12/2/03, renewed 11/7/13	2,787,930
Turbo Stix	principal	12/7/10	3,884,914
IE JETMAN JET'S PIZZA LOGO	Ireland	2017	2017/01047
Jet's	Canada	9/25/20	TMA1,081,799
CATM Jet's Pizza and Design	Canada	2018	585891

There is no currently effective material determination of the USPTO, the Trademark Trial and Appeal Board, or the trademark administrator of any state or any court, there are no pending infringement, opposition or cancellation proceedings, and there is no pending material federal or state court litigation regarding Jet's use or ownership rights in any of these trademarks. There are no agreements in effect which would significantly limit Jet's right to use or license the use of these trademarks in any way material to your franchise. Jet's has filed all required affidavits and there are no other superior rights, prior rights, or infringing uses other than that which is set forth herein.

Jet City Pizza Co. of Seattle, Washington was in business prior to registration of the marks listed above, and is still in business, and therefore has prior rights to continue operating under that name. On December 20, 2005, Jet City Pizza and Jet's entered into a Trademark Coexistence Agreement, whereby Jet City Pizza is unable to operate under their name anywhere outside of a 100 mile radius

of the Seattle metropolitan area. There is no prohibition on the location of Jet's Pizza restaurants within or outside of Seattle, Washington.

You must notify Jet's promptly of any infringement claim against you by a third party related to your use of Jet's trademarks. You must also notify Jet's promptly of any action by a third party that may constitute infringement of any of Jet's trademarks. Jet's has the exclusive right to defend its marks against infringement by others, and has sole discretion whether it wishes to defend you against infringement claims by third parties provided you promptly notify Jet's of the claim. The action to be taken by Jet's is subject to its exclusive discretion, and may include modification or discontinuance of the use of any mark. In that case, you must immediately modify your use or stop using the mark. If it is one of the principal marks used in connection with the franchise system, Jet's shall provide you with one or more replacement marks.

Under our business judgment, if we decide at any time that we will discontinue using, modify, replace, or use additional trademarks, you must comply with our directions after receiving our notice to you. Jet's shall have no liability for any other loss, damage, cost or expense you may suffer, such as but not limited to, litigation costs, attorney fees, any loss of revenue, increased promotion expenses, or the cost of remodeling your store.

You may use our trademarks only as expressly authorized in your Franchise Agreement. If we discover your unauthorized use of our trademarks, we may require you to immediately stop your unauthorized use and destroy all offending items reflecting such unauthorized use.

Jet's will protect your right to use our trademarks, service marks, trade names, logotypes, or other commercial symbols we authorize, or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of Jet's name, provided that your use has been consistent with the Franchise Agreement, Operations Manual, and our current standards and you have promptly notified us of, and comply with our directions in responding to, the proceeding.

Item 14: Patents, Copyrights, and Proprietary Information

No patents are material to the franchise. Jet's has an unregistered copyright in its Operations Manual, and has other proprietary information material to the franchise, such as recipes, food preparation cards and advertising material, which you will receive under your Franchise Agreement. This proprietary information is subject to confidentiality agreements contained in your Franchise Agreement.

	Copyright	10/21/2016	VA 2-020-763

There is no current material determination of the USPTO, the United States Copyright Office (USCO) or any court regarding this copyright. There is no agreement that limits the use of the copyright. Jet's has no obligations to take any action to protect this copyright or to defend you against claims arising from your use of the Operations Manual.

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

You are required, at all times, in good faith, honestly, and diligently, to perform your obligations under the Franchise Agreement and use best efforts to promote and successfully operate your Jet's Pizza Franchise.

Jet's requires that each store have at least one owner who personally supervises the franchised business. This "owner-operator" will serve as a manager and must (1) have successfully completed our training program, and (2) possess the skills necessary to properly fulfill and discharge the demands and responsibilities required by the Franchise Agreement. The manager must sign a confidentiality agreement to protect the proprietary information of Jet's, and an agreement not to compete with Jet's. Copies of the current forms of Confidentiality Agreement and Agreement Not to Compete are attached as Exhibits G and H. The manager need not have an ownership interest in the franchise. If you are a corporation, limited liability company or other entity in which the owners have limited liability, each owner who owns a ten percent or greater interest must sign a personal guaranty of your obligations under the Franchise Agreement. A copy of the current form of personal guaranty is attached as Exhibit F.

Item 16: Restrictions on What the Franchisee May Sell

You must offer all menu items that Jet's designates as mandatory, and you may not offer or sell any menu items that have not been approved by Jet's. Certain items may be offered or test marketed only in certain regions, and certain items may be designated as mandatory only in certain regions. We may modify our menu periodically and you must comply with the changes. Jet's has absolute discretion whether to make any changes to its menu. As discussed in Item 12, any orders you receive for special events must be coordinated with Jet's, and Jet's may impose a reasonable limit on your delivery area. Otherwise, there is no restriction on your customers, whether for pick-up or delivery, and whether the order is placed from inside or outside your territory. To the extent allowed by applicable law, we may regulate the minimum, maximum, and other prices for our menu and services your Jet's Pizza Franchise offers.

Item 17: Renewal, Termination, Transfer, and Dispute Resolution

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise or Other Agreement	Summary
a. Length of the franchise term	3	10 years
b. Renewal or extension of the term	3	One renewal term, if you are not in material default and are not among the lowest 10% of franchise restaurants in gross sales or Acquired Inventory. Renewal conditioned upon renovation of restaurant to comply with Jet's Pizza restaurant specifications in effect at time of renewal. The execution of a new Franchise Agreement upon your first renewal does not

Provision	Section in Franchise or Other Agreement	Summary
		entitle you to an additional renewal term.
c. Requirements for franchisee to renew or extend	3	Resolve, settle or release all claims against franchisor, sign new Franchise Agreement (which may contain materially different terms than your original contract), pay renewal fee, not be among the lowest 10% of franchise restaurants in gross sales or Acquired Inventory and renovate restaurant to comply with restaurant specifications in effect at time of renewal.
d. Termination by franchisee	Not Applicable	
e. Termination by Jet's without cause	3	You are only entitled to one renewal term; thereafter, Jet's may terminate the agreement with or without cause.
f. Termination by Jet's with cause	15.1	Jet's may terminate if you default, subject to notice and cure provisions.
g. "Cause" defined – curable defaults	14, 15.1	You will have between 5 and 30 days to cure a default, depending upon the nature of the default; for certain types of default you may have to pay Jet's a fine or penalty; the current schedule of fines is attached as Schedule 5 to the Franchise Agreement. Curable defaults include failure to conform to the franchise system; failure to pay royalties or other amounts owed to Jet's; defaults under lease; failure to pay suppliers; obtaining your SBA loan in excess of $350,000.00 without prior approval by franchisor; fixed monthly cost exceeding $7,000.00 without prior approval by franchisor.
h. "Cause" defined – defaults which cannot be cured	15.1(a)	Includes material misrepresentations; imminent danger to public health; bankruptcy; criminal conduct; abandonment; failure to have location approved and secured lease or purchase within 90 days of signing; failure to open within 9 months of signing; failure to conclude mandatory training pre-opening; failure to obtain required insurance; failure to operate restaurant for 3 or more consecutive business days; violation of health or safety laws or regulations; failure to pay taxes; failure to pay advertising contributions; failure to comply with reporting requirements; unauthorized use of trademarks; unauthorized disclosures; failure to pay franchisor; failure to operate under the franchisor's name; use of unapproved goods or equipment; violation of non-compete;

Provision	Section in Franchise or Other Agreement	Summary
		unauthorized transfer.
i. Franchisee's obligations on termination/non-renewal	12, 15.2, 15.3, 15.6, 15.7	Obligations include ceasing to use marks; for a termination following your default, you must pay $20,000 as liquidated damages for lost royalties
j. Assignment of contract by Jet's	13.1	No restriction on Jet's right to assign
k. "Transfer" by franchisee – defined	13.2	Includes 50% or more ownership change
I. Jet's approval of transfer by franchisee	13.2	Jet's must approve all transfers but will not withhold consent without good cause
m. Conditions for Jet's approval of transfer	13.2	Conditions include qualified transferee; completion of training program; payment of all amounts due; cure of all defaults; payment of transfer fee; and signing of Agreement for Consent to Transfer
n. Jet's right of first refusal to acquire franchisee's business	13.3	Jet's has right of first refusal to purchase franchise or any assets sold outside of ordinary course of business
o. Jet's option to purchase franchisee's business	13, 15.6, 15.7	Jet's has option to purchase your assets after termination of franchise due to your default
p. Death or disability of franchisee	13.4	Franchise must be transferred to surviving spouse, children or qualified third party within six months of your death, disability or incapacity; if franchise is not transferred within six months, the franchise will automatically terminate
q. Non-competition covenants during the term of the franchise	12	No competition within five miles of any Jet's Pizza restaurant; no competition in sale of franchises of operation of franchise system competitive to Jet's; no solicitation of employees of other Jet's Pizza restaurants
r. Non-competition covenants after the franchise is terminated or expires	12	No competition for three years within five miles of any Jet's Pizza restaurant; no competition in sale of franchises of operation of franchise system competitive to Jet's; no solicitation of employees of other Jet's Pizza restaurants
s. Modification of the agreement	18.20	Certain provisions may be modified by court or tribunal; Jet's may modify to comply with change in law or to comply with judgment or order of court or tribunal
t. Integration/merger clause	18.10	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of this disclosure document and Franchise Agreement may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended

Provision	Section in Franchise or Other Agreement	Summary
		to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
u. Dispute resolution by arbitration or mediation	16	All controversies, disputes, or claims between Franchisee and Franchisor shall be submitted for binding arbitration with the American Arbitration Association in Southfield, Michigan.
v. Choice of forum	18.3	Michigan law governs, except as provided in the State Law Addenda attached as Exhibit P
w. Choice of law	18.3	Michigan law applies, except as provided in the State Law Addenda attached as Exhibit P

This table lists certain important provisions of the Area Development Agreement. You should read these provisions in the agreement attached to this Disclosure Document.

Provision	Section in Area Development Agreement	Summary
a. Length of term	2.2, 2.6, 7	Typically 5 years
b. Renewal or extension of the term	Not Applicable	Not Applicable
c. Requirements for franchisee to renew or extend	Not Applicable	Not Applicable
d. Termination by franchisee	Not Applicable	Not Applicable
e. Termination by Jet's without Cause	Not Applicable	Not Applicable
f. Termination by Jet's with Cause	7	Jet's may terminate your option to acquire additional franchises under the Area Development Agreement, and Jet's may terminate any existing Franchise Agreements then in effect
g. "Cause" defined - curable defaults	6.3, 6.4	Defaults with applicable cure periods.
h. "Cause" defined – defaults which cannot be cured	6.1, 6.2, 6.5, 6.6, 6.7	Defaults without applicable cure periods.
i. Franchisee's obligations on termination/non-renewal	5	Covenant not to compete for a period of three years after the expiration or termination of the Area Development Agreement.
j. Assignment of contract by Jet's	Not Applicable	Not Applicable
k. "Transfer by franchisee" – defined	6.2	Unless waived by Jet's, transfer to third party prohibited.
l. Jet's approval of transfer by franchisee	8.4	Jet's must approve all assignments but will not unreasonably withhold consent to an assignment

Provision	Section in Area Development Agreement	Summary
		to an affiliate
m. Conditions for Jet's approval of transfer	Not Applicable	Not Applicable
n. Jet's right of first refusal to acquire franchisee's business	Not Applicable	Not Applicable
o. Jet's option to purchase franchisee's business	Not Applicable	Not Applicable
p. Death or disability of franchisee	Not Applicable	Not Applicable
q. Non-competition covenants during the term of the franchise	5	No competition with Jet's Pizza within the Area Development Territory or within five miles of any Jet's Pizza restaurant or Franchisor; no competition in sale of franchises of operation of franchise system competitive to Jet's; no solicitation of employees or customers of other Jet's Pizza restaurants
r. Non-competition covenants after the franchise is terminated or expires	5	No competition with Jet's Pizza within the Area Development Territory or within five miles of any Jet's Pizza restaurant or Franchisor; no competition in sale of franchises of operation of franchise system competitive to Jet's; no solicitation of employees or customers of other Jet's Pizza restaurants
s. Modification of the agreement	5.4, 8.12	Certain provisions may be modified by court or tribunal, or only in writing signed by both parties.
t. Integration/merger clause	8.11	Agreements and understandings before the signature of Area Development Agreement are superseded by Area Development Agreement. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
u. Dispute resolution	8.3	All controversies, disputes, or claims between Franchisee and Franchisor shall be submitted for binding arbitration with the American Arbitration Association in Southfield, Michigan.
v. Choice of forum	8.2	Michigan law governs, except as provided in the State Law Addenda attached as Exhibit P
w. Choice of law	8.2	Michigan law applies, except as provided in the State Law Addenda attached as Exhibit P

Item 18: Public Figures

Jet's reserves the right to promote with public figures.

Item 19: Financial Performance Representations

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting James Galloway, 37501 Mound Road, Sterling Heights, Michigan 48310 (586) 268-5870), the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20: Outlets and Franchisee Information

Table 1: System-wide Outlet Summary
For Years 2019 to 2021

Note: The entries 2019, 2020 and 2021 are for the years ended December 31 of each of those years.

Outlet Type	Year	Outlets at Start of Year	Outlets at End of Year	Net Change
Franchised				
	2019	352	343	-9
	2020	343	341	-2
	2021	341	354	+13
Company or Affiliate Owned				
	2019	35	39	+4
	2020	39	41	+2
	2021	41	40	-1
Total Outlets				
	2019	387	382	-5
	2020	382	382	0
	2021	382	394	+12

Table 3: Status of Franchised Outlets
For Years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Terminated	Non-Renewals	Re-acquired by Jet's	Ceased Operations - Other Reasons	Outlets at End of Year
Alabama								
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	1	0
	2021	0	0	0	0	0	0	0
Arizona								
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
Colorado								
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	1	0	0	0	0	3
Florida								
	2019	27	0	0	0	0	2	25
	2020	25	1	0	0	0	0	26
	2021	26	1	0	0	0	0	27
Georgia								
	2019	13	0	0	0	0	2	11
	2020	11	0	0	0	0	1	10
	2021	10	0	0	0	0	0	10
Illinois								
	2019	20	1	0	0	1	0	20
	2020	20	0	0	0	0	1	19
	2021	19	1	0	0	0	0	20
Indiana								
	2019	12	0	0	0	0	0	12
	2020	12	0	0	0	0	0	12
	2021	12	0	1	0	0	0	11
Kentucky								
	2019	8	0	0	0	0	0	8
	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
Michigan								
	2019	145	0	0	0	1	0	144
	2020	144	1	0	0	2	1	142
	2021	142	0	0	0	0	0	142
Minnesota								
	2019	8	1	0	0	0	0	9
	2020	9	0	0	0	0	0	9
	2021	9	1	0	0	0	0	10
Missouri								

State	Year	Outlets at Start of Year	Outlets Opened	Terminated	Non-Renewals	Re-acquired by Jet's	Ceased Operations - Other Reasons	Outlets at End of Year
	2019	5	0	0	0	0	0	5
	2020	5	0	0	0	0	1	4
	2021	4	0	0	0	0	0	4
North Carolina								
	2019	8	0	0	0	0	1	7
	2020	7	0	0	0	0	0	7
	2021	7	1	0	0	0	0	10 **2 stores went from corp to fran
New York								
	2019	1	1	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	1	0	0	0	0	2
Ohio								
	2019	41	0	0	0	0	0	41
	2020	41	2	0	0	0	0	43
	2021	43	1	0	0	0	0	44
Pennsylvania								
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
South Carolina								
	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Tennessee								
	2019	35	0	0	0	0	3	32
	2020	32	0	0	0	0	0	32
	2021	32	0	0	0	0	0	32
Texas								
	2019	12	0	0	0	0	2	10
	2020	10	1	0	0	0	0	11
	2021	11	3	0	0	0	0	14
Virginia								
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Wisconsin								

State	Year	Outlets at Start of Year	Outlets Opened	Terminated	Non-Renewals	Re-acquired by Jet's	Ceased Operations - Other Reasons	Outlets at End of Year
	2019	7	0	0	0	0	0	7
	2020	7	0	0	0	0	0	7
	2021	7	2	0	0	0	0	9
Totals								
	2019	352	3	0	0	2	10	343
	2020	343	5	0	0	2	5	341
	2021	341	12	1	0	0	0	354 **2 stores went from corp to fran

Table 4: Status of Affiliate-Owned Outlets
For Years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
Colorado							
	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	1	0	0	0	3
Florida							
	2019	3	1	0	0	0	4
	2020	4	0	0	0	0	4
	2021	4	0	0	0	0	4
Illinois							
	2019	1	0	1	0	0	2
	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
Kentucky							
	2019	6	0	0	0	0	6
	2020	6	0	0	0	0	6
	2021	6	0	0	0	0	6
Michigan							
	2019	18	0	1	0	0	19
	2020	19	0	2	0	0	21
	2021	21	0	0	0	0	21
North Carolina							

	2019	5	1	0	0	0	6
	2020	6	0	0	0	0	6
	2021	6	0	0	0	2	4
Totals							
	2019	35	2	2	0	0	39
	2020	39	0	2	0	0	41
	2021	41	1	0	0	2	40

Table 2: Transfers of Outlets from Franchisees to New Owners (other than Jet's or its affiliates) For Years 2019 to 2021

State	Year	Number of Transfers
Alabama	2019	0
	2020	0
	2021	0
Arizona	2019	0
	2020	0
	2021	0
Colorado	2019	0
	2020	0
	2021	0
Florida	2019	4
	2020	0
	2021	4
Georgia	2019	0
	2020	2
	2021	0
Illinois	2019	2
	2020	1
	2021	3
Indiana	2019	1
	2020	3
	2021	0
Kentucky	2019	0
	2020	0
	2021	0
Michigan	2019	7
	2020	5
	2021	11

State	Year	Number of Transfers
Minnesota	2019	0
	2020	0
	2021	0
Missouri	2019	0
	2020	4
	2021	0
New York	2019	0
	2020	0
	2021	0
North Carolina	2019	0
	2020	0
	2021	3
Ohio	2019	1
	2020	0
	2021	2
Pennsylvania	2019	0
	2020	0
	2021	0
South Carolina	2019	0
	2020	0
	2021	0
Tennessee	2019	1
	2020	6
	2021	0
Texas	2019	2
	2020	0
	2021	0
Virginia	2019	1
	2020	0
	2021	0
Wisconsin	2019	0
	2020	0
	2021	0
Totals	2019	18
	2020	21

State	Year	Number of Transfers
	2021	23

This table includes transfers by reason of a 50% or greater change in the ownership of a franchisee, and includes multiple transfers of a single franchise

Table 5: Projected Openings as of December 31, 2022

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Affiliate-Owned Outlets in Next Fiscal Year
Arizona	1	1	0
Colorado	4	2	1
Florida	2	6	1
Georgia	0	0	0
Illinois	4	1	1
Indiana	0	2	0
Kentucky	0	0	0
Michigan	0	2	0
Minnesota	0	1	0
Missouri	0	0	0
Nevada	0	1	0
New Mexico	0	1	0
New York	3	0	0
North Carolina	0	1	0
Ohio	0	2	0
Pennsylvania	0	1	0
South Carolina	0	0	0
Tennessee	0	1	0
Texas	2	3	1
Utah	1	0	0
Virginia	0	1	0
Wisconsin	0	1	0
Washington	0	1	0

Attached as Exhibit D is a list of all current franchisees and the address and telephone number of

each of their outlets. Exhibit D also reflects franchisees that have signed a Franchise Agreement, but have not yet opened their stores. Attached as Exhibit E is the name and last known business or home address of all of the franchisees who had a store terminated, canceled, not renewed, transferred, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recent fiscal year. There are no franchisees who have failed to communicate with Jet's within the last ten weeks. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Jet's. You may wish to speak with current and former franchisees but be aware that not all of those franchisees will be able to communicate with you.

To the best knowledge of Jet's, currently there is not a franchisee organization associated with the franchise system being offered.

Item 21: Financial Statements

Jet's audited financial statements for the fiscal years ended December 31, 2019, 2020, and 2021, are attached as Exhibit B.

Item 22: Contracts

Copies of the following agreements and documents are attached as Exhibits:

Agreement	Exhibit
Franchise Agreement, including the following schedules: 1. Fees, Deposits and Spending Requirements 2. Franchise's Location, Territory and Business Name 3. Marks 4. Standard Lease Rider 5. Schedule of Fines for Minor Defaults	A
Personal Guaranty	F
Related Party Confidentiality Agreement	G
Related Party Agreement Not to Compete	H
Business Purpose Affidavit	I
Ownership Certificate	J
Sample Forms of Transfer Agreements	K-1
Royalty Addendum for Transfer – Franchise Agreement	K-2
Renewal Addendum – Remodeling Requirements	L
General Release Upon Renewal	M
Area Development Agreement	Q

Item 23: Receipts

The last two pages of this Disclosure Document (Exhibit R) are identical pages acknowledging receipt of the entire document (including the Exhibits). Please sign and return to us one copy; please keep the other copy along with this Disclosure Document. Jet's America, Inc. (37501 Mound Road, Sterling Heights, Michigan 48310; (586) 268-5870) is the only entity authorized to

offer or sell Jet's Pizza franchises in the United States of America.

FDD EXHIBIT A
FRANCHISE AGREEMENT

JET'S PIZZA

FRANCHISE AGREEMENT

between

JET'S AMERICA, INC.

and

_____

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Schedule 2 – Location
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Schedule 4 – Standard Lease Rider
Schedule 5 – Schedule of Administrative Fees for Certain Defaults

JET'S PIZZA
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made by and between JET'S AMERICA, INC., a Michigan corporation ("Franchisor"), and the franchisee identified on the signature page hereto ("Franchisee"). The effective date of this Agreement shall be the date it is signed by an authorized officer or representative of Franchisor (the "Effective Date").

RECITALS:

A. As the result of the expenditure of significant time, skill, effort, and money, Franchisor has developed Jet's Pizza restaurants, which offer pizza, sandwiches, salad, and other food to the public, primarily for carry-out and delivery.

B. The operation of Jet's Pizza restaurants includes technical information and expertise relating to the preparation and production of food products; the use of special spices, sauces, and pizza dough, all of which constitute trade secrets and are identified by the public with Jet's Pizza products; special recipes and new menu items; distinctive and prescribed interior and exterior layout, design, décor, fixtures, and furnishings; standards and specifications for products and supplies; service standards; standards, specifications, and procedures for operations; training and assistance; and advertising and promotional programs (collectively, "Operational Plans"); all of which may be changed, improved, and further developed by Franchisor from time to time, subject only to its good faith business judgment.

C. Franchisee desires to develop, own and operate a Jet's Pizza restaurant in conformity with the Franchise System (as hereinafter defined) as established and promulgated from time to time by the Franchisor. In acquiring the Franchise, Franchisee acknowledges that:

- The essential value of a franchise is public recognition of the franchise and its products, which depends upon consistency and uniformity from one franchise to the next;

- Consistency and uniformity in the operations of other franchises inures to its benefit, and vice versa;

- To be successful, the image, design, business concept, marketing strategy, methods of operation, and other facets of the Franchise System of Jet's Pizza restaurants must continue to evolve and change over time, and Franchisee must defer to Franchisor's business judgment regarding all aspects of the Franchise System;

- Franchisor shall have the right to act in the best interests of other franchisees and the Franchise System as a whole, which may not always be in the best interest of Franchisee; and

- Despite the success Franchisor or any other franchisee may have experienced, there is no guarantee that Franchisee will be successful.

D. Franchisee acknowledges that it would take substantial capital and human resources to develop a restaurant concept that is similar to a Jet's Pizza restaurant, and recognizes the benefits to be derived from identification with Franchisor's Franchise System, and therefore desires to acquire a franchise to own and operate a Jet's Pizza restaurant, subject to the terms and conditions of this Agreement.

E. Franchisee understands and acknowledges the importance of Franchisor's high standards of quality, cleanliness, appearance, and service and of Franchisor's proprietary products and ingredients

(including without limitation spices, sauces, and dough), and the necessity of operating Franchisee's Business in conformity with Franchisor's standards and specifications.

F. This Agreement is entered into in connection with [Check One]:

[ ] The grant of a new Franchise;

[ ] The renewal of an existing Franchise; or

[ ] The transfer of a Franchise.

THEREFORE, the parties agree as follows:

1. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings for purposes of this Agreement.

1.1 "Acquired Inventory" means Franchisee's cost of purchase for all inventory and supplies used in the operation of the Restaurant, including but not limited to food ingredients, beverages, packaging, cups, boxes, napkins, plastic ware, and cleaning supplies. "Acquired Inventory" shall also include shipping costs, freight charges, taxes and other charges paid by Franchisee to obtain such inventory or supplies.

1.2 "Commencement Date" means the day the Restaurant first opens for business, whether under current or former ownership.

1.3 "Franchise" means all of the rights and privileges of the Franchisee to own and operate the Restaurant and learn and use the Franchise System under this Agreement.

1.4 "Franchise System" means the system licensed by Franchisor to Franchisee under this Agreement, which includes the Operational Plan, Technology System, Marks, unique image, design, business concept, marketing strategy, methods of operation, menu, ingredients and recipes related to the franchised business, as set forth in this Agreement, the Operations Manual or rules, procedures, policies or announcements issued by Franchisor from time to time.

1.5 "Initial Franchise Fee" is shown on the attached Schedule 1.

1.6 "Location" means the authorized location of the Restaurant, as approved by Franchisor under Section 2.2(a).

1.7 "Marks" or "Trademarks" shall mean all Franchisor's registered or unregistered trade names, trade dress, service marks and trademarks, whether currently existing, developed or acquired in the future, together with any other logos, symbols, emblems, signs and insignias that Franchisor has adopted and designated, or subsequently acquires, adopts, develops or designates, for use in connection with the Franchise System, including, but not limited to those trademarks and/or service marks shown in Schedule 3, some or all of which may be registered.

1.8 "Operations Manual" means any set or compilation of publications, documents, memoranda, announcements, instructions, notices or written communications in any form, including without limitation print or electronic media, issued by Franchisor from time to time which describes any standards, specifications, policies, procedures, and requirements concerning any aspect of the Franchise System, the Marks, the operation of the Restaurant including but not limited to such areas as design, construction, operations, accounting, marketing and requirements to use approved suppliers, and including

the Jet's Pizza Operations Manual. The Operations Manual may be updated, modified or revised by Franchisor at any time. The Operations Manual is incorporated into this Agreement by reference. The content of the Operations Manual is Proprietary Information of Franchisor and is subject to the restrictions in Section 11 of this Agreement.

1.9 "POS System" means an electronic point of sale system, whether physically located at the Restaurant or in a virtual location, which may consist of one or more computer systems, hardware, software, dedicated telephone, power and data lines, modems, high speed Internet access (or alternative communications line designated by, or permitted by us), cables, printers and other computer-related accessories and peripheral equipment and which may provide point of sale information, customer databases and retention services, and perform accounting, marketing, and inventory functions as specified by Franchisor in accordance with the Operations Manual.

1.10 "Related Party" means (i) an owner, stockholder, director, officer, member, manager, partner, restaurant manager or other key employee of Franchisee; or (ii) a corporation, limited liability company, or other entity that controls, is controlled by, or is under common control with Franchisee.

1.11 "Restaurant" means the Jet's Pizza restaurant which Franchisee is licensed to own and operate under this Agreement.

1.12 "Standard Lease Rider" is attached as Schedule 4.

1.13 "Technology System" shall include, but not be limited to, any POS System, gift card program, loyalty program, video or security system or other electronic system, device, product or service, including computers, equipment, hardware, software, cloud-based services, communication devices, tablets, internet service providers and connections, online ordering systems or services (which permits customers to place, track or pay for orders using the Internet or other electronic media) payment processing systems, high speed broadband connectivity, high speed broadband monitoring, methods and means of encryption and access to Franchisor's network resources, and other brand technology and peripheral devices Franchisor may specify from time to time.

2. Grant.

2.1 Franchise Grant. Franchisor hereby grants to Franchisee a non-exclusive license to use the Franchise System solely in connection with the establishment, ownership and operation of the Restaurant, subject to the terms and conditions of this Agreement.

2.2 Location of Restaurant.

(a) Location. The Restaurant shall be operated only at the Location, which must be approved by Franchisor in its sole discretion. The exact street address of the Location is specified in Schedule 2 attached hereto. In the event that the Location has not been determined as of the Effective Date, Franchisee shall submit in writing to Franchisor all relevant information pertaining to a proposed location for the Restaurant within thirty (30) calendar days of the date of this Agreement. Franchisor shall approve or disapprove of such proposed location, in Franchisor's sole discretion, within twenty-one (21) business days after Franchisee requests Franchisor's approval. If Franchisor does not approve the proposed location in writing within twenty-one (21) business days, Franchisor shall be deemed to have disapproved of the proposed location. Upon approval by Franchisor, the proposed location shall be deemed the Location of the Restaurant and shall be specified in an updated Schedule 2 which Franchisor will initial and send to Franchisee. Franchisee shall have the sole responsibility for selecting a proposed location, but may request Franchisor's assistance in such selection subject to the terms of Section 2.2(b) below. Any site selection

assistance or approvals furnished by Franchisor before or after executing this Agreement shall not be deemed to be a guarantee, assurance, or representation by Franchisor that the Restaurant will be profitable or successful at the Location.

(b) Location Selection Assistance. If requested by Franchisee, Franchisor may use its discretion to assist Franchisee in analyzing a prospective site location for the Restaurant, including reviewing the demographics of the surrounding area. FRANCHISOR IS NOT AN EXPERT IN SITE SELECTION OR DEMOGRAPHIC ANALYSIS. FRANCHISOR ENCOURAGES FRANCHISEE TO ENGAGE ITS OWN EXPERT(S), SUCH AS A LAWYER, TO ASSIST IN SITE SELECTION. FRANCHISOR'S ASSISTANCE IN SITE SELECTION IS NOT A GUARANTEE OF SUCCESS. Franchisee acknowledges and agrees that if Franchisor recommends or gives Franchisee information regarding the site selection that it is not a representation or warranty of any kind, express or implied, of the site's suitability for the Restaurant or any other purpose. Franchisee acknowledges that its acceptance of the site will be based on its independent investigation of the site's suitability. If requested to assist in site selection, Franchisee must pay or reimburse Franchisor for any out-of-pocket expenses incurred by Franchisor, including but not limited to travel, meals and lodging.

(c) Lease or Purchase of Location. Once the Location has been approved pursuant to Section 2.2(a), it is Franchisee's responsibility to secure the Location, either by lease or purchase. Franchisee's lease is subject to the approval of Franchisor, in its sole discretion. The lease must contain certain required terms and provisions, including but not limited to: (i) a provision reserving to Franchisor the right to receive an assignment of the lease upon termination or expiration of this Agreement, (ii) a provision requiring the lessor to give Franchisor all sales and other information Franchisor requests relating to the operation of the Restaurant, (iii) a provision requiring the lessor to send Franchisor a copy of any written notice of lease default sent to Franchisee and granting Franchisor the right (but not an obligation) to cure any lease default within fifteen (15) business days after expiration of Franchisee's cure period, (iv) a provision evidencing Franchisee's right to display Marks of the Restaurant and (v) a provision allowing Franchisor to enter the premises upon expiration or termination of this Agreement to remove signs and other items bearing the Marks. In conjunction with the lease, Franchisee and lessor must execute Franchisor's Standard Lease Rider in substantially the form of that attached as Schedule 4, or the lease must contain provisions substantially to the same effect as those contained in the Standard Lease Rider. Once the lease has been executed, Franchisee shall furnish Franchisor with an executed copy of the lease for its records. Franchisee shall fulfill its obligations under the lease, and any default by Franchisee under the lease shall also be a default under Section 14 of this Agreement. FRANCHISOR ENCOURAGES FRANCHISEE TO ENGAGE ITS OWN EXPERT(S), SUCH AS A LAWYER, TO ASSIST IN LEASE NEGOTIATIONS.

(d) Territory.

(i) Protection. During the term of this Agreement, unless explicitly stated otherwise in an addendum to this Agreement and except as otherwise provided in Section 2.2(d)(ii), Franchisor shall not establish or grant a franchise to others to establish a Jet's Pizza restaurant at any location within the geographical area enclosed within a circle which: (a) is drawn around the Location; (b) has the Location at its center; and (c) has a radius of one and one-half (1½) miles from the Location (the "Territory"); provided, however, that if the Location is within the boundaries of the City of New York, New York, or the City of Chicago, Illinois, the radius of the Territory shall be one-quarter (¼) mile from the Location.

(ii) Exclusions from Territorial Protection. Franchisee expressly acknowledges and agrees that, except as provided in Section 2.2(d)(i), the Franchise is non-exclusive. Franchisor and any Franchisor affiliate each retain the right, among others, in any manner and on any terms

and conditions Franchisor deems advisable, and without granting Franchisee any rights therein, to own, acquire, establish, and/or operate, and license others to establish and operate, Jet's Pizza restaurants (A) outside the Territory, and (B) inside the Territory on food trucks and other mobile units and in arenas, sports stadiums, sports complexes, shopping malls, food courts, department stores, retail and convenience stores, gas stations, hotels, casinos, amusement parks, arcades, theaters, bowling centers, festivals, fairs, schools, colleges, national parks, state and local parks, public beaches, convention centers, conference centers, factories, hospitals, penal institutions, airports, train stations, public transit stations, cruise ship ports, turnpikes, military bases, government buildings, school buildings and grounds, office complexes, high-rise apartment buildings, senior living facilities, Indian reservations, and other premises where the primary activity conducted at the premises is other than the retail sale of food prepared for immediate consumption ("Non-Traditional Restaurants").

(e) Relocation. Franchisee may not change the Location of the Restaurant without the prior written consent of Franchisor. Franchisor may change the Territory or Advertising Territory, in its reasonable discretion, for the new location of the Restaurant. Any relocation will be at Franchisee's sole expense.

2.3 No Customer Exclusivity. Franchisee expressly acknowledges that Franchisee has no exclusive rights with respect to customers located in the Territory or elsewhere. Subject to the Franchise System standards established by Franchisor from time to time, all Restaurants (regardless of ownership) may solicit and sell products to customers without regard to the customers' geographic location.

2.4 Modifications to Franchise System. Franchisee acknowledges that the Franchise System and the products and services offered by the Restaurant may be modified (such as, but not limited to, the addition, deletion, and modification of menu items, operating procedures, ingredients, recipes, products, technology, and services) from time to time by Franchisor; and Franchisee agrees to comply, at its expense, with all such modifications, including without limitation, all requirements needed to implement the modifications, such as replacement, upgrade, installation, or renovation of equipment, remodeling, redecoration, and modifications to existing improvements, including structural changes.

3. Term and Renewal.

3.1 Initial Term. Except as otherwise provided herein, the initial term of this Agreement shall begin on the Effective Date, and shall expire at 11:59 p.m. on the date of the tenth (10th) anniversary of the Commencement Date.

3.2 Renewal Term.

(a) Renewal – New Franchise Agreement. If this Agreement is entered into during the course of the renewal of the Franchise, then Franchisor, in its sole discretion, shall determine whether or not to grant any subsequent renewal terms. Franchisee must notify Franchisor in writing at least six (6) months prior to the expiration of the then-current renewal term that it desires to renew the Franchise. Any such renewal shall be subject to the terms and conditions associated with a renewal as described in Section 3.2(b) below.

(b) Initial Franchise Agreement. If this Agreement is entered into for a new Franchise, then upon the expiration of the initial term of the Franchise, Franchisee shall have the right to renew the Franchise for one (1) renewal term, subject to the following conditions:

(i) Notice. Franchisee must notify Franchisor in writing at least six (6) months prior to the expiration of the initial term that it desires to renew the Franchise.

(ii) Evaluation. Franchisor shall evaluate whether Franchisee qualifies for renewal under the terms and conditions of this Agreement and shall provide Franchisee with its consent or refusal at least thirty (30) days prior to the expiration of the initial term. Franchisor may elect to grant the renewal, refuse the renewal due to existing non-compliance with the Franchise System, deficiencies of the Restaurant or in Franchisee's operation of the Restaurant, or grant the renewal on the condition that Franchisee correct the existing deficiencies or perform remodeling.

(iii) Conditional Renewal. In the event Franchisor grants a conditional renewal, Franchisee shall also be subject to pay certain additional fees for late compliance of renewal requirements, as set forth in Schedule 5.

(iv) Relocation. If Franchisee wishes to relocate the Franchise to a new location upon renewal, Franchisee must give Franchisor at least twelve (12) months' prior written notice of a request to relocate, which shall include a new equipment layout, and shall deliver to Franchisor a new lease within nine (9) months of the renewal date. Franchisor, at its sole discretion, may approve or not approve such request to relocate. If applicable, Franchisor may supply Franchisee with a written notice describing the remodeling, expansion, improvements, and/or modifications required to bring the Restaurant into compliance with then applicable standards and specifications for new Jet's Pizza restaurants.

(v) No Breach. Franchisee must not be in default, either at the time of giving notice under Section 3.2(b)(i) or during the remainder of the initial term, of any provision of this Agreement, any amendment or addendum hereof or successor hereto, or any other agreement between Franchisee and Franchisor or its affiliates, and, in the sole judgment of Franchisor, Franchisee must have substantially and timely complied with all terms, conditions, and obligations of the agreements during the terms thereof (including payment obligations, minimum marketing and advertising requirements, and the Franchise System).

(vi) Release of Claims. Franchisee and all guarantors and owners of Franchisee shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims which any of them may have against Franchisor, its affiliates, and their respective shareholders, directors, employees and agents, including without limitation, claims arising under federal, state, and local laws and regulations.

(vii) Performance of Franchise. The Franchise must not be among the lowest ten percent (10%) of Jet's Pizza restaurants in terms of gross sales or Acquired Inventory.

(viii) Restaurant Renovation. Franchisee must renovate and modernize the Restaurant to conform to the standards and specifications for new Jet's Pizza restaurants in effect at the time of renewal, as set forth in the current version of the Operations Manual or as otherwise announced or adopted by Franchisor from time to time, including, without limitation, renovation, replacement, or installation of signs, furnishings, fixtures, equipment, décor, and the computer system.

(ix) Execution of New Franchise Agreement. Franchisee must execute a new franchise agreement and any related agreements and documents upon the standard forms in use by Franchisor at that time, which may contain different provisions from this Agreement. THE EXECUTION OF A NEW FRANCHISE AGREEMENT SHALL NOT ENTITLE FRANCHISEE TO ANY ADDITIONAL RENEWAL TERMS.

(x) Renewal Fee. Franchisee must pay the renewal fee as shown in Schedule 1.

(xi) Fixed Monthly Costs. There shall be no right to renew the Franchise if Franchisee's total fixed monthly costs for rent and third party financing exceeds $7,000.00.

(xii) Good Standing. Franchisee must be on good terms with Franchisor, including, but not limited to, having a good working relationship for day-to-day operations and not being in litigation or other adversarial legal proceedings with Franchisor.

Franchisor may waive any of these conditions. Notwithstanding anything to the contrary herein, Franchisee shall only be entitled to one (1) renewal term in accordance with the original Franchise Agreement executed by Franchisee and Franchisor, subject to the conditions set forth in this Section 3.2; any additional renewal terms shall be granted in Franchisor's sole discretion.

4. Fees.

4.1 Initial Franchise Fee.

(a) If this Agreement is entered into in connection with the grant of a new Franchise, Franchisee shall pay the Initial Franchise Fee in full at the time this Agreement is executed by Franchisee. The Initial Franchisee Fee shall be deemed fully earned and non-refundable when paid, in consideration of administrative and other expenses incurred by Franchisor in entering into this Agreement, and for Franchisor's lost or deferred opportunity to enter into an agreement with others.

(b) If this Agreement is entered into in connection with the renewal or transfer of a Franchise, no Initial Franchise Fee shall be due.

4.2 Royalty Fee. During the term of this Agreement, Franchisee shall pay to Franchisor a continuing royalty fee in the amount equal to ten percent (10%) of its Acquired Inventory or a minimum royalty fee of $1,000 per month, whichever is higher, without right of set-off or deduction by Franchisee.

_____ Franchisee Initial Acknowledging Understanding

4.3 Advertising Contributions. Franchisee shall make advertising contributions as provided in Section 7.

4.4 Payment Terms.

(a) Royalties and advertising contributions shall be paid monthly, by the 15th day of each month, with respect to Acquired Inventory for the preceding month.

(b) Franchisor shall periodically prescribe the manner of payment of royalties, advertising contributions, and any other payments under this Agreement. Unless Franchisor agrees otherwise in writing, auto-debit payments, through ACH (Automatic Clearing House), shall be required.

(c) Franchisor reserves the right to require payment of royalties and advertising contributions by pre-authorized electronic funds debit transfer. Upon demand by Franchisor, Franchisee shall make appropriate arrangements with its bank or financial institution to enable Franchisor to debit Franchisee's account. As of the due date of each payment, Franchisor shall be authorized to initiate debit entries based upon reporting by Franchisee or suppliers of Acquired Inventory. If required reports have not been submitted by the due date, Franchisor may debit Franchisee's account based upon a reasonable estimate of Franchisee's Acquired Inventory. Within five (5) days after debiting Franchisee's account, Franchisor shall provide Franchisee with a statement showing the amount debited and how the amount was

computed. Unless Franchisee objects in writing within thirty (30) days, the computation and the amount debited shall be deemed accepted by Franchisee and shall be final, except as necessary to correct any under-reporting of Acquired Inventory by Franchisee or suppliers. If Franchisee objects on a timely basis, the parties shall use good faith efforts to promptly investigate, discuss, negotiate and resolve the dispute. Following resolution of the dispute, the amount debited to Franchisee's account for the ensuing month(s) shall be adjusted to reflect the resolution of the dispute.

(d) Franchisor shall have, in addition to all other rights or remedies it may have against Franchisee, the right to set-off against or to recoup from any payment or obligation owed to Franchisee, in whole or in part, any amounts due to Franchisor.

4.5 Late Payments.

(a) Any payment required under this Agreement that is not paid when due shall accrue interest at the rate of one and one-half (1.5%) percent per month, or the highest rate permitted by law, whichever is lower. In addition, the Franchisor will have a right to assess a late fee equal to ten percent (10%) of the original amount due but not paid on time. The late fee is not interest or penalty but compensates Franchisor for increased administrative and management costs due to the late payment. Franchisor may debit Franchisee's bank account automatically for late fees and payments. If Franchisee is an individual, Franchisee must sign a business purpose affidavit at the time this Agreement is signed.

(b) If Franchisee makes more than two (2) late payments to Franchisor in any six (6) month period, Franchisor may, in addition to any other rights or remedies it may have, require Franchisee to deposit with Franchisor an amount equal to six (6) times the last overdue payment. Franchisor may commingle the deposit with its other funds. Franchisor may draw upon this deposit to pay any amount that Franchisee fails to pay in a timely fashion. If Franchisor draws on the deposit, Franchisee shall promptly replenish it. If Franchisee makes all payments in a timely fashion for six (6) months, the deposit will be returned to Franchisee without interest.

4.6 Reimbursement of Monies Paid on Behalf of Franchisee. Franchisee shall pay to Franchisor, within fifteen (15) days of any written request by Franchisor which is accompanied by substantiating material, any monies which Franchisor has paid, or has become obligated to pay, on behalf of Franchisee, by consent or otherwise under this Agreement.

4.7 No Set-Off; Application of Payments; Refundability. Franchisee's obligations for the full and timely payment of the fees described in this Agreement are absolute and unconditional. Franchisee must not delay or withhold the payment of all or part of those fees based on the alleged non-performance by Franchisor or for any other reason or put the fees in escrow or setoff against any claims Franchisee may allege against Franchisor. Franchisor may apply any payments received from Franchisee for royalty, advertising contributions, purchases from Franchisor, interest, late charges or any other obligation of Franchisee to Franchisor to the obligation and in the manner chosen by Franchisor, regardless of any other designation by Franchisee. Except as otherwise provided in this Agreement, payment of all fees, contributions and other amounts will be deemed fully earned and nonrefundable on payment.

4.8 Temporary Closures. In the event Franchisee temporarily closes the Restaurant, whether for redecoration, renovation, repair, or any other reason, Franchisee's obligations for the full and timely payment of (i) its contributions to the General Advertising Fund and regional advertising funds, if any, and (ii) the minimum royalty will continue throughout the entire closure period.

4.9 Additional Information. Additional information regarding the fees, contributions and other amounts that Franchisee may be obligated to pay in order to operate the Restaurant are set forth in Schedule 1.

5. Preparation for Opening Restaurant; Opening. The provisions of this Section 5 apply only if this Agreement is entered into in connection with the grant of a new Franchise.

5.1 Franchisee's Costs. Franchisee shall be responsible for all costs and expenses to prepare the Restaurant to open for business, including but not limited to all financing required to develop and operate the Restaurant, architect fees, leasehold improvements, fixtures, equipment, furniture and furnishings, and any necessary licenses and permits.

5.2 Furniture, Fixtures, Equipment, Inventory and Supplies.

(a) All leasehold improvements, furniture, furnishings, fixtures, equipment (including the Technology System (as defined in Section 6.5(j)(i) below)), inventory, supplies, and the design of the Restaurant must conform with policies, procedures, standards and specifications issued by Franchisor and/or must be purchased from suppliers approved by Franchisor.

(b) Not later than ten (10) days after the execution of Schedule 2 specifying the Location, Territory and Advertising Territory, Franchisor shall provide Franchisee with its applicable policies, procedures, standards and/or specifications, and a list of approved suppliers for these items.

5.3 Restaurant Design and Build-Out. Not later than ten (10) days after the Location for the Restaurant has been secured by lease or purchase pursuant to Section 2.2(c), Franchisor will provide Franchisee with design specifications and sample layouts that must be incorporated into the design of the Restaurant. Franchisee shall hire an architect to prepare plans or blueprints for the construction of the Restaurant in conformance with Franchisor's specifications. Once the blueprints have been prepared, Franchisee must submit them to Franchisor for its written approval before construction may begin. Franchisor shall not unreasonably withhold its approval. Once Franchisor has approved the blueprints, Franchisee may proceed with construction of the Restaurant. When construction is complete, the Restaurant must be inspected and approved in writing by Franchisor for conformity with the plans and specifications previously approved. Franchisee may not open the Restaurant for business until it has been approved in writing by Franchisor, in its sole discretion.

5.4 Training.

(a) BEFORE OPENING THE RESTAURANT FOR BUSINESS, TWO (2) OR MORE PERSONS (i.e., Franchisee, if Franchisee is a natural person, or employees or managers) MUST SATISFACTORILY COMPLETE FRANCHISOR'S INITIAL TRAINING PROGRAM.

(b) Franchisor shall have the discretion to decide the location, format and content of its initial training program, which may change from time to time. Currently, the initial training program begins with training in a classroom setting, followed by full-time, hands-on, on-the-job training at one or more Jet's Pizza restaurants operated by Franchisor, its affiliate, or another franchisee. Training is conducted six (6) days per week for six (6) consecutive weeks. The training encompasses all aspects of the operation of the Restaurant. Training materials include the Jet's Pizza Training Manual, excerpts from the Operations Manual and food preparation cards. Instructors are employees of Franchisor or its affiliates with a minimum of two (2) years' experience. A representative of Franchisor is primarily in charge of overseeing the training program. Neither Franchisee nor its employees or managers shall be entitled to compensation for work performed during the training session. Franchisee shall be responsible for all

expenses of attending any training session, including travel, meals, lodging, and any wages. An online platform for training is currently being developed, but it is not yet operational.

(c) Franchisor's current fee for the initial training program is shown on Schedule 1, but is subject to change at Franchisor's discretion. The cost for two (2) people to participate in the initial training program is included in the Initial Franchisee Fee, which does not include the cost of training apparel. If Franchisee elects to have more than two (2) people trained, Franchisee must pay Franchisor's current standard fee for the initial training program.

(d) Franchisee and other employees designated by Franchisor also shall attend such additional training programs as Franchisor may require or direct from time to time and at any time, as set forth in Section 6.4. Franchisee shall be responsible for any and all other expenses incurred by its trainees in connection with additional training programs, including without limitation the costs of transportation, lodging, meals, and any wages. Franchisee acknowledges and agrees that no compensation or other benefits will be paid to Franchisee, its principals, owners, managers or employees for any services performed by Franchisee or its principals, owners, managers or employees during training at any Jet's Pizza restaurant operated by Franchisor or any other person.

5.5 Franchisor's Right to Cancel.

(a) If Franchisee does not select a location, have it approved by Franchisor, and secure it by lease or purchase within ninety (90) days, or any time thereafter, after this Agreement is signed by Franchisor, or if the Restaurant is not ready to open for business within nine (9) months, or any time thereafter, after this Agreement is signed by Franchisor, FRANCHISOR MAY TERMINATE THE FRANCHISE IMMEDIATELY upon written notice to Franchisee.

(b) If Franchisee does not have at least two (2) persons who have satisfactorily completed the initial training program by the time the Restaurant is ready to open for business, FRANCHISEE SHALL BE DEEMED TO BE IN DEFAULT UNDER THIS AGREEMENT, in which case:

(i) FRANCHISOR MAY TERMINATE THE FRANCHISE IMMEDIATELY upon written notice to Franchisee, in which case:

(A) Franchisee shall be entitled to no notice of default or opportunity to cure prior to termination of the Franchise;

(B) Franchisee shall not be liable for damages due to its failure to complete the initial training program; and

(C) The provisions of Section 15.2, 15.6, and 15.7 shall apply in connection with the termination of the Franchise; or

(ii) Alternatively, Franchisor may elect not to terminate the Franchise, but may exercise any other rights or remedies available to it by reason of Franchisee's default.

5.6 Operations Manual. In order to protect the reputation and goodwill of Franchisor, to maintain the standards of the Operational Plan, and to promote the goodwill of all Jet's Pizza restaurants and the Franchise System, Franchisor has prepared a confidential Operations Manual. Prior to opening for business, Franchisee shall be given a copy of the Operations Manual, which may be provided electronically. Franchisor may revise, replace, add, supplement, amend or otherwise modify the Operations Manual from

time to time and at any time, in its sole discretion. Franchisor may also revise, replace, add, supplement, amend or otherwise modify any standard, specification, policy or procedure in the Operations Manual unilaterally and under any condition, to any extent that Franchisor deems necessary, advisable or desirable in its sole discretion to meet the competition, protect or enhance the Marks, the Technology System or the Franchise System, or to alter or amend the Menu Items, products or services of the Franchise System or the means of advertising, marketing, selling or deploying information technology functions. Franchisee shall keep a copy of the current version of the Operations Manual at the Restaurant. In case there is a dispute over its content, Franchisor's master copy of the Operations Manual controls. Franchisee agrees to keep the content of the Operations Manual confidential and not disclose it to any person other than the Restaurant's employees who need to know its content.

5.7 Opening Assistance. Franchisor shall provide an employee or representative to be present at the Location for approximately eight (8) hours per day for three (3) days at a time to be scheduled by the mutual agreement of Franchisor and Franchisee, but not later than the grand opening of the Restaurant under Section 5.8. The employee or representative of Franchisor shall assist Franchisee with the opening or grand opening of the Restaurant, including but not limited to advising Franchisee about advertising and promotion. There is no additional fee or charge for the opening assistance provided for under this Section 5.7.

5.8 Grand Opening. Franchisee shall hold a "grand opening" for the Restaurant pursuant to this Section 5.8. With reasonable input from and coordination with Franchisee, Franchisor shall plan a grand opening for the Restaurant. The format and content of the grand opening shall be determined by Franchisor. The grand opening shall be held during the first two (2) months after the Commencement Date, to be scheduled by the mutual agreement of Franchisor and Franchisee.

6. Restaurant Operations.

6.1 Best Efforts.

(a) Franchisee covenants that during the term hereof, except as otherwise approved in writing by Franchisor, Franchisee (or if Franchisee is a corporation or other entity, a principal of Franchisee) or an individual designated by Franchisee and approved by Franchisor shall devote his or her full time and best efforts to on-site management and operation of the Restaurant. Franchisor will approve the individual designated by Franchisee if Franchisor determines, after review of all requested background information, that the designated individual is qualified to assume the responsibility to operate and manage the Restaurant. At Franchisor's option, Franchisor may require that the individual acquire an equity interest in the Franchise.

(b) Franchisee shall comply with all federal, state and local laws in connection with its operations of the Restaurant and its occupancy and use of the Location.

(c) Franchisee shall file all returns and pay all federal, state and local taxes related to its ownership or operation of the Restaurant or occupancy of the Location.

(d) Franchisee shall pay its suppliers on a timely basis. Any default by Franchisee in paying its suppliers shall be a default under Section 14 of this Agreement.

6.2 Name and Telephone Numbers.

(a) Business Name. If Franchisee is an entity, it CANNOT use the words, "Jet", "Jet's", "Jett" or "Jet's Pizza", nor any of the Marks as part of its name or email address, whether or not the

work or Mark is capitalized, and whether it is used as a separate word or combined with other letters as part of a word. Franchisee acknowledges that Franchisor has the right to sublicense the Marks and that any goodwill relating to Franchisee's use of the Marks will inure to the benefit of the Franchisor and Franchisor's affiliates. Franchisee may not change its name or conduct business under any other name, without the prior written consent of Franchisor. Franchisee shall not operate any business in connection with the Marks other than the Restaurant. Upon the termination of this Agreement or the Franchise, Franchisee shall immediately file a certificate to cancel any assumed names or other equivalent registrations.

(b) Telephone Numbers. The telephone number or numbers of the Restaurant shall be listed in any and all telephone directories under the name, "Jet's Pizza". Franchisee shall be responsible for any security deposit that may be required, as well as all telephone charges. As discussed in Section 15.2, upon the termination or expiration of the Franchise, Franchisor has the right to the telephone number or numbers, or to have the telephone number or numbers assigned to another franchisee of Franchisor.

6.3 Franchisee Employee Policy. Franchisee acknowledges and agrees that, except as otherwise provided in this Agreement, Franchisor does not have authority to exercise control over the means or manners in which Franchisee operates the Restaurant. All Restaurant operations will be determined by Franchisee in its own judgment, subject only to legal requirements, the terms of this Agreement, and the standards, procedures and policies Franchisor prescribes for the preservation of the goodwill associated with the Marks. Franchisee shall maintain a competent and conscientious staff who have been trained in product preparation and general business operations in accordance with the procedures set forth in the Operations Manual, and who meet required governmental health and employment standards. Franchisee shall take such steps as are necessary to ensure that its employees do not violate Franchisor's policies relating to the use of any electronic medium (as described in Section 6.6 below), including, but not limited to, prohibiting employees from posting any information relating to Franchisor, the Franchise System, or the Marks without Franchisor's prior written approval. Franchisee shall be solely responsible for all employment decisions of the Restaurant, including, without limitation, those related to recruiting, hiring, firing, remuneration, personnel policies, benefits, record keeping, supervision, safety, security, and discipline, and regardless of whether Franchisee received advice or recommendations from Franchisor on such subjects. Any information Franchisor, or its affiliates, provides about employment matters, whether voluntarily or in response to Franchisee's request, and whether directly or by means of any technology tools, is a recommendation only and not intended to exercise control over Franchisee's employees, their wages, hours or working conditions, or the means and manner by which they carry out their duties. At any location where Franchisee communicates information to its employees as a group, Franchisee shall display a prominent notice, in a form approved by Franchisor, informing employees that Franchisee, not Franchisor, is their employer.

6.4 Ongoing Training and Support.

(a) Supervision by Qualified Manager. At all times, the operations of the Restaurant must be supervised on a day-to-day basis by a person who has satisfactorily completed Franchisor's initial training program or who possesses the skills necessary to properly fulfill and discharge the demands and responsibilities required by the Franchise System or this Agreement.

(b) Replacement of Manager. If a trained manager's employment with Franchisee terminates for any reason, Franchisee must, as soon as possible, employ a replacement manager who either (i) satisfactorily completed Franchisor's initial training program, or (ii) possesses the skills necessary to properly fulfill and discharge the demands and responsibilities required by the Franchise System or this Agreement. If Franchisee requests Franchisor to train a replacement manager, Franchisee must pay Franchisor's then current standard fee for the initial training program.

(c) Continuing Support. Once the Restaurant is open for business, Franchisor might require Franchisee to attend and complete any training courses that Franchisor may periodically choose to provide during the term of this Agreement. Franchisee agrees that any specific ongoing training, consultation or advice provided by Franchisor does not create an obligation to continue to provide such specific training or advice. Franchisor may, in its sole discretion, provide to be available for ongoing support and consultation concerning the operations of the Restaurant, either at the request of Franchisee or at the initiation of Franchisor. This support and consultation may be provided through a variety of means, including visits to the Restaurant by representatives of Franchisor, other personal meetings, or via telephone, mail, computer or other electronic means. Franchisor shall have no obligation, however, to visit the Restaurant or meet or consult with Franchisee according to any schedule or any specified number of times, rate, or frequency, or in equal number or amount as Franchisor meets or consults with other franchisees.

(d) Meetings, Seminars, Webinars and Training Programs. Franchisor may periodically hold or sponsor meetings of franchisees, seminars, webinars, or training programs. Franchisor may require Franchisee's attendance at any meeting, seminar or program. Franchisor shall provide reasonable prior notice of any mandatory meetings, seminars, or programs. Franchisor reserves the right to charge a fee for any meeting, seminar or program, and Franchisee shall be responsible for its own costs of attendance at meetings, seminars, or programs, including but not limited to travel, meals, and lodging.

(e) Additional Support and Training. If Franchisee desires additional support or training at any time after the initial training program, beyond what is required under this Agreement, Franchisor may provide such support or training, subject to the availability of qualified personnel, for an hourly fee plus reimbursement of out-of-pocket expenses. Franchisor's hourly fees may be announced from time to time, and shall be subject to change from time to time by Franchisor subject solely to its discretion.

(f) Injuries. Franchisee assumes all responsibility for any injuries sustained by Franchisee, its principals, owners, managers or employees while attending training.

6.5 Compliance with Franchise System.

(a) Obligation to Conform with Standards, Specifications and Policies. Franchisee agrees that its Restaurant shall at all times conform, in design, appearance, operation and otherwise, to the standards, specifications and policies of the Franchise System, as contained in the Operations Manual or otherwise announced or adopted by Franchisor from time to time. Franchisor may adopt or announce new standards, specifications or policies, or update or revise its existing standards, specifications or policies, at any time. When announcing new or revised standards, specifications or policies, Franchisor shall also announce the deadline for compliance, which must be reasonable.

(b) Approved Suppliers.

(i) Franchisor requires Franchisee to purchase some or all of its Technology System, leasehold improvements, furniture, furnishings, fixtures, equipment, food ingredients, paper products, signs, displays, video and security systems and other supplies used in the operation of the Restaurant from suppliers approved by Franchisor and/or according to specifications prescribed by Franchisor. Franchisor's supplier standards, criteria and specifications for goods and services may be changed from time to time by Franchisor in its sole discretion. The approved suppliers and/or Franchisor's specifications shall be set forth in the Operations Manual, or otherwise announced from time to time, or provided upon request. Although they are not at present, Franchisor or its affiliates may become approved suppliers for some or all items.

(ii) Franchisee may ask Franchisor to approve a new supplier of certain goods or services. Franchisee and the proposed new supplier must execute an Application for Approval of Supplier, which lists general standards for suppliers. Furthermore, the proposed new supplier will have to execute a confidentiality agreement and provide Franchisor with appropriate information and samples for testing. Franchisor may prescribe a procedure for the evaluation of the proposed new supplier and its products, which may include the submission of samples for testing, the submission of information concerning the supplier and its products, the payment by Franchisee or the supplier of a testing fee and any other costs or expenses incurred by Franchisor, and the supplier's agreement to reasonable terms and conditions. The current evaluation fee is shown in Schedule 1, but is subject to revision by Franchisor from time to time. Franchisor will, within a reasonable period of time, evaluate the proposed new supplier and its products or services, and decide whether to approve the proposed supplier; and, if so, as to which products or services. The approval of a supplier may be conditioned upon its execution of an agreement to pay rebates and an appropriate supply agreement with reasonable terms and conditions required by Franchisor. Franchisor may grant or deny its approval in its sole discretion. A new supplier's approved status may be revoked for any breach or failure to fulfill Franchisor's supplier standards or criteria or Franchisor's specifications for particular goods or services.

(c) Design and Appearance of Restaurant.

(i) Compliance with Lease. Franchisee shall at all times keep the Restaurant maintained and repaired in accordance with its lease, and in accordance with any standards, specifications or policies issued from time to time by Franchisor, and shall otherwise fulfill its obligations under its lease. Franchisee shall refrain from any activity which may jeopardize Franchisee's right to remain in possession of or to renew the lease for the Restaurant premises.

(ii) Remodeling. Franchisee shall purchase new equipment, new computer system and/or remodel its Restaurant as necessary to comply with the Franchise System, as modified from time to time. In no event shall Franchisee be entitled to more than one (1) year to comply with any changes.

(d) Signs. All signs, displays, decorations, packaging, bags, and similar items used in the operation of the Restaurant shall be purchased by Franchisee from approved suppliers and/or shall conform to specifications prescribed periodically by Franchisor. In no event will Franchisee be entitled to more than 90 days to comply with any changes.

(e) Approved Menu. Franchisee must offer all menu items designated as mandatory by Franchisor, and may not offer or sell any menu items that have not been approved by Franchisor. For clarification, Franchisee shall not offer, sell, or advertise any alcoholic beverages at the Location without the prior written consent of Franchisor, which consent shall be at Franchisor's sole discretion. The Operations Manual will list all approved menu items as well as their ingredients and recipes for preparation. Franchisor may disapprove items previously approved, and Franchisee shall stop offering them, provided that Franchisee shall have a reasonable amount of time to deplete any reasonable volume of existing inventory. Franchisor reserves the right to authorize or test market certain menu items only in certain markets; and Franchisor may designate certain menu items as mandatory only in certain geographical regions.

(f) Alcoholic Beverages, Vending Machines, Games, and Sundry Items. Franchisor does not currently permit the offer, sale, or advertisement of any alcoholic beverages in Jet's Pizza restaurants. Franchisee shall not offer, sell or advertise any alcoholic beverages, or permit the sale of alcoholic beverages at the Restaurant, without the prior written consent of Franchisor, which consent shall be at Franchisor's sole discretion. In no case shall the offer, sale, or advertisement of any alcoholic beverages in Jet's Pizza restaurant be considered part of the Franchise System. Franchisee shall not install

or allow at the Restaurant any vending machines, video games, pinball machines, other coin-operated amusement devices, or the sale of cookies, candy, gum, or other sundry items without Franchisor's prior written consent. Franchisor shall have exclusive discretion regarding such equipment, games and sundry items.

(g) Pick Up, Delivery Services.

(i) Except for "Special Events" as discussed in Section 8.6(a), Franchisee may accept any pick up orders from inside or outside the Territory.

(ii) Franchisee may accept delivery orders from inside the Territory, but Franchisee's ability to accept delivery orders from outside the Territory is subject to reasonable restrictions imposed by Franchisor from time to time, such as to minimize interference with the territories of other franchisees, or to ensure the quality of the pizza or other food being delivered.

(iii) Subject to limitations set forth in subsection 6.5(g)(ii) above, the provision of delivery services by Franchisee is mandatory. Delivery service shall be provided throughout Franchisee's hours of operation unless a lesser schedule of delivery hours is specified by Franchisor. Franchisee shall offer delivery services to all customers located within the Franchisee's delivery area; provided, however, that delivery services may be limited in areas that might present a danger to employees, but only under limited circumstances, and only in accordance with the provisions of the Limited Delivery Service Policy as set forth in the Operations Manual. All deliveries must be made in strict compliance with all laws, regulations, rules of the road and due care and caution in the operation of delivery vehicles.

(h) Pricing. To the extent permitted by applicable law, Franchisor has the right to establish maximum and/or minimum prices that Franchisee must follow for products and services. Franchisor may also provide suggested prices that Franchisee is not required to follow. In the case of suggested prices, Franchisee is responsible for any additional costs incurred by Franchisee or Franchisor to produce marketing and promotional materials for Franchisee containing prices deviating from those suggested by Franchisor.

(i) Access to Premises. Franchisor shall be entitled to access to the Restaurant premises at any time during the Restaurant's operating hours without notice, to observe the operations of the Restaurant, inspect or test any of the equipment or products at the Restaurant and to determine Franchisee's compliance with this Agreement or the Operations Manual. If any inspection indicates deficiency or non-compliance with the Agreement or the Operations Manual, Franchisee shall correct or repair such deficiency or non-compliance within seventy-two (72) hours after Franchisee receives a written report of deficiency from Franchisor, unless otherwise indicated in such report.

(j) Technology System; Online Ordering.

(i) Franchisee shall obtain and maintain the required Technology System, as contained in the Operations Manual or otherwise announced or adopted by Franchisor from time to time. The required Technology System (or any part thereof) may be revised, from time to time, by Franchisor in its sole discretion. Franchisor requires that such Technology System (or any parts thereof) be purchased, leased, licensed, programmed, installed, or reprogrammed or re-installed from or by approved suppliers.

(ii) Franchisee is required to offer an on-line ordering option for all items in the approved menu in accordance with the system approved or mandated by Franchisor, which may include, but is not limited to, digital sales on websites, mobile apps, digital coupons, gift card program, loyalty programs, remote kiosks, text-to-order, and any other means of digital sales. Prior to the Commencement

Date, Franchisee shall set up an on-line ordering and credit card payments system in accordance with the requirements set forth by Franchisor and the Payment Card Industry Data Security Standards (PCI DSS). Franchisee shall comply with all the updates and required maintenance prescribed by the Payment Card Industry Data Security Standards Council, including purchase of necessary hardware and software. Franchisee shall report any known vulnerability or breach of the PCI DSS to Franchisor and provide proof of compliance upon request by Franchisor.

(iii) Franchisee acknowledges that Franchisor may have direct access to Franchisee's business data online through the POS System. Franchisee will give Franchisor free and unfettered access and the right to retrieve any data or information directly from any component of the Technology System as Franchisor may deem necessary, desirable or appropriate. Franchisor may retrieve such data or information electronically or manually. Notwithstanding the foregoing, Franchisee will not be asked to provide Franchisor with any data or information related to employment practices as part of Franchisor's ordinary business practices. All data provided by Franchisee, uploaded to Franchisor's system from Franchisee's system, and/or downloaded to Franchisee's system from Franchisor's system, is and will be owned exclusively by Franchisor, and Franchisor will have the right to use such data in any manner that Franchisor deems appropriate without compensation to Franchisee. In addition, all other data created or collected by Franchisee in connection with the Franchise System, or in connection with Franchisee's operation of the Restaurant (including but not limited to consumer and transaction data), is and will be owned exclusively by Franchisor during the term of, and following termination or expiration of, this Agreement. Copies and/or originals of such data must be provided to Franchisor upon Franchisor's request. Franchisor hereby grants a non-exclusive license back to Franchisee to use such data, at no additional cost, solely for the term of this Agreement and solely in connection with the establishment and operation of the Restaurant pursuant to this Agreement. Franchisor may require Franchisee to replace the POS System or other Technology System every 3 years to update or replace software or cloud -based services used by the POS System or other Technology System as directed by Franchisor, which may be on a more frequent basis.

(iv) Franchisor may require Franchisee to enter into certain licenses or other agreements with Franchisor or third parties designated by Franchisor to use proprietary or licensed software developed by or for Franchisor or for franchisees, in connection with the Technology System. Franchisee further acknowledges and agrees that Franchisor has the right to charge reasonable fees for software or systems modifications and enhancements specifically made for Franchisor that are licensed to Franchisee and other maintenance and support services that Franchisor or Franchisor's affiliates furnish to Franchisee related to the Technology System.

(v) Franchisee acknowledges that technology is dynamic and changes are not predictable within the term of this Agreement. Franchisee has the right to periodically establish, in writing, new standards, specifications, and components of any Technology System to address new technologies and to implement those changes into the Technology System. Franchisee shall abide by any new standards established by us and you shall pay all fees associated with such new standards. Such new standards, specifications, and components of any Technology System may require Franchisee to purchase, lease, or license new or modified computer items or to obtain service and support for the Technology System. Franchisee acknowledges that Franchisor cannot estimate the future costs of any Technology System items or required service or support, but that Franchisee shall incur the costs of obtaining such Technology System items (and additions and modifications) and required service or support, and to ensure it is functioning properly in the Restaurant, within 90 days after notice thereof. Franchisor may also, from time-to-time, specify in the Operations Manual (or otherwise in writing) the information that Franchisee must collect and maintain in the Technology System installed at the Restaurant. Franchisee shall abide by all applicable privacy and data protection laws pertaining to the collection, use, processing, integrity, security, and transfer of consumer, employee, transactional, or other personally identifiable information. Franchisee shall ensure that any personally identifiable information is collected only with express or implied consent of the data

subject and that all data to be shared with or transferred to Franchisor has been collected in compliance with a privacy policy that allows such sharing or transfer. Franchisee shall not publish, disseminate, implement, revise, or rescind a data privacy policy without Franchisor's prior written consent.

(vi) Should the Franchisee become aware of any flaw, fault or error in the programming, operation, or functionality of any Technology System, Franchisee shall promptly notify Franchisor of such flaw, fault, or error.

6.6 Websites; Domain Names; Electronic Marketing.

(a) Websites. Franchisor shall have the right to require that Franchisee have one or more references or webpage(s), as designated and approved in advance by Franchisor, within Franchisor's primary consumer website(s), including, but not limited to, www.jetspizza.com. Except as approved in advance in writing by Franchisor, Franchisee shall not establish or maintain a separate website, social media, or internet site (e.g., Facebook page, Twitter account) in connection with the Restaurant.

(b) Ownership of Domain Names. Franchisee acknowledges and agrees that Franchisor owns all internet domain names, URLs, user names, and internet page names that include any of the Marks. Franchisee further acknowledges and agrees that if Franchisor grants its approval for Franchisee's use of a generic, national, and/or regionalized domain name, Franchisor shall have the right to own and control said domain name at all times and may license it to Franchisee for the term of this Agreement on such terms and conditions as Franchisor may require (including, but not limited to, the requirement that Franchisee reimburse Franchisor's costs for doing so). If Franchisee already owns any domain names, or hereafter registers any domain names, then Franchisee agrees that if shall notify Franchisor in writing and assign said domain names to Franchisor and/or a designee that Franchisor specifies in writing.

(c) Electronic Marketing and Electronic Communications. Unless agreed to in writing by Franchisor, Franchisee shall not use, register, maintain, or sponsor any social networking channel, blog, messaging system, email account, user name, text address, mobile application, or other electronic, mobile, or internet presence that uses or displays any of the Marks (or any derivatives thereof) or that promotes any products or services of the Restaurant. Franchisee acknowledges that the use of any electronic medium constitutes advertising and promotion subject to Franchisor's approval under Section 7.5. Franchisee agrees not to transmit or cause any other party to transmit advertisements or solicitations by telephone, e-mail, text message, instant message, social networking website, VoIP, streaming media, or other electronic media without first obtaining Franchisor's written consent as to: (a) the content of such advertisements or solicitations, and (b) the type of media intended to be used. Franchisee acknowledges that Franchisor is the sole owner of all customer contact information, including, but not limited to: email addresses, mailing addresses, telephone numbers, instant messaging usernames, and so on. All telephonic answering messages, email auto-signatures, and other identifiers of the Restaurant must be in the form prescribed by Franchisor. If Franchisor approves the use of an electronic medium (which Franchisor is not obligated to approve, and which approval, if granted, may later be revoked by Franchisor for any reason), such approval will be conditioned upon Franchisee's compliance with any standards and procedures issued by Franchisor with respect to that type of electronic medium, as well as compliance with the following requirements:

(i) Franchisee shall not substantially modify its use of the approved electronic medium without first obtaining Franchisor's written approval of the proposed modifications;

(ii) Franchisee's use of the approved electronic medium shall contain such disclaimers, warnings, and other statements as Franchisor may periodically prescribe in the Operations Manual or otherwise in writing, including, but not limited to, a clear and obvious statement that the use of

the electronic medium is for a local restaurant operated by Franchisee and is not operated, sponsored, or endorsed by Franchisor;

(iii) If required by Franchisor, Franchisee shall establish such hyperlinks to Franchisor's website(s) and other websites as Franchisor may request in writing; and

(iv) Franchisee shall not use any electronic medium to post any information relating to Franchisor, the Franchise System or the Marks without Franchisor's prior written approval; and Franchisee shall not make any posting or other contribution that (a) is derogatory, disparaging, or critical of Franchisor, (b) is offensive, inflammatory, or indecent, or (c) harms the goodwill and public image of the Franchise System and/or the Marks.

6.7 Changes to Technology.

(a) Franchisee acknowledges that changes to technology are dynamic and not predictable or definable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, Franchisor has the right to periodically establish, in writing, reasonable new standards, specifications, and components of the Technology System to address new technologies and to implement those changes into the Franchise System. Franchisee shall abide by any new reasonable standards established by Franchisor and Franchisee shall pay all fees associated with such new reasonable standards, specifications and components. Such new standards, specifications, and components of the Technology System due to technological developments or events, may require Franchisee to purchase, lease, or license new or modified components of the Technology System or to obtain service and support for components of Technology System. Franchisor cannot estimate the future costs of any Technology System or required service or support; Franchisee must incur the costs of obtaining such Technology System (and additions and modifications) and required service or support. Unless otherwise specified, within ninety (90) days after Franchisor delivers written notice to Franchisee, Franchisee must obtain the Technology System components Franchisor has designated and ensure that the Technology System, as modified, is functioning properly. Franchisee agrees to abide by and fully adopt and implement those reasonable new standards, specifications, and/or components established by us as if this Section 6.7 were periodically revised by it for that purpose.

(b) Franchisor may require Franchisee to replace the POS System as frequently as every three (3) years. Franchisor may require Franchisee to update or replace software or cloud based services used by the POS System or other Technology System component as directed by Franchisor, which may be on a more frequent basis than every three (3) years. These replacements or updates must be completed by Franchisee, at its sole cost and expense, within the time frame designated by Franchisor in writing. If Franchisee fails to meet this deadline, Franchisor may, at its option, engage the approved suppliers, contractors or vendors to make the required replacement or upgrade and charge Franchisee the Franchisor's costs for such replacement or upgrade plus a reasonable fee for coordinating and overseeing the replacement. Franchisee shall fully cooperate to ensure that such programming changes or updates are accomplished and are not altered.

7. Advertising. Recognizing the value of advertising and promotion, and the importance of the standardization of advertising and promotional programs to the furtherance of the goodwill and public image of the Franchise System, the parties agree as follows:

7.1 Advertising Territory. Effective upon the Effective Date if the Location is specified at that time in connection with the renewal or transfer of a Franchise, or once the Location has been selected, approved and secured if this Agreement is entered into in connection with the grant of a new Franchise, the Franchisee's advertising territory shall comprise the same area as the Territory (the "Advertising

Territory"), unless the parties expressly agree otherwise in writing on Schedule 2. Franchisee shall have limited rights to advertise a Jet's Pizza restaurant in the Advertising Territory identified by the Marks and using the Franchise System. Other than through a general or regional advertising fund or otherwise in cooperation with or with the consent of Franchisor, Franchisee may advertise only in the Advertising Territory, subject to restrictions and guidelines periodically imposed by Franchisor, including without limitation, requiring a prominent notice on printed materials to the following effect: "GOOD ONLY AT XYZ LOCATION". If another franchisee is in close proximity, Franchisee must use reasonable efforts to coordinate the advertising with the other franchisee, or to conduct joint advertising. This requirement applies, but is not limited to, internet and/or media advertising.

7.2 Minimum Spending Obligation. Franchisee must spend a minimum amount per month on advertising as shown in Schedule 1, which shall include contributions to the General Advertising Fund and regional advertising funds, if any, as well as any other advertising activities conducted by the Franchisee. For purposes of satisfying this minimum spending obligation, advertising expenses in excess of the minimum amount required in a particular month may be counted toward the spending obligation in the immediately preceding or the immediately following month, but may not be "carried over" or "carried back" more than one (1) month. Franchisor may allow Franchisee to defer its minimum spending obligations if Franchisor, in its sole discretion, determines that such spending obligations can only be satisfied to the detriment of the profitable operation of the Restaurant.

7.3 General Advertising Fund. Franchisor may from time to time establish and require Franchisee to pay a contribution of up to one percent (1%) of Franchisee's Acquired Inventory to a general advertising fund administered by Franchisor or its designee ("General Advertising Fund"). Currently, the General Advertising Fund is administered by Jet's Pizza General Advertising Fund, a Michigan nonprofit corporation, but Franchisor reserves the right to change such administrator. The amount of the required contributions, if any, shall be announced by Franchisor from time to time. Contributions to the General Advertising Fund shall be reported and paid by Franchisee at the same time and in the same manner as royalties.

(a) Franchisee irrevocably appoints Franchisor to make advertising decisions for the benefit of Franchisee with respect to monies allocated to the General Advertising Fund, including the power to negotiate advertising arrangements with advertising agencies and to authorize the expenditure of funds held by the General Advertising Fund to pay for third party advertising services and marketing campaigns. Franchisee acknowledges that: (i) the contributions to the General Advertising Fund are being made for advertising services and marketing campaigns that benefit Franchisee; and (ii) the General Advertising Fund holds the funds received from Franchisee and serves as a conduit to pay Franchisor and other third parties who will provide the actual services that benefit Franchisee.

(b) The General Advertising Fund shall be maintained and operated for the benefit of Jet's Pizza restaurants and the Franchise System generally. Franchisor may use the General Advertising Fund only for expenses related to advertising and promotional materials and activities directed primarily at customers of one or more Jet's Pizza restaurants, including but not limited production, administrative costs, social media, advertising agency fees, and information technology programs and enhancements facilitating ordering, sales and promotions. Franchisor shall have absolute discretion in decisions regarding the production of advertising materials, including but not limited to how the Marks are portrayed. The General Advertising Fund may also be used for media costs if reasonably intended to benefit Jet's Pizza restaurants and the Franchise System generally, such as a national radio or television advertising program. Franchisor may not use the General Advertising Fund for any advertising activities directed primarily at potential buyers of franchises.

(c) Franchisor shall direct all advertising and promotional programs, with the right to control the creative concepts, materials, and media used in such programs and the placement and allocation thereof. Franchisee agrees and acknowledges that one of Franchisor's objectives is to maximize general public recognition and acceptance of the Marks for the benefit of the Franchise System, and that Franchisor is not obligated to make expenditures for Franchisee which are equivalent or proportionate to Franchisee's contribution, or to ensure that Franchisee benefits directly or pro rata from the advertising or promotion conducted by Franchisor.

(d) Franchisor may commingle the General Advertising Fund with its other funds, but shall keep a separate accounting of them. Franchisor shall periodically, and at least annually, provide its franchisees with financial statements concerning contributions to and expenses of the General Advertising Fund. These statements need not be audited or prepared by independent accountants.

(e) Franchisor may generate funds for the General Advertising Fund from rebates or other sources and may elect not to require additional contributions from Franchisee, provided that such election shall not waive Franchisor's rights under this Agreement or otherwise preclude Franchisor from requiring such contributions in the future.

(f) Franchisor has a sole discretion in making all decisions relating to the amount of funds spent by the General Advertising Fund on advertising each fiscal year. In case Franchisor elects not to spend all of the funds of the General Advertising Fund, it may elect to distribute such funds to the Franchisee on the basis of its contribution.

(g) Franchisor retains the right to terminate the General Advertising Fund and/or replace it with another advertising fund at any time; provided, however, that the General Advertising Fund shall not be terminated until all monies in it have been expended for purposes authorized by this Section 7.3 or transferred to the successor advertising fund.

7.4 Regional Advertising. Franchisor may establish a regional advertising fund when it determines, subject solely to its discretion, that there are enough Jet's Pizza restaurants located in a geographical area to realize economies of scale or other advantages. Franchisor shall have the discretion to decide the boundaries of the region, and may change the boundaries from time to time, may merge two (2) or more regions into a single region or nationally, and may split a region into multiple regions. All Jet's Pizza restaurants in a region must contribute to and participate in the regional advertising fund. If the Restaurant is located in a region with a regional advertising fund, Franchisee agrees to make contributions and participate in such regional advertising fund.

(a) The legal structure of each regional advertising fund shall be subject to Franchisor's discretion, and may include a corporation, cooperative, or unincorporated association. Each regional advertising fund shall be structured to provide each Jet's Pizza restaurant an opportunity to participate in the decision-making process, provided that Franchisor shall have absolute discretion in decisions regarding the production, form, format, display and content of advertising materials, including but not limited to how the Marks are portrayed.

(b) The contribution formula may be specified by Franchisor, and shall apply uniformly to all Jet's Pizza restaurants in the program. The formula may be a percentage of gross sales, a percentage of Acquired Inventory, or any other formula that is applied uniformly to all Jet's Pizza restaurants in the regional advertising fund. The current contribution formula, if any, is shown in Schedule 1. Contributions shall be paid to Franchisor together with and in the same manner as Franchisee's royalty payment. The regional advertising fund may impose additional contributions pursuant to the rules and procedure established by such regional advertising fund.

(c) A regional advertising fund may be used only for expenses for advertising and promotional materials and activities intended primarily to benefit one or more Jet's Pizza restaurants located in the region or nationally. Franchisor may not use the regional advertising fund for any advertising activities directed primarily at potential buyers of franchises.

(d) Franchisor shall maintain a separate bank account for contributions to the regional advertising fund, and may not commingle such funds with its other funds. Franchisor shall periodically, and at least annually, provide its franchisees with financial statements concerning the regional advertising fund contributions and expenses. These statements need not be audited or prepared by independent accountants.

7.5 Advertising Materials.

(a) All advertising and advertising materials that Franchisee, the General Advertising Fund or regional advertising fund desire to use are subject to the prior written approval of Franchisor, including but not limited to advertising via the internet or a website. Franchisor shall have absolute discretion in decisions regarding the content of the advertisements and how the Marks are portrayed.

(b) For purposes of this Agreement, all communication and correspondence with Jet's Pizza customers or the general public concerning one or more Jet's Pizza restaurants or the Jet's Pizza Franchise System shall be deemed to be advertising, whether via regular mail, electronic communication, or otherwise, including but not limited to the Internet, websites, social networking groups, video, email, weblog, twitter, text message or any other form of media intended for the general public, and whether or the mode of communication exists today or is developed in the future.

(c) Samples of advertising not prepared by Franchisor shall be submitted to Franchisor for approval prior to their use by Franchisee. Unless otherwise authorized by Franchisor, samples shall be submitted by email (approvals@jetspizza.com).

(d) Franchisor shall have the right to disapprove the use of any advertising materials previously approved, by written notice to Franchisee, provided that Franchisee shall have a reasonable amount of time to deplete any existing supplies of such advertising.

(e) Franchisee shall not make any communication or correspondence, whether via regular mail, electronic communication, or otherwise, including, but not limited to the internet, websites, social networking groups, video, email, weblog, twitter, text message or any other form of media existing today or in the future, relating to Franchisor, the Franchise System, the Marks, the Franchise or the Restaurant (the "Business") that (i) is derogatory, disparaging, or critical of the Business, (ii) is offensive, inflammatory, or indecent, or (iii) harms the goodwill or public image of the Business. Franchisee shall be responsible for the communications and correspondences of its employees, and Franchisee shall take such steps as are necessary to ensure that its employees do not make communications or correspondences that negatively impact the Business.

(f) If Franchisee desires to advertise with a vendor not previously approved by Franchisor, prior written approval by Franchisor is required pursuant to Section 6.5(b)(ii), and the vendor must also complete and sign a Limited License Agreement prior to using any Marks of Franchisor.

7.6 Coordination of Advertising Activities. Franchisor shall have the right to establish policies and restrictions regarding advertising activities from time to time, including, but not limited to, policies to coordinate advertising activities with other franchisees in nearby territories, and policies relating to online advertising.

7.7 Copyrights and Other Rights. Franchisee acknowledges and agrees that Franchisor owns all copyrights and other rights to and ownership of all existing and future marketing, advertising, and promotional materials, tangible and intangible, that contain any of the Marks or that otherwise relate to the Restaurant, regardless of the party that created such materials. Franchisee shall (and shall cause its employees and agents to) sign all documents required by Franchisor to confirm this ownership.

7.8 Promotional Programs. Franchisee shall participate in promotional programs, including loyalty programs developed by Franchisor for the Franchise System, in the manner directed by Franchisor in the Operations Manual or otherwise in writing. At Franchisee's sole cost and expense, Franchisee may be required, without limitation, to provide customers who redeem points earned in loyalty programs with free items or delivery services for subsequent purchases, and to purchase or lease any software, hardware or other items needed to participate in and accept customer incentives from the loyalty program, as required by the Operations Manual and from a supplier(s) designated by Franchisor. The Operations Manual may establish other rules, guidelines, standards and specifications for these programs. Franchisor reserves the right to institute, modify, cancel or terminate any promotional programs, in its sole discretion, from time to time. Franchisee shall not participate in or institute any other customer loyalty programs without Franchisor's prior written consent. Additionally, Franchisee shall sell or otherwise issue gift certificates ("Gift Certificates") that have been prepared utilizing the standard form of Gift Certificate provided or designated by Franchisor, and only the manner specified by Franchisor in the Operations Manual or otherwise in writing. Franchisee shall fully honor all Gift Certificates that are in the form provided or approved by Franchisor regardless of whether a Gift Certificate was issued directly or indirectly by Franchisee, Franchisor or another franchisee. Franchisee shall sell, issue and redeem Gift Certificates in accordance with procedures and policies specified by Franchisor in the Operations Manual or otherwise in writing, including those relating to procedures by which Franchisee shall make timely payments to Franchisor or its designee for Gift Certificates sold by Franchisee and shall request and receive reimbursement from Franchisor or its designee for goods and services sold in exchange for Gift Certificates issued directly or indirectly by Franchisee, Franchisor or another franchisee.

7.9 Franchisor Advertising. Franchisor may, from time to time in its sole discretion, expend its own funds and resources to produce and purchase marketing and promotional materials and conduct such advertising as Franchisor deems necessary or desirable. In any discretionary advertising, marketing, or promotional effort conducted solely by or on behalf of Franchisor, Franchisor shall have sole discretion over the content, form, and geographic distribution of such efforts and materials, and Franchisor shall have no obligation to expend any funds or resources in Franchisee's Territory or to provide or sell to Franchisee any advertising, marketing, or promotional materials produced by or on behalf of Franchisor.

8. Books, Records and Reporting.

8.1 Reporting Requirements. Franchisor shall periodically prescribe the reports required of Franchisee, and the frequency and manner of reporting. Reporting requirements may encompass financial and non-financial matters, and the manner of reporting may be via facsimile, computer or other telecommunications equipment. Franchisor may change the reporting requirements from time to time. Franchisee shall comply with reporting requirements periodically prescribed by Franchisor, and if necessary Franchisee shall acquire and maintain a computer or other equipment necessary to fulfill its reporting requirements.

8.2 Reporting by Suppliers. Franchisor shall be entitled to information from Franchisee's suppliers concerning Franchisee's purchase of Acquired Inventory, and any other dealings between them concerning Franchisor, the Franchise or the Franchise System. Franchisor shall be entitled to prescribe the form and content of any such reports, as a condition to any such supplier being approved as an approved supplier. Franchisee hereby authorizes any such supplier to disclose to Franchisor any such information

requested by Franchisor; and such suppliers shall be third party beneficiaries of this authorization to release information. Franchisee shall cooperate in executing any other document or agreement reasonably requested by Franchisor or any supplier to authorize the release of such information.

8.3 Accounting Methods. Franchisee shall keep its books and records according to acceptable accounting principles, consistently applied. Franchisee shall at all times employ competent accountants or bookkeepers (either employees or independent professionals) to assist in complying with required reporting. If Franchisor reasonably determines any such accountant or bookkeeper to be incompetent, Franchisee shall replace him or her.

8.4 Right to Inspect. Franchisor or its agents may, at any reasonable time, upon reasonable prior notice, inspect the books, records, tax returns, and other financial information of Franchisee, and of its owners, officers, directors, and key employees. Franchisor may, at any time, retain one or more accountants to audit Franchisee's books and records for any period of time. If an audit discloses any underpayment of royalties, contributions required for advertising or any other fees by Franchisee, Franchisee shall immediately pay the deficiency to Franchisor, and if the deficiency exceeds five percent (5%) of the correct amount Franchisee shall also immediately pay or reimburse Franchisor for the cost of the audit.

8.5 Maintenance of Books and Records. Franchisee shall maintain all books and records related to the Franchise, whether written, in the form of electronic media, or otherwise, for a minimum of three (3) years after the time period to which they relate. Notwithstanding anything contained herein to the contrary, Franchisee is responsible for maintaining and preserving records for longer periods if required by any applicable Federal, State or local laws or regulations.

8.6 Reservation of Rights. Franchisor reserves all other rights not granted to Franchisee in this Agreement, including but not limited to those set forth below.

(a) Franchisor reserves the right to supply "Special Events" in the Territory. For purposes of this agreement, "Special Events" mean banquets, receptions, picnics, parties, fairs, sporting events, or other events where the volume of the order may be beyond Franchisee's normal capacity. Franchisee shall notify Franchisor of any order it receives for a Special Event in the Territory. Franchisor shall use its reasonable discretion whether to allow Franchisee to accept the order, to coordinate with other franchisees to fill the order, to fill the order itself, or to refuse the order.

(b) Franchisor reserves the right to open, operate and license others to own and operate restaurants, facilities or outlets operating under one or more of the Marks, but using a design, format or system materially different from the Franchise System, such as but not limited to sit-down restaurants serving more and different menu items than Jet's Pizza restaurants using the Franchise System; Non-Traditional Restaurants; and carts, kiosks and satellite units that may offer a more limited menu of items.

(c) Franchisor reserves the right to distribute or sell goods bearing one or more of the Marks at wholesale or retail, such as frozen pizza, canned pizza sauce, or other ingredients.

(d) Franchisor reserves the right to open, operate and license others to own and operate restaurants, stores or other facilities operating under one or more of the Marks as well as under one or more other trademarks, service marks or franchise systems.

(e) Franchisor reserves the right to develop, operate and change the Franchise System in any manner that is not specifically prohibited by this Agreement.

(f) Franchisor reserves the right to provide different levels of service to any franchise owner based upon the peculiarities or factors that Franchisor considers important to that franchise owner's successful operation.

8.7 Corporate Franchisee. Except as otherwise approved in writing by Franchisor, if Franchisee is a corporation, it shall: (a) furnish Franchisor with copies of its articles and bylaws and such other documents as Franchisor may request, and any amendments thereto; (b) confine its activities, and its governing documents shall at all times provide that its activities are confined, exclusively to operating the Restaurant; (c) maintain stop transfer instructions on its records against the transfer of any equity securities and only issue securities upon the face of which a legend appears, in a form satisfactory to Franchisor, which references the transfer restrictions imposed by this Agreement; (d) not issue any voting securities or securities convertible into voting securities other than with Franchisor's consent and in compliance with all other applicable provisions of this Agreement; and (e) maintain a current list of all owners of record and all beneficial owners of Franchisee and furnish the list to Franchisor upon request.

8.8 Partnership Franchisee. If Franchisee is a partnership it shall: (a) furnish Franchisor with copies of its partnership agreement and such other documents as Franchisor may request, and any amendments thereto; and (b) prepare and furnish to Franchisor, upon request, a current list of all general and limited partners in Franchisee.

8.9 Limited Liability Company Franchisee. If Franchisee is a limited liability company, it shall: (i) furnish Franchisor with copies of its articles of organization and operating agreement, as well as such other documents as Franchisor may request, and any amendments thereto; (ii) prepare and furnish to Franchisor, upon request, a current list of all members and managers in Franchisee; and (iii) maintain stop transfer instructions on its records against the transfer of any membership units and, if such units are certificated, ensure that the certificates bear a legend, in a form satisfactory to Franchisor, which references the transfer restrictions imposed by this Agreement.

9. Liability, Insurance and Indemnification.

9.1 Liability. Franchisee shall be responsible for all losses and damage to persons and property related to its ownership or operation of the Restaurant, or the occupation of the premises.

9.2 Insurance. Franchisee shall procure, prior to the opening of the Restaurant, and maintain, at all times thereafter, the insurance coverage prescribed by Franchisor in the Operations Manual, or otherwise. The insurance companies are subject to the approval of Franchisor, which will not be unreasonably withheld. Each insurance policy shall (a) list Franchisor and its shareholders, directors, employees, and agents as additional insureds; (b) provide for thirty (30) days' prior written notice to Franchisor before cancellation; (c) give Franchisor the right to pay any overdue amounts to avoid cancellation; and (d) contain a waiver by Franchisee and its insurers of their subrogation rights against Franchisor and its affiliates and their respective shareholders, directors, employees, and agents. Franchisee shall immediately reimburse Franchisor upon demand for any amount paid by Franchisor on Franchisee's behalf to maintain an insurance policy. Franchisee shall furnish Franchisor with proof of insurance listing Franchisor and its shareholders, directors, employees, and agents as additional insureds before the commencement of construction of the Restaurant, if this Agreement is entered into in connection with the grant of a new Franchise, or upon the Effective Date, if this Agreement is entered into in connection with the renewal or transfer of a Franchise, as well as at each insurance renewal, and periodically upon request by Franchisor.

9.3 Franchisor's Insurance. Franchisee's obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may

be maintained by Franchisor, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in Section 9.5 of this Agreement.

9.4 Additional Required Endorsements. All public liability and property damage policies shall contain a provision that Franchisor, although named as an additional insured, shall nevertheless be entitled to recover under such policies on any loss occasioned to Franchisor or its shareholders, directors, employees, and agents by reason of their negligence.

9.5 Indemnification. Franchisee shall indemnify, defend and hold harmless Franchisor, its employees, agents and attorneys, and other franchisees, their employees, agents and attorneys, from and against any and all claims, liabilities, losses, costs, or expenses (including reasonable attorney fees) arising out of Franchisee's construction, maintenance, operation or other activities related to the Restaurant, its ownership of its assets, its occupation of its premises, its or its affiliates attendance and participation in training, its or its employees' its current and past employees, employment decisions, and applicants for employment, and including related to any claim, lawsuit or proceeding related to the Restaurant. Franchisee shall promptly notify Franchisor in writing of any claim, action, suit, or proceeding, or the issuance of any judgment, order or decree of any court, agency or tribunal that may be subject to this indemnity, or may adversely affect the financial condition of Franchisee, its ability to operate the Restaurant, its ability to continue to occupy the premises, or its ability to meet its obligations under this Agreement.

9.6 Certificates of Insurance. At least ten (10) days prior to the time any insurance is first required to be carried by Franchisee, and thereafter at least thirty (30) days prior to the expiration of any policy, Franchisee shall deliver to Franchisor Certificates of Insurance ("Certificates") evidencing the proper types and minimum amounts of coverage. All Certificates shall expressly provide that no fewer than thirty (30) days' prior written notice shall be given to Franchisor in the event of material alteration to or cancellation or non-renewal of the coverages evidenced by such Certificates. Certificates evidencing the insurance required by this Section shall name Franchisor and each of shareholders, directors, employees, and agents as additional insureds, and shall expressly provide that any interest of each shall not be affected by any breach by Franchisee of any policy provisions for which such Certificates evidence coverage.

10. Marks.

10.1 Definition of Marks. Franchisor owns all the Marks. Franchisee acknowledges that it has no ownership rights with respect to the Marks. Nothing in this Agreement shall be construed to convey to Franchisee any right, title or interest in any of the Marks, nor in any goodwill associated with the Marks.

10.2 Grant of License. Franchisor grants Franchisee the nonexclusive license to use the Marks in connection with its ownership and operation of the Restaurant, subject to the terms, conditions, and limitations of this Agreement. Franchisee acknowledges that its right to use the Marks derives solely from this Agreement. Franchisee acknowledges that its license to the use the Marks is nonexclusive and that Franchisor reserves the right to use the Marks and to grant the right to use the Marks to other persons. Franchisee may use the Marks only as authorized by Franchisor from time to time. Franchisor may amend, expand or delete the authorization of any of the Marks by written notice to Franchisee; provided that Franchisor shall make any such change only for good faith marketing or trademark reasons on a uniform basis for all franchisees in a particular market, or in connection with or response to an infringement claim.

10.3 Franchisee Use of the Marks. With respect to Franchisee's use of the Marks pursuant to this Agreement:

(a) Franchisee shall use only the Marks designated by Franchisor, and shall use them only in the manner authorized and permitted by Franchisor;

(b) Franchisee shall use the Marks only for the operation of the Restaurant, and only at the Location or in Franchisor's approved advertising for the Restaurant;

(c) Franchisee may not use the words, "Jet," "Jet's Pizza," "Jett" and "Jet's" nor any of the Marks in or as part of any e-mail address, whether or not the word or Mark is capitalized, and whether it is used as a separate word or combined with other letters as part of a word;

(d) Unless otherwise authorized or required by Franchisor, Franchisee shall operate and advertise the Restaurant only under the Marks authorized for use for a Jet's Pizza restaurant;

(e) Franchisee shall identify itself as an independent franchisee-owner of the Restaurant in conjunction with any use of the Marks and the operation of the Restaurant, and shall place a written notice to such effect, in a form approved by Franchisor, in a conspicuous location on the Restaurant premises;

(f) Franchisee's right to use the Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement;

(g) Franchisee shall not use the Marks to incur any obligation or indebtedness on behalf of Franchisor;

(h) Franchisee shall execute any documents deemed necessary by Franchisor or its affiliates to obtain protection for the Marks or to maintain their continued validity and enforceability;

(i) Franchisee shall promptly notify Franchisor of any suspected unauthorized use of, or any challenge to the validity or use of the Marks. Franchisor (or its affiliate) shall have the sole right to determine whether any action should be taken, and, if any action is taken, Franchisor (or its affiliate) shall have the right to direct and control any such action, including without limitation the prosecution, defense or settlement of any administrative proceeding or litigation or other adjudicative proceeding involving the Marks. Franchisee shall have no right, independent of Franchisor, to make any demand against any such user or challenger or to prosecute any claim of any kind or nature whatsoever relating to Franchisor's Marks;

(j) Franchisee shall not use as part of its corporate or other legal name, or as an internet domain name or URL, any of the Marks or any portion or derivative of any Marks, including without limitation "Jet," "Jet's Pizza," "Jett" and "Jet's" or any other name that is likely, in the judgment of Franchisor, to cause third parties to be confused or mistaken with respect to the separate identities of Franchisor and Franchisee; and

(k) During the term of this Agreement and after its expiration or termination, Franchisee shall not directly or indirectly contest the validity or ownership of the Marks, nor take any other action which may tend to derogate or jeopardize Franchisor's interest therein, or Franchisor's right to use and to license others to use, the Marks.

10.4 Agreement Not to Contest. Franchisee agrees not to contest or help anyone else to contest the validity or ownership of the Marks, either during or after the term of this Agreement, or to take any other action in derogation of Franchisor's claimed rights in the Marks.

10.5 Infringement Claims.

(a) Franchisor shall have the exclusive right to defend the Marks against infringement by others. Franchisee shall promptly notify Franchisor of any infringement claim by a third party, and of any action by a third party which may constitute infringement of any of the Marks. Provided Franchisor is promptly notified of it, Franchisor shall have sole discretion whether it wishes to defend Franchisee against any claim, demand, or suit by a third party alleging that Franchisee's use of the Marks as authorized under this Agreement infringes a trademark, service mark, logo, commercial symbol or similar item belonging to the third party. Franchisor shall have no liability or obligation, however, for any loss, damage, cost or expense suffered by Franchisee, including but not limited to litigation costs, attorney fees, the cost of remodeling, replacing signs or changing decor, lost profits, damage to good will, or other damages.

(b) Franchisor shall have the exclusive discretion to decide the action to be taken in response to or in connection with infringement claims, including but not limited to whether to defend against or prosecute any litigation, and whether to discontinue the use of any Mark. Franchisee shall cooperate fully with Franchisor in connection with prosecuting and defending any infringement claims, and shall not settle or compromise any suit or other proceeding without the prior written consent of Franchisor. Franchisee agrees to sign any documents and take any reasonable action that in Franchisor's attorneys' judgment is necessary or advisable to protect and maintain the interest of the Franchisor in any litigation or intellectual property proceeding, or otherwise to protect the Marks, goodwill or image of the Franchisor, Franchisee or Franchise System. If Franchisor decides to discontinue the use of any Mark, Franchisee shall immediately stop using the Mark upon notice from Franchisor. If Franchisee is required to stop using one of Franchisor's principal Marks used in connection with the Franchise System, Franchisor shall provide Franchisee with one or more replacement Marks. Franchisor shall have no obligation to continue to defend or protect Franchisee against any infringement claim if Franchisee continues to use any Mark after Franchisor has notified Franchisee to discontinue its use.

(c) Franchisor shall protect Franchisee's right to use Marks or indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of Jet's name, provided that Franchisee's use has been consistent with the Franchise Agreement, Operations Manual, and Franchisor's current standards and Franchisee has promptly notified Franchisor of, and complied with Franchisor's directions in responding to, the proceeding.

11. Proprietary Information.

11.1 Acknowledgment of Ownership. Franchisee acknowledges and agrees that "Proprietary Information," as defined below, is the exclusive property of Franchisor, and that Proprietary Information is proprietary to and a valuable trade secret of Franchisor.

11.2 Definition.

(a) "Proprietary Information" means information:

(i) Concerning Franchisor, its assets, business, franchisees, or the Jet's Pizza Franchise System; or

(ii) Integrally related to the goodwill attached to the Marks or the goodwill or going concern value of the Franchise System.

(b) "Proprietary Information" includes information periodically disclosed to Franchisee, whether via oral, written, electronic, or electromagnetic communication, or in any other way, and information compiled or developed by Franchisee in the conduct of its Business.

(c) "Proprietary Information" specifically includes but is not limited to the following:

(i) Information concerning individual ingredients, combinations of ingredients, recipes and procedures for the preparation of menu items;

(ii) Processes or procedures for the operation of a Franchise;

(iii) Training materials and methods concerning a Franchise;

(iv) The Operations Manual and educational material(s);

(v) The terms of contracts between Franchisor and third parties;

(vi) Advertising or marketing plans or strategies; and

(vii) Information concerning Jet's Pizza customers, including names, addresses, telephone numbers, e-mail addresses, and information concerning their purchases of Jet's Pizza products.

(viii) Methods, formats, specifications, standards, systems, procedures, food preparation techniques, recipes, sales and marketing techniques, knowledge, experience used in developing the Jet's Pizza products

(ix) Any computer software or similar technology that is proprietary to Franchisor

(d) "Proprietary Information" does not include information that is public knowledge (without unauthorized disclosure by any person), or information that was lawfully obtained by Franchisee from a third party under no obligation of confidentiality to Franchisor.

11.3 Restrictive Covenants. Franchisee agrees as follows:

(a) Any unauthorized disclosure or use of Proprietary Information may cause irreparable damage to Franchisor;

(b) To use Proprietary Information only for the purpose of owning and operating the Franchise under the terms and conditions of this Agreement;

(c) To limit dissemination of Proprietary Information to its employees, Related Parties, accountants, attorneys, and agents who have a reasonable need to know such information;

(d) To require each of its employees, owners, officers, directors, members and managers to execute a confidentiality agreement in a form prescribed by or satisfactory to Franchisor;

(e) Before disseminating any Proprietary Information to it accountants, attorneys or any third parties, to notify Franchisor, and if requested by Franchisor, to obtain a confidentiality agreement from the third party before disclosing any Proprietary Information to it, in a form prescribed by or satisfactory to Franchisor;

(f) To provide Franchisor with fully executed originals of all confidentiality agreements executed by its employees or third parties;

(g) Upon the termination or expiration of the Franchise, to immediately return all documents or other media containing Proprietary Information to Franchisor;

(h) To adopt and implement reasonable procedures to prevent unauthorized use or disclosure of Proprietary Information; and

(i) To adopt and implement reasonable procedures to prevent unauthorized use or infringement of the Marks, or otherwise any actions that could damage or disparage the image of Franchisee, Franchisor or the Franchise System.

12. Agreement Not to Compete.

12.1 Restrictive Covenants. Neither Franchisee, nor any Related Party, nor the spouse of Franchisee or any Related Party, shall do any of the following, either while this Agreement is in effect or for a period of three (3) years after the expiration or termination of the Franchise:

(a) Compete with Franchisor or any Jet's Pizza restaurant;

(b) Advertise in or solicit orders from the territory assigned to any other Jet's Pizza restaurant, or otherwise divert or attempt to divert any business or customer of the Restaurant to any competitor by inducement or otherwise, or do or perform any other act injurious or prejudicial to the goodwill associated with the Marks and the Franchise System;

(c) Employ or seek to employ, directly or indirectly, any person who is at the time or was at any time during the prior six (6) months employed by Franchisor or its affiliates at the level of restaurant general manager or above. A violation of this Section shall entitle Franchisor to liquidated damages equal to twice the annual salary of the employee (while employed by the prior employer), plus reimbursement of all costs and attorney fees incurred in enforcing this provision;

(d) Perform services as director, manager, officer, employee or agent of a Competitive Restaurant (defined below); or

(e) Engage in any activity that might injure the goodwill, the Marks, or the image of the Franchisor, Franchisee or the Franchise System.

12.2 Definition of Compete. To compete with Franchisor or any Jet's Pizza restaurant includes but is not limited to involvement as an owner, stockholder, director, officer, member, manager, partner, employee, lender or consultant, or the provision of any other type of assistance, with or to a business:

(a) More than fifty percent (50%) of the gross revenue of which is attributable to the sale of pizza, submarine sandwiches and other items similar to those offered by Jet's Pizza restaurants ("Competitive Restaurants"), and located within five (5) miles of the Territory, or within five (5) miles of any Jet's Pizza restaurant, other than at a Jet's Pizza restaurant licensed by Franchisor; or

(b) Engaged in the sale of franchises for Competitive Restaurants or the ownership or operation of a system of franchised or licensed Competitive Restaurants.

12.3 Related Parties. Franchisee shall obtain from each Related Party an executed Agreement Not to Compete, substantially identical to the terms of this Section, in a form prescribed by or satisfactory to Franchisor, and shall provide Franchisor with a fully executed original Agreement Not to Compete. For purposes of this Section, the Franchise shall be deemed to have terminated with respect to a Related Party

upon the sale or disposition of his or her entire interest in the Franchise and the Franchisee, and/or the termination of his or her status or position as an owner, stockholder, director, officer, member, manager, partner, restaurant manager or key employee of Franchisee. Franchisee is responsible for ensuring that all personnel of Franchisee, including but not limited to owners, officers, and crew members, and Franchisee's vendors, service providers, professional advisors, and other persons associated with Franchisee keep confidential all Proprietary Information. Any unauthorized use or disclosure of Proprietary Information by such persons will constitute a default by Franchisee under this Agreement.

12.4 Judicial Modification. If any court or tribunal determines this agreement not to compete to be unenforceable because it is too broad, either in terms of the length of time, or geographical area, or nature of activities covered, or otherwise, its scope shall be deemed to be automatically restricted to the extent necessary to be enforceable.

12.5 Employment of Franchisee's Former Employees. Franchisee acknowledges and agrees that Franchisor may employee Franchisee's employees, who had contacted the Franchisor, in any of its corporate owned franchises, and such employment shall not constitute solicitation for the purposes of this Agreement.

12.6 Response to Request for Information. Franchisor may request written information or explanation from Franchisee in case Franchisor suspects that Franchisee is in violation of this agreement not to compete. Franchisee shall respond to Franchisor in writing within forty-eight (48) hours of Franchisor's request.

12.7 Covenants Reasonable. Franchisee agrees that the covenants contained in Sections 12.1 and 12.2 above are reasonable with respect to the activities covered, duration, and geographic scope, and that Franchisee shall not raise any issue of the reasonableness of the terms of such covenants in any proceeding to enforce those covenants. Franchisee agrees and acknowledges that it and each of its owners possess skills and abilities of a general nature that provide them with other opportunities for employment and, therefore, Franchisor's enforcement of the non-competition covenant under Section 12.1 will not deprive Franchisee or any of its owners of their personal goodwill or ability to earn a living through alternative means.

12.8 Enforceability of Covenants Not Affected by Franchisee Claims. Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising hereunder, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section 12.

13. Transfer.

13.1 Transfer by Franchisor. Franchisor shall have the right to transfer or assign all or any part of its rights or obligations under this Agreement to any person or legal entity. With respect to any assignment which results in the subsequent performance by the assignee of all of Franchisor's obligations under this Agreement, the assignee shall expressly assume and agree to perform such obligations, and shall become solely responsible for all obligations of Franchisor under this Agreement from the date of assignment. In addition, and without limitation to the foregoing, Franchisee expressly affirms and agrees that Franchisor may sell its assets, its Marks, or its Franchise System; may sell its securities in a public offering or in a private placement; may merge, acquire other corporations, or be acquired by another corporation; and may undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring.

13.2 Transfer by Franchisee.

(a) Franchisee understands and acknowledges that Franchisor has granted this Franchise in reliance on the business skill, financial capacity, and personal character of Franchisee (or of the direct and indirect owners of Franchisee, if Franchisee is a corporation or other entity).

(b) Neither Franchisee nor any immediate or remote successor to any part of Franchisee's interest in this Agreement, nor any individual, partnership, corporation, or other legal entity which directly or indirectly owns any interest in Franchisee shall, without the prior written consent of Franchisor, transfer, pledge or otherwise encumber this Agreement, any of the rights or obligations of Franchisee under this Agreement, any interest in Franchisee, any assets of Franchisee, or all or substantially all of the assets of the Restaurant. Franchisee understands that this Section applies to any transfer of such interests that would occur by any mechanism, including but not limited to family financial planning, estate planning, corporate reorganization, issuance or offering of securities, employee ownership plans, divorce, new marriage, bankruptcy, or receivership. Any purported assignment or transfer, by operation of law or otherwise, not having the written consent of Franchisor required by this Section 13.2, shall be null and void and shall constitute a material breach hereof, for which Franchisor may then terminate without an opportunity to cure.

(c) Franchisor may use reasonable discretion in granting or withholding its consent to a transfer, and Franchisor shall have the right to require that any or all of the following conditions are satisfied, as determined by Franchisor in its sole discretion, in addition to any other conditions imposed by Franchisor:

(i) The proposed transferee must meet Franchisor's qualifications or standards for new franchisees, as in effect at the time of the proposed transfer, including but not limited to necessary business experience and financial resources, and the Franchisor must determine that the price and payment terms will not adversely affect the transferee's operation of the Restaurant.

(ii) The proposed transferee (and, if the proposed transferee is other than an individual, such owners of a direct or indirect beneficial interest in the proposed transferee as Franchisor may request) shall demonstrate to Franchisor's satisfaction that (A) it meets Franchisor's educational, managerial, and business standards; (B) it possesses a good moral character (if an individual), business reputation, and credit rating; (C) it has the aptitude, ability, and requisite financial resources and capital to operate the Restaurant, as may be evidenced by prior related business experience or otherwise; and (D) the terms of the proposed transfer do not place an unreasonable financial or operational burden on the proposed transferee.

(iii) At the proposed transferee's expense, at least two (2) of the owners, managers, or employees of the proposed transferee must have satisfactorily completed the Franchisor's initial training program.

(iv) Neither the proposed transferee nor any Related Parties shall be a competitor of Franchisor or any Jet's Pizza restaurant; nor shall the proposed transferee be a person who Franchisor reasonably believes may misuse the Marks or Proprietary Information.

(v) Neither the proposed transferee nor any Related Parties shall be in breach or default under any contract or agreement with Franchisor or any of its affiliates.

(vi) Franchisee and the proposed transferee must execute appropriate transfer or assignment forms with terms and conditions satisfactory to Franchisor. The transferee, and its owners if appropriate, shall execute Franchisor's then current franchise agreement and related agreements and

documents, which may contain different provisions from this Agreement; provided, however, the transferee shall not be required to pay the Initial Franchise Fee charged at that time.

(vii) The Franchisee or the proposed transferee must satisfy all of the Franchisee's accrued monetary obligations and all other outstanding obligations to Franchisor and its affiliates, all obligations to Franchisee's landlord, suppliers, and other creditors, all taxes, and cure any other default under this Agreement. Upon doing so, Franchisor shall execute a written release of Franchisee.

(viii) In addition to any other amounts, Franchisee or the proposed transferee shall pay Franchisor a transfer fee to cover training, legal fees, administrative costs and other costs or expenses incurred by Franchisor in connection with the transfer. Franchisor's current transfer fee is shown in Schedule 1, but is subject to change. Franchisor may waive all or part of this fee, such as where the transfer results in the same beneficial ownership of the Franchise, or where the transferee is already fully trained.

(ix) The Franchisee must have operated the Restaurant for a period of at least six (6) months prior to any transfer.

(x) Franchisee, and its owners and/or guarantors, if appropriate, must execute written releases of all claims and causes of action that they have against Franchisor and its affiliates, and their respective owners, shareholders, employees and agents, on a form satisfactory to Franchisor.

(xi) If the transfer of the Franchise involves installment payments by the proposed transferee to Franchisee or any other security obligations, Franchisee must subordinate its right to receive any installment to Franchisor's right to receive any and all amounts due it from the transferee through the due date of such installment. The subordination agreement shall be in a format and shall contain terms and conditions satisfactory to Franchisor.

(xii) The Franchisee's landlord must consent to the transfer of the lease agreement, or the lease agreement must be assignable to the proposed transferee without landlord's consent. Franchisor shall have a right to review a proposed lease and request revisions to reflect the above.

(xiii) Franchisor may require the proposed transferee to commit to or perform certain activities designated to ensure compliance with the Franchise System, which had not been completed by the Franchisee prior to the transfer, such as, by way of example, remodeling or a purchase of new equipment.

The failure to satisfy any of these conditions, or any other reasonable conditions imposed by Franchisor, shall be deemed to be good cause for Franchisor to withhold its consent to the transfer. Franchisee acknowledges that Franchisor has legitimate reasons to evaluate the qualifications, creditworthiness and character and fitness of potential transferees to analyze and critique the terms of the purchase agreements and any other ancillary agreement relating to the transaction with Franchisee. Franchisee authorizes Franchisor to investigate any proposed transferee's qualifications and to communicate with the proposed transferees regarding the nature or Franchisee's operation of the Restaurant. It shall be reasonable for Franchisor to disapprove any proposed transfer if, as a result of the transfer, the beneficial ownership of Franchisee would be, in Franchisor's business judgment, so widely held by different persons as to materially compromise the financial stake and dedication of those persons in whose individual or collective character, skill, attitude, and business ability Franchisor relies on in granting a franchise.

13.3 Right of First Refusal.

(a) Before selling or transferring the Franchise, or all or substantially all of the assets of the Restaurant, to any third party (which includes a Related Party), Franchisee must first present Franchisor with a copy of the *bona fide* written offer or agreement executed by such third party (the "Third Party Offer"), containing the price, terms and conditions of the proposed sale. Franchisor shall have thirty (30) days from its receipt of the Third Party Offer to elect to purchase the interest by written notice to Franchisee.

(b) If Franchisor exercises its option to purchase, the Franchisor may offer any payment terms proposed in the Third Party Offer and its credit will be deemed equal to the credit of any proposed buyer. Franchisor shall have additional thirty (30) days to prepare for closing after notifying Franchisee of its election to purchase. Franchisee shall provide all customary representations and warranties given by seller of the assets or a business or the ownership interest in a legal entity, as applicable, including without limitation, representations and warranties regarding: (i) ownership and condition of title to ownership interest or/and assets, (ii) liens and encumbrances relating to ownership interest or/and assets, and (iii) validity of contracts and the liabilities, contingent or otherwise, of the entity whose assets or ownership interest are being purchased.

(c) If Franchisor does not exercise its option to purchase within thirty (30) days, its option shall expire, and Franchisee may consummate the transfer to the third party for the price and on the terms and conditions of the Third Party Offer, subject to the conditions listed in Section 13.2. The sale must be consummated within sixty (60) days of (i) expiration of Franchisor's option period; or (ii) receipt of written notice from Franchisor of its intention to decline to purchase the interest. If the Franchisee does not consummate the transfer within that sixty (60) day period, or there is a material change in the terms of the Third Party Offer prior to closing, then the transfer shall again become subject to Franchisor's right of first refusal.

(d) Failure of Franchisor to exercise the option afforded by this Section 13.3 shall not constitute a waiver of any requirement in this Section 13 or any other provision of this Agreement with respect to a proposed transfer. In the event that (i) the consideration, terms, and/or conditions offered by an unrelated third party are such that Franchisor may not reasonably be required to furnish the same consideration, terms, and/or conditions, or (ii) the proposed transfer is to a Related Party for consideration that is not on an arms-length basis, then Franchisor may purchase the interest proposed to be sold or transferred for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the third party, an independent appraiser shall be jointly designated, at Franchisor expense, and the appraiser's determination shall be binding. Franchisor shall have thirty (30) days after receipt of the appraiser's determination to decide whether to proceed with the purchase.

13.4 Death or Disability of Franchisee. Upon the death or mental or physical incapacity of Franchisee (if an individual) or of any person with an interest in Franchisee, the executor or administrator of the estate of such person, or the personal representative of such person, shall transfer within six (6) months after such death or declaration of mental or physical incapacity, such person's interest to a third party approved by Franchisor; *provided*, that any such transfer is subject to Franchisor's right of first refusal pursuant to Section 13.3. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as any *inter vivos* transfer. However, in the case of a transfer by devise or inheritance, if the heirs or beneficiaries are unable to meet the conditions in Section 13.2 hereof, Franchisor shall establish a time frame within which the executor, administrator, or trustee of the deceased must dispose of the deceased's interest in Franchisee, which disposition shall be subject to all the terms and conditions for transfers contained herein. If the interest is not disposed within the time frame established by Franchisor, Franchisor may terminate this Agreement. If the deceased's interest in Franchisee is held in a trust or transferred to a trust by operation of law upon death: (a) the trust instruments shall not be deemed

to modify, eliminate, restrict, or diminish any of Franchisor's rights under this Agreement or any of Franchisee's obligations to Franchisor (including but not limited to the obligation that all direct and indirect legal and beneficial owners of Franchisee be approved by Franchisor, and that the Restaurant be overseen by owners of the Franchisee that Franchisor has approved); and (b) the trustee(s) of the trust shall sign an undertaking for the benefit of Franchisor in which the trustee(s) acknowledge and agree that: (i) the trustee(s) will not assert any legal defense in their capacity as trustee(s) against the enforceability of this Agreement; (ii) while the trust may own an interest in Franchisee or the Restaurant, the trust itself is not the Franchisee under this Agreement and is not permitted to become the Franchisee; (iii) any future distribution or transfer of legal and/or beneficial ownership of an interest in Franchisee or the Restaurant pursuant to the trust documents will be subject to the applicable provisions of this Agreement; and (iv) the trust, jointly and severally with Franchisee, will indemnify Franchisor and its affiliates and hold them harmless from any claim made by any party arising out of or related to the establishment, maintenance, and/or operation of the trust, the contribution of assets to the trust, or the party's claimed interest in the trust.

13.5 Approval of Transfer Does not Constitute Waiver of Rights. Franchisor's consent to a transfer which is the subject of this Section 13 shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms hereof by any transferee.

13.6 Publicly-Traded Entity.

(a) Neither this Agreement, nor any ownership interest in Franchisee, nor assets of Franchisee, nor all or substantially all of the assets of the Restaurant shall be transferred to any Publicly-Traded Entity (as defined below) or to any entity whose direct or indirect parent is a Publicly-Traded Entity. "Publicly-Traded Entity" means an entity whose securities trade on any securities exchange or are quoted in any publication or electronic reporting service maintained by the National Association of Securities Dealers, Inc. or its successor.

(b) Neither Franchisee nor any direct or indirect owner of Franchisee shall offer securities of Franchisee in a public offering or, except as provided in Section 13.7, in a private offering. If any direct or indirect owner of Franchisee offers its securities in a public offering or, except as provided in Section 13.7, in a private offering, Franchisor shall have the right to terminate this Agreement without opportunity to cure.

13.7 Private Sale of Securities. The issuance or sale of securities of Franchisee or of any direct or indirect owner of Franchisee (including, without limitation, common or preferred stock, bonds, debentures, general or limited partnership interests, or membership units, whether certificated or uncertificated), is subject to all of the conditions and prohibitions set out in Section 13.2 hereof. For any proposed securities offering approved in principle by Franchisor, Franchisee shall submit to Franchisor for its review all materials required by federal or state law for the offering and/or intended to be used in any exempt offering. No such materials shall be submitted to a government agency or to prospective investors unless and until Franchisor has furnished its written approval. No offering materials shall imply, by use of the Marks or otherwise, that Franchisor is participating as an underwriter, issuer, or offeror of securities of either Franchisee or Franchisor, or that Franchisor has approved the offering prospectus or any other aspect of the offering. Any review by Franchisor of the offering materials or the information included therein shall be conducted solely for Franchisor's benefit to determine their conformance with Franchisor's internal policies, and not to benefit or protect any other person. No investor should interpret such review by Franchisor, nor shall Franchisee or anyone acting on Franchisee's behalf suggest, that Franchisor's review constitutes an approval, endorsement, acceptance, or adoption of any representation, warranty, covenant, or projection contained in the materials reviewed; and the offering documents shall include legends and

statements, in the form and manner specified by Franchisor, disclaiming Franchisor's liability for, or involvement in, the transaction described in the offering documents. Should Franchisor object to any reference to it or its business in such offering literature or prospectus, such literature or prospectus shall not be used unless and until Franchisor's objections are withdrawn. Franchisee and other participants in the offering must fully indemnify, defend, and hold harmless Franchisor, its affiliates and their respective directors, officers, employees, shareholders, and agents from any and all losses and expenses that arise directly or indirectly from, as a result of, or in connection with the offering. For each proposed offering, Franchisee shall pay to Franchisor a non-refundable fee of $25,000 at the time Franchisee submits materials for review by Franchisor and shall pay additional sums to cover Franchisor's out-of-pocket costs to review the materials when incurred if greater than $25,000. Franchisee shall give Franchisor written notice at least forty-five (45) business days prior to the date of commencement of any offering or other transaction covered by this Section 13.7. Any such offering shall be subject to Franchisor's right of first refusal as provided in Section 13.3 hereof.

13.8 Transfer by Franchisee Bankruptcy - Right of First Refusal. If, for any reason, this Agreement is not terminated pursuant to Section 14 and this Agreement is assumed or assignment of the same to any person or entity who has made a *bona fide* offer to accept an assignment of this Agreement is contemplated, pursuant to the United States Bankruptcy Code, then notice of such proposed assignment or assumption, setting forth (a) the name and address of the proposed assignee, and (b) all of the terms and conditions of the proposed assignment and assumption, shall be given to Franchisor within twenty (20) days after receipt of such proposed assignee's offer to accept assignment of this Agreement, and, in any event, within ten (10) days prior to the date that the application is made to a court of competent jurisdiction for authority and approval to enter into the assignment and assumption, Franchisor shall thereupon have the prior right and option, to be exercised by notice given at any time prior to the effective date of the proposed assignment and assumption, to accept an assignment of this Agreement to Franchisor itself, upon the same terms and conditions and for the same consideration, if any, as in the *bona fide* offer made by the proposed assignee, less any brokerage commissions which may be payable by Franchisee out of the consideration to be paid by the assignee for the assignment of this Agreement.

14. Default. Franchisee shall be deemed to be in default under this Agreement upon the occurrence of any of the following:

14.1 Material Misrepresentation. Franchisee makes a material misrepresentation in connection with its acquisition of this Franchise;

14.2 Failure to Pay. Franchisee fails to pay any royalty, fee or other amount due Franchisor on or before the due date, regardless of any claim or counter-claim Franchisee may have against Franchisor;

14.3 Fail to Conform. Franchisee's Restaurant, or Franchisee's operation of the Restaurant, fails to conform to the Franchise System in any material respect;

14.4 Other Material Breach. Any other material breach of any of the terms or conditions of this Agreement;

14.5 Danger to Public Health. Franchisee engages in conduct that Franchisor reasonably determines to constitute an imminent danger to public health or safety;

14.6 Default under Lease or to Supplier. Franchisee defaults under its lease for the Restaurant or in the payment of any amount due any supplier;

14.7 Entry of Judgment. The entry of any judgment against Franchisee, or any judgment which may adversely affect Franchisee's ability to operate the Franchise or the Restaurant, that is not satisfied or indemnified against to the satisfaction of Franchisor within ten (10) days of its entry;

14.8 Insolvency. The insolvency of Franchisee, the commencement of any proceedings under any federal bankruptcy or state insolvency law, the assignment of assets for the benefit of creditors, or the appointment of a receiver, trustee, or similar person to oversee the business or affairs of Franchisee or any of its business assets;

14.9 Criminal Conduct. Franchisee, or any person who owns ten (10%) percent or more of Franchisee, commits or is convicted of, or pleads guilty to, any felony, or any misdemeanor involving criminal sexual conduct, drug use or drug trafficking, assault, battery, or physical violence toward any person, fraud, theft, embezzlement, or any crime involving dishonesty or the taking of money or property of others, or any other misdemeanor relevant to the operation of the Franchise;

14.10 Abandonment. Franchisee abandons the Franchise or discontinues the business operations of the Franchise. Franchisee shall be deemed to have abandoned the Franchise or discontinued the business if it fails to operate the Restaurant for five (5) consecutive days, or a shorter period of time if the facts and circumstances reasonably indicate that Franchisee does not intend to continue to operate the Restaurant. The inability to operate the Restaurant due to fire, flood, earthquake, other casualty, or other cause beyond Franchisee's control, however, shall not be deemed abandonment of the Franchise or discontinuance of business operations;

14.11 Default under Other Franchise Agreement. In the event that Franchisee or one or more of its owners owns a controlling interest in another Jet's Pizza franchise, any material breach or default under the Franchise Agreement for the other Jet's Pizza franchise;

14.12 Violation of Agreement Not to Compete. Franchisee competes with Franchisor in violation of the terms of this Agreement;

14.13 SBA Financing. Franchisee obtains financing from the United States Small Business Association in excess of $250,000.00; _____ **Franchisee Initial Acknowledging Understanding**

14.14 Fixed Monthly Costs. Franchisee's total fixed monthly costs for rent and third party financing exceeds $7,000.00. _____ **Franchisee Initial Acknowledging Understanding**

15. Remedies. In addition to any other rights or remedies Franchisor may have in the event of a default by Franchisee, Franchisor shall have the rights and remedies set forth below. The exercise of a particular remedy by Franchisor, or the specification of a particular remedy in the event of a certain type of default, shall not be deemed an election of remedies by Franchisor, and shall not preclude Franchisor from exercising any other rights or remedies available to it.

15.1 Termination of Franchise. In addition to any other rights or remedies Franchisor may have, after a default by Franchisee, Franchisor may terminate this Franchise by written notice to Franchisee subject to the following provisions.

(a) Immediate Termination. Franchisor may terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon receipt of notice by Franchisee, upon the occurrence of any of the following:

(i) Any default which by nature cannot be cured;

(ii) A failure to select a location, have it approved by Franchisor, and secure it by lease or purchase within ninety (90) days after this Agreement is signed;

(iii) A failure to have the Restaurant ready to open for business within nine (9) months after this Agreement is signed;

(iv) A failure to have at least two (2) persons who have satisfactorily completed the initial training program by the time the Restaurant is ready to open for business;

(v) Any default described in Section 14.1, 14.5, 14.7, 14.9 or 14.10.

(vi) A failure to obtain and maintain required insurance;

(vii) A failure to actively operate the Restaurant for three (3) or more consecutive business days unless approved by Franchisor;

(viii) The Franchisee's or any of its owner's conviction by a trial court of, or pledge or pledge of no contest to, a felony;

(ix) Any violation of health, safety or sanitation law, ordinance or regulation to operation of Restaurant in an unsafe manner;

(x) A failure to pay any state, local, federal or other taxes, Franchisee's failure to comply with any provisions of this Agreement;

(xi) A failure to pay any advertising contributions, spend the required funds or incur the required expenses for advertising;

(xii) A failure to comply with reporting requirements (including the submission of false or inaccurate reports);

(xiii) An unauthorized use of the Marks;

(xiv) An unauthorized use or disclosure of Proprietary Information;

(xv) A failure to pay any royalty, fee or other amount due Franchisor on or before the due date;

(xvi) The operation of the Restaurant under any name other than "Jet's Pizza," or another name specifically authorized by Franchisor;

(xvii) The use of furniture, fixtures, equipment, inventory, food, goods, or supplies that do not meet the standards or specifications of Franchisor, or that were purchased from a supplier that was not authorized or approved by Franchisor;

(xviii) Any violation of the agreement not to compete set forth in Section 12; or

(xix) The transfer or assignment of, or the attempt to transfer or assign, any interest in the Restaurant, the Franchise, or any assets related to the Franchise, contrary to the terms of this Agreement;

(xx) Any default described in Section 14.8;

(xxi) Any failure to comply with any federal, state, or local law or regulation material to the operation of the Restaurant or Franchise;

(xxii) Failure to allow Franchisor to inspect the Restaurant; or

(xxiii) Failure to obtain and maintain required computer system, hardware or software.

(b) Cure Period. For any other type of default, Franchisee shall be entitled to notice of default and thirty (30) days' opportunity to cure. If Franchisee is not able to cure the default within such time, or such longer period as applicable law may require, Franchisor may immediately terminate this Agreement. Franchisee shall be in default hereunder for any failure to substantially comply with any of the requirements imposed by this Agreement, as they may from time to time be supplemented in writing as permitted herein, or for any failure to carry out the terms hereof in good faith.

(c) Cross-Default. Any default by Franchisee under any other agreement between Franchisor or its affiliates as one party, and Franchisee or any of Franchisee's owners or affiliates as the other party that is so material as to permit Franchisor to terminate such other agreement, shall be deemed to be a default of this Agreement, and Franchisor shall have the right, at its option, to terminate this Agreement, effective immediately upon notice to Franchisee.

(d) Cross-Guarantee. In the event Franchisee or any owner of Franchisee now holds or later acquires any interest in a Jet's Pizza restaurant other than the Restaurant franchised under this Agreement, Franchisee and its owners shall unconditionally guarantee full performance and discharge by the franchisee of all of the franchisee's obligations under the franchise agreement for such Jet's Pizza restaurant, including without limitation the payment of all royalty fees, advertising fees, and other obligations.

(e) Extension of Cure Period by Operation of Law. Notwithstanding the termination provisions set forth above, in the event that any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this Agreement or the parties hereto limits Franchisor's rights of termination hereunder or shall require longer notice or cure periods than those set forth above, this Agreement shall be deemed amended to conform to the minimum notice or cure periods or restrictions upon termination required by such laws and regulations. Franchisor shall not, however, be precluded from contesting the validity, enforceability, or application of such laws or regulations in any action, proceeding, hearing, or dispute relating to this Agreement or the termination thereof.

(f) Cumulative Remedies. The rights and remedies granted to Franchisor by this Agreement will not be deemed to prohibit Franchisor from exercising any other right or remedy provided under this Agreement or permitted by law or equity. Franchisor's right to terminate this Agreement in accordance with this Section 15 shall be deemed to permit Franchisor to elect remedies other than termination.

15.2 Consequences of Termination.

(a) The termination of this Franchise by Franchisor shall in no way limit its right to recover damages or obtain other legal or equitable relief. Upon the termination or expiration of the Franchise, in addition to any other rights or remedies Franchisor may have, and in addition to any other consequences that may result, Franchisee's license to own and operate a Franchise, to learn and use the Franchise System, to use the Marks, and to use the Proprietary Information shall terminate.

(b) Franchisee shall immediately cease to operate the Restaurant, and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor.

(c) Franchisee shall immediately and permanently cease using, in any manner whatsoever, any Proprietary Information and the Marks or, and any variations which may confuse, deceive, or mislead the public. Franchisee shall immediately remove or permanently cover all signs or advertising identifiable in any way with Franchisor, the Marks, or the Franchise System; and if Franchisee fails to do so within twenty-four (24) hours of the termination of the Franchise, Franchisor or its agents may enter the premises and do so. Franchisee shall immediately return to Franchisor any documents or other media containing any Proprietary Information, including but not limited to the Operations Manual, as well as any other property of Franchisor in Franchisee's possession. At Franchisor's option, any sign bearing the "Jet's Pizza" name and/or the Marks will be deemed to be the property of Franchisor even though Franchisee may have paid a third party to make the sign.

(d) Franchisee shall immediately cease using the telephone number or numbers identified with the Restaurant under the name "Jet's Pizza." Upon the request of Franchisor, Franchisee shall assign the telephone number or numbers to Franchisor or another of its franchisees.

(e) Franchisee agrees not to use any reproduction, counterfeit copy, or colorable imitation of the Marks in connection with any other business or the promotion thereof which is likely to cause confusion, mistake, or deception, or which is likely to dilute the rights of the Franchisor or its affiliate in and to the Marks. Franchisee further agrees not to use any designation of origin or description or representation which falsely suggests or represents an association or connection with Franchisor.

(f) Franchisee shall promptly pay all sums owing to Franchisor and its affiliates, which obligation shall give rise to and remain, until paid in full, a lien in favor of Franchisor and its affiliates against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by Franchisee and on the Restaurant premises at the time of default. Franchisee shall immediately return and delete from electronic devices all materials containing Proprietary Information and furnish Franchisor with the name and address of all past and current Restaurant suppliers together with the amount(s) due, if any. Franchisee also shall return, at Franchisor's request, all unused products and ingredients which contain trade secrets, and Franchisor shall refund the purchase price thereof plus shipping charges.

(g) For three (3) years following the termination or expiration of this Agreement, Franchisee agrees to advise Franchisor of its current business and residential addresses and phone numbers.

15.3 Liquidated Damages for Royalties. In the event of the termination of this Franchise following Franchisee's default, Franchisee shall be liable to Franchisor for damages suffered. The parties acknowledge that Franchisor's damages would include royalties that would be paid if the Franchise had not been terminated and that this amount may be difficult or impossible to measure. Therefore, the parties agree that as liquidated damages for royalties due under this Agreement, but not for any other damages suffered by Franchisor, Franchisee shall pay Franchisor the amount shown in Schedule 1. If any court or tribunal finds this liquidated damages clause to be unenforceable because it is unreasonable, Franchisor may recover the greater of actual damages that it is able to prove, or liquidated damages in an amount that the court or tribunal determines to be reasonable.

15.4 Administrative Fees for Certain Defaults.

(a) Franchisee acknowledges that the integrity of the Marks and the value of being part of the Franchise System depend upon maintaining consistency and uniformity throughout the system.

The parties further acknowledge that certain types of default by Franchisee may be curable in nature but nevertheless may be important to maintaining the integrity of the Marks and the value of the Franchise and Franchise System. These might include defaults such as but not limited to the failure to prepare menu items according to the Operations Manual or prescribed recipes, the failure to maintain standards of cleanliness, the failure to purchase equipment, inventory items or supplies from approved sources or according to prescribed specifications, and the use of advertising materials without getting prior approval.

(b) Upon the occurrence of such defaults, Franchisor may be reluctant to terminate the Franchise in response to such a default, but they may nevertheless cause the devaluation of the Marks, and may cause Franchisor to incur additional administrative and personnel expenses to deal with these situations. In many cases, the Franchisor may choose, in its sole discretion, under the Agreement to terminate the Agreement, impose an administrative fee or refrain from any action. The parties agree that Franchisor may, in its sole discretion, choose to impose reasonable administrative fees for various defaults of this nature, provided that in no event shall the amount of the fee exceed $1,000 per default for the first occurrence, except for a breach of non-disparagement, a breach of credit card security, and for failure to comply with renewal requirements, the current amounts for which are set forth in Schedule 5. The current schedule of administrative fees is attached as Schedule 5. Franchisor may periodically revise the schedule of administrative fees, or impose new administrative fees, by publishing them in the Operations Manual, or otherwise announcing them to Franchisee. The late fee is not interest or penalty but compensates Franchisor for increased administrative and management costs due to Franchisee's default. The specification or imposition of a fine under this Section does not preclude Franchisor from exercising any other right or remedy available to it, including specific enforcement of this Agreement or termination of the Franchise. Similarly, Franchisor's election not to impose administrative fees in the past does not waive Franchisor's rights to impose them in the future.

15.5 Bankruptcy of Franchisee. In the event of the bankruptcy or insolvency of Franchisee, in addition to any other rights or remedies available to Franchisor, if federal or state law prohibits Franchisor from terminating this Agreement or the Franchise, and Franchisee or the bankruptcy trustee elects to affirm this Agreement, Franchisor shall be entitled to adequate assurance of Franchisee's performance of this Agreement. The parties agree that this may include but shall not be limited to the full payment of all amounts then due or overdue, the cure of any other default under this Agreement, and Franchisee's deposit of a cash bond with Franchisor equal to the estimated royalties and other amounts that would be due under this Agreement during the ensuing six (6) months, with the replenishment of the bond on a regular basis.

15.6 Right to Possession of Premises.

(a) If Franchisee or any affiliate, owner, or officer of Franchisee, or any of their respective family members, leases the Restaurant premises from a landlord who is not affiliated with Franchisee, Franchisee or its affiliate, owner or officer shall, at Franchisor's request, immediately assign to Franchisor, effective on the date specified by Franchisor, Franchisee's or its affiliate's, owner's or officer's interest in the lease for the Restaurant premises. Franchisee must provide a current copy of the lease for Franchisor's review in determining whether to request assignment of the lease. Franchisee shall also provide any landlord consent requested by Franchisor. Franchisor will have the right to further assign the lease, without recourse, to any affiliate or approved franchisee of Franchisor.

(b) If Franchisee or any affiliate, owner, or officer of Franchisee, or any of their respective family members, owns the Restaurant premises, that owner shall offer to sell or lease the premises to Franchisor, at Franchisor's option. Franchisor will designate a reputable, independent commercial real estate appraiser to determine the fair market purchase price and fair market rental rate for the premises based on comparisons with recent sale and lease transactions for similar buildings in the area. Franchisor will have thirty (30) days after receipt of the appraiser's determination of the fair market

purchase price and fair market rental rate to accept the offer to purchase the premises, accept the offer to lease the premises, or decline both offers. If Franchisor elects to purchase or lease, the parties will sign Franchisor's then-current form purchase agreement or then-current form lease, as applicable. In the case of a lease, the initial lease term and the number and length of renewal options must be commercially reasonable when compared to leases for similar space in buildings in the area. Franchisor will have the right to assign the purchase agreement or lease, without recourse, to any affiliate or approved franchisee of Franchisor.

(c) If Franchisor elects to assume Franchisee's lease or to enter into a purchase agreement or lease for the premises, Franchisee shall promptly vacate the premises, rendering all necessary assistance to Franchisor to enable it to take prompt possession thereof.

(d) If Franchisor does not assume Franchisee's lease or enter into a purchase agreement or lease for the Restaurant premises, Franchisee shall make such modifications or alterations to the premises (including but not limited to changing signs, color scheme, configuration, layout, wall tiles and floor tiles) immediately upon termination or expiration hereof as may be necessary to distinguish the appearance of the premises from that of a Jet's Pizza Restaurant. Franchisee shall make such specific additional changes as Franchisor may request to dissociate the location from the Franchise System.

15.7 Option to Purchase Assets.

(a) In the event of the termination of the Franchise following Franchisee's default, Franchisor or its assignee shall have the option to purchase some or all of the assets related to the Franchise. This option may be exercised without regard to whether Franchisee desires to sell any assets, to continue to operate the Restaurant, or to occupy the premises, pursuant to Section 15.6. Franchisor may elect which assets it desires to purchase, if any. The purchase price for the assets shall be their fair market value based upon their use in a restaurant. No amount shall be payable for goodwill, going concern value, or similar intangible assets.

(b) If Franchisor desires to exercise this option, it shall notify Franchisee in writing of its intent to exercise this option within thirty (30) days after the termination of the Franchise, specifying the assets it desires to purchase and its estimate of their fair market value. If Franchisor also desires to assume Franchisee's lease pursuant to Section 15.6, this thirty (30) day notice period shall run concurrently with the 30 day notice period in that Section.

(c) If Franchisee disagrees with Franchisor's estimate of the fair market value of the assets, and the parties cannot agree upon the fair market value, the fair market value of the assets shall be determined by an independent professional appraisal of the assets, as follows. Franchisor and Franchisee shall have thirty (30) days to either agree upon an appraiser or each select an appraiser. If either party fails to select an appraiser within thirty (30) days, or if later within ten (10) days after written notice of the other party's selection of an appraiser, the party shall be deemed to have agreed to the first appraiser.

(d) If two (2) appraisers are selected, they shall each conduct an appraisal. If the higher appraised value is not more than twenty percent (20%) more than the lower appraised value, the fair market value of the assets shall be the arithmetic mean of the two (2) appraised values. Otherwise, the two (2) appraisers shall select a third (3^{rd}) appraiser who shall appraise the fair market value of the assets.

(e) An independent professional appraiser means one who certifies in writing that:

(i) He or she is a member of a nationally recognized society of appraisers, and has prepared his or her appraisal of the assets in accordance with recognized national guidelines;

(ii) He or she has no present interest or contemplated future interest, either legal or equitable, in Franchisor, Franchisee or the assets, and that he or she has no personal interest or bias with respect to the subject matter nor the parties involved in the appraisal;

(iii) His or her employment and compensation for rendering the appraisal are not contingent upon any value found by him or her, nor upon anything else other than the delivery of a report for a predetermined fee; and

(iv) He or she has derived no more than five percent (5%) of his or her gross revenue during the preceding twelve (12) months from appraisal services performed for either of the parties or their Related Parties.

(f) The fair market value of the assets determined by this appraisal process shall be final and binding upon the parties, except that Franchisor shall have ten (10) days after completion of the appraisal to decline to purchase any assets for the value determined by the appraiser. Franchisor and Franchisee shall each pay the fee and expenses of the appraiser selected by it, and shall each pay one-half (1/2) of the fee and expenses of any appraiser mutually selected or selected by the two (2) appraisers that they selected.

(g) In connection with the purchase of any assets pursuant to this Section, Franchisor may audit the books and records of Franchisee and solicit its creditors to determine the amount of any balance due them from Franchisee. Franchisor may then advise Franchisee of any amounts due the creditors. If Franchisee fails to provide satisfactory evidence that such amounts are not owed or that the creditors have been paid in full, Franchisor may pay the amounts due the creditors and deduct such amounts from the purchase price for the assets otherwise due the Franchisee under this Section. The balance of the purchase price, if any, shall be paid to Franchisee at the closing.

(h) The closing shall take place within ten (10) days after the agreement of the parties as to the fair market value of the assets; or if the fair market value is determined by an independent appraiser within ten (10) days after the expiration of the ten (10) day period during which Franchisor may decline to purchase the assets at their appraised value.

16. Dispute Resolution.

16.1 Equitable Remedies. Franchisee acknowledges that in the event of its breach of Section 10, 11, 12 or 13 of this Agreement, Franchisor's damages may be irreparable or impossible to measure. Therefore, in addition to any other rights or remedies Franchisor has or may have, in the event of any breach or threatened breach of any of these Sections by Franchisee, Franchisor shall be entitled to equitable relief, including but not limited to an ex parte temporary restraining order, or a temporary or permanent injunction, to enforce the terms of this Agreement.

16.2 Time Limit on Bringing Claim. The parties agree that any claim by either party against the other shall be deemed to be waived and abandoned unless an action is commenced pursuant to this Agreement within one (1) year after the date of discovery or one (1) year after the termination or expiration of the Franchise, whichever is earlier.

16.3 Limit on Damages. The parties waive any right or claim either may have for any punitive damages, exemplary damages, pain and suffering, and any other non-economic damages. The parties agree that any damage award shall be limited to actual economic damages.

16.4 Arbitration. All controversies, disputes, or claims between Franchisee and Franchisor or any of its affiliates, officers, directors and/or employees shall be submitted for binding arbitration, on demand of either party, to the American Arbitration Association. The arbitration proceedings are to be conducted by three (3) arbitrators, all of whom are to be retired judges and are to be conducted according to then current commercial arbitration rules of the American Arbitration Association ("AAA"). All proceedings will be conducted at the office of AAA located in Southfield, Michigan. All matters relating to arbitration will be governed by the Federal Arbitration Act. Judgment upon the arbitrators' award may be entered into by any court of competent jurisdiction, provided that such award shall not be binding unless granted pursuant to a written opinion containing findings of fact and conclusions of law. The prevailing party shall be entitled to recover its reasonable attorney's fees.

17. Acknowledgments by Franchisee.

17.1 Delivery of Disclosure Document. Franchisee acknowledges that at least fourteen (14) calendar days before signing this Agreement or any related agreement, it received the Franchise Disclosure Document for this Franchise, and a copy of this Agreement and all related agreements; and Franchisee has had an adequate opportunity to review all of these items.

17.2 No Earnings Claims. Franchisee acknowledges that Franchisor has not in any way represented, estimated, or projected any level or anticipated range of sales, earnings, costs, or profits for this Franchise, nor represented the sales, earnings, costs, or profits of any other Jet's Pizza restaurant.

17.3 Opportunity to Consult with Advisors. Franchisee has consulted or has had adequate opportunity to consult with professional advisors with regard to its acquisition of this Franchise.

17.4 Acknowledgment of Risk. Franchisee acknowledges that this is a risky investment, but that it is financially and otherwise able to accept the risks associated with this investment.

17.5 No Guaranty of Success. FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR'S ASSISTANCE IN SITE SELECTION, FRANCHISOR'S APPROVAL OF THE FRANCHISE LOCATION, SIZE, LEASE, PLANS, OR BLUEPRINTS, FRANCHISOR'S TRAINING PROGRAM OR ONGOING ASSISTANCE, OR OTHER ASSISTANCE OR SERVICES RENDERED BY FRANCHISOR DO NOT CONSTITUTE A WARRANTY OR GUARANTY THAT THIS WILL BE A GOOD, SUCCESSFUL OR PROFITABLE INVESTMENT BY FRANCHISEE.

17.6 Adequate Funding. Franchisee has or has secured adequate funds, and has otherwise made complete and adequate preparations, to commence, open, and operate the Restaurant.

18. Miscellaneous.

18.1 Franchisor's Reasonable Business Judgment. Whenever Franchisor reserves or is deemed to have reserved discretion in a particular area or where Franchisor agrees or is deemed to be required to exercise its rights reasonably or in good faith, Franchisor will satisfy its obligations whenever it exercises Reasonable Business Judgment in making its decision or exercising its rights. A decision or action by Franchisor will be deemed to be the result of "Reasonable Business Judgment," even if other reasonable or even arguably preferable alternatives are available, if Franchisor's decision or action is intended, in whole or significant part, to promote or benefit the Franchise System generally, even if the decision or action also promotes a financial or other individual interest of Franchisor. Examples of items that will promote or benefit the Franchise System include, without limitation, enhancing the value of the Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the Franchise System.

18.2 Electronic Communications. To promote speed and the effectiveness of communication between Franchisor and its franchisees generally, the parties agrees as follows:

(a) Franchisee shall at all times maintain an e-mail address, shall notify Franchisor of the e-mail address, and shall promptly notify Franchisor of any change in its e-mail address. Any notice or other communication to Franchisee required or allowed under this Agreement may be sent to Franchisee via e-mail to its e-mail address on record with Franchisor, and any such notice or communication shall have the same legal effect as a notice or communication sent in any other manner.

(b) Franchisor may issue policies or announcements, and may otherwise communicate, with Franchisee and its franchisees generally by posting information to the Jet's Pizza website, and any such posting of information shall have the same legal effect as any other mode of communication.

18.3 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by Michigan law without regard to its conflict of law principles, except that any Michigan law regulating the sale of franchises or governing the relationship of a franchisor and its franchisees will not apply unless its jurisdictional requirements are met independently without reference to this Section 18.3. This Agreement shall be deemed to have been entered into in Michigan. Any action brought by Franchisor and Franchisee shall be conducted through arbitration in accordance with Section 16.4. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Franchisee, its affiliates and principals shall not dispute jurisdiction or venue in any forum established under this Section and shall not attempt to change venue established under this Section based on *forum non conveniens* or any other reason.

18.4 WAIVER OF TRIAL BY JURY. FRANCHISOR AND FRANCHISEE, AND THEIR AFFILIATES AND PRINCIPALS, IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ANY OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

18.5 LIMITATION OF CLAIMS. ALL CLAIMS ARISING UNDER THIS AGREEMENT OR FROM THE RELATIONSHIP BETWEEN THE PARTIES ARE BARRED UNLESS AN ACTION IS FILED WITHIN ONE (1) YEAR FROM THE DATE THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE FACTS CREATING THE CLAIM (AND TIMELY SERVED ON THE OPPOSING PARTY), OR SUCH SHORTER PERIOD REQUIRED BY ANY APPLICABLE LAW OR STATUTE, EXCEPT FOR CLAIMS RELATING TO THE FINANCIAL OBLIGATIONS OF FRANCHISEE OR FRANCHISEE'S POST-TERM OBLIGATIONS UNDER THIS AGREEMENT.

18.6 WAIVER OF PUNITIVE DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, FRANCHISOR AND FRANCHISEE, AND THEIR AFFILIATES AND PRINCIPALS, WAIVE IN ANY JUDICIAL ACTION, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM OF ANY SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH WILL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY THAT PARTY.

18.7 NO CLASS ACTIONS. NEITHER FRANCHISEE NOR FRANCHISOR SHALL SEEK TO LITIGATE AGAINST THE OTHER PARTY TO THIS AGREEMENT OR SUCH PARTY'S AFFILIATES, EITHER AS A REPRESENTATIVE OF, OR ON BEHALF OF, ANY OTHER PERSON, CLASS, OR ENTITY IN ANY DISPUTE, CONTROVERSY, OR CLAIM OF ANY KIND ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, THE RIGHTS AND OBLIGATIONS OF THE PARTIES, THE SALE OF THE FRANCHISE, OR OTHER CLAIMS OR CAUSES OF ACTION

RELATING TO THE PERFORMANCE OF EITHER PARTY TO THIS AGREEMENT. NO ACTION OR PROCEEDING UNDER THIS AGREEMENT SHALL ADD AS A PARTY, BY CONSOLIDATION, JOINDER, OR IN ANY OTHER MANNER, ANY PERSON OR PARTY OTHER THAN FRANCHISEE AND FRANCHISOR AND ANY PERSON IN PRIVITY WITH, OR CLAIMING THROUGH, IN THE RIGHT OF, OR ON BEHALF OF, FRANCHISEE OR FRANCHISOR, UNLESS BOTH FRANCHISEE AND FRANCHISOR CONSENT IN WRITING. FRANCHISOR HAS THE ABSOLUTE RIGHT TO REFUSE SUCH CONSENT. FRANCHISEE AGREES AND ACKNOWLEDGES THAT ANY JUDICIAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING FROM OR RELATING TO THIS AGREEMENT, THE RELATIONSHIP BETWEEN THE PARTIES, OR ANY AGREEMENT OR RELATIONSHIP BETWEEN FRANCHISEE AND ANY AFFILIATE OF FRANCHISOR WILL BE CONSIDERED UNIQUE ON ITS FACTS AND MAY NOT BE BROUGHT AS A CLASS OR GROUP ACTION.

18.8 Costs and Legal Fees. In connection with any failure by Franchisee to comply with this Agreement, regardless of whether there is any legal proceeding to enforce the terms of this Agreement, Franchisee shall reimburse Franchisor, upon demand, for the costs and expenses incurred by Franchisor as a result of such failure and Franchisor 's enforcement of the terms of this Agreement, including, without limitation, accountants', attorneys', attorneys' assistants and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel expenses. If Franchisee initiates a legal proceeding against Franchisor, and if Franchisee does not prevail in obtaining the relief Franchisee was seeking in such legal proceedings, then Franchisee shall reimburse Franchisor for the costs and expenses incurred by Franchisor as a result of such legal proceedings, including, without limitation, accountants', attorneys', attorneys' assistants and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel expenses, whether incurred prior to, in preparation for, in contemplation of, or in connection with such legal proceedings.

18.9 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns.

18.10 Integration Clause. This Agreement, including any Addenda (including a Renewal Addendum), Schedules, represents the entire agreement of the parties with respect to this subject matter, and supersedes any agreement or understanding of the parties prior to entering into this Agreement, including but not limited to any franchise agreement previously executed with respect to the Franchise for a prior term or under prior ownership. This integration clause is not, however, intended to disclaim any statements or representations made in the Franchise Disclosure Document.

18.11 Notices. Any notice under this Agreement shall be in writing, and shall be deemed sufficient if delivered personally, mailed by certified or registered mail, return receipt requested, sent via facsimile or, in the case of notice to Franchisee, sent via e-mail. Notice shall be deemed to have been given when personally delivered, two (2) business days after having been mailed by certified or registered mail, return receipt requested, or one (1) business day after transmission via facsimile or e-mail. Notice to Franchisee shall be delivered to the Restaurant, if personally delivered or sent by certified or registered mail, or to the facsimile number or e-mail address on record with Franchisor. Notice to Franchisor shall be sent to its registered address in the State of Michigan, or its facsimile number as to which it has notified Franchisee. Either party may change its address, facsimile number or e-mail address for purposes of receiving notice by proper notice to the other party given pursuant to this Section.

18.12 Third Party Beneficiaries. Franchisor's other franchisees are intended to be third party beneficiaries of Section 12 of this Agreement. Franchisee's suppliers are intended to be third party beneficiaries of Section 8.2 of this Agreement.

18.13 Personal Guaranty. If Franchisee is a corporation, limited liability company, limited partnership, or other entity in which the owners have limited liability, each individual or entity that owns any direct or indirect interest of ten percent (10%) or greater in Franchisee must jointly and severally personally guarantee Franchisee's duties and obligations under this Agreement in writing in a form satisfactory to Franchisor. Any individual that is or becomes the spouse of any individual required to provide a personal guarantee shall execute the guarantee jointly and severally with that individual.

18.14 Relationship of the Parties.

(a) It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them; that Franchisee is an independent contractor; and that nothing herein is intended to make either party an agent, legal representative, subsidiary, joint venturer, partner, employee, employer, joint employer, enterprise, or servant of or with the other, for any purpose.

(b) Franchisee shall conspicuously identify itself and the Restaurant in all dealings with its employees, customers, contractors, suppliers, public officials, and others, as an independent franchisee of Franchisor, and shall place such notice of independent ownership in its Restaurant and on all forms, business cards, stationery, payroll records, advertising, signs, and other materials, and in any electronic medium approved by Franchisor, in such fashion as Franchisor may specify from time to time in the Operation Manual or otherwise in writing.

(c) Franchisee acknowledges and agrees that it is not authorized to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name; and that Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall Franchisor be liable by reason of any act or omission of Franchisee in its conduct of the Restaurant or for any claim or judgment arising therefrom against Franchisee or Franchisor.

18.15 Manufacturer Warranties. Franchisee acknowledges and agrees that Franchisor is not the manufacturer of most of the items supplied by suppliers of the Franchise System. All claims and actions based on any manufacturer warranty must be made and prosecuted by Franchisee against the applicable manufacturer and/or warrantor at Franchisee's own expense, unless specifically agreed to in writing by Franchisor. Franchisee acknowledges and agrees that Franchisor has no responsibility or liability with respect to any warranty from other manufacturers and no obligation to raise or prosecute any claim or action based on a breached warranty on Franchisee's behalf. **FRANCHISEE ACKNOWLEDGES AND AGREES THAT FRANCHISOR HAS DISCLAIMED ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THE ITEMS SUPPLIED BY ANY SUPPLIER OF THE FRANCHISE SYSTEM, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, AND THOSE WARRANTIES ARISING BY LAW, CUSTOM, USAGE, TRADE PRACTICE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. FRANCHISOR DOES NOT WARRANT THAT ANY ITEM SUPPLIED BY A SUPPLIER TO THE FRANCHISE SYSTEM WILL MEET FRANCHISEE'S EXPECTATIONS OR THAT ANY EQUIPMENT OR SOFTWARE SUPPLIED WILL OPERATE UNINTERRUPTED OR ERROR-FREE. FRANCHISEE ACKNOWLEDGES AND AGREES THAT THERE ARE NO WARRANTIES BY FRANCHISOR WHICH EXTEND TO THE ITEMS AND GOODS SUPPLIED TO FRANCHISEE. TO THE EXTENT PERMITTED BY LAW, FRANCHISEE SPECIFICALLY WAIVES ALL RIGHTS TO MAKE CLAIMS OR ASSERT DEFENSES AGAINST FRANCHISOR, AND AGREES THAT FRANCHISOR WILL NOT BE LIABLE TO FRANCHISEE FOR, ANY LOSS, DAMAGE, INJURY, DIMINUTION IN VALUE,**

LIABILITY, EXPENSE, OR COST ARISING OUT OF OR RELATED TO AN ITEM MANUFACTURED OR WARRANTED BY A THIRD PARTY.

18.16 Attorney Fees. Franchisor shall be entitled to recover from Franchisee any and all attorney fees and other costs it incurs in collecting any amounts due under this Agreement or otherwise enforcing the terms of this Agreement. Likewise, Franchisee shall be entitled to recover from Franchisor its attorney fees and costs incurred in compelling Franchisor to fulfill its duties and obligations under this Agreement.

18.17 Severability and Construction. Except as expressly provided to the contrary herein, each portion, section, part, term, and/or provision hereof shall be considered severable; and if, for any reason, any portion, section, part, term, and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, and/or provisions hereof as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, and/or provisions shall be deemed not to be a part hereof.

18.18 Survival of Modified Covenants. Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part hereof, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

18.19 Schedules. All Schedules to this Agreement are intended to be part of this Agreement.

18.20 Modifications. Except as provided below, this Agreement may be modified or amended only by the written agreement of the parties:

(a) By a court, under Section 12, concerning Franchisee's agreement not to compete, or Section 15.3, concerning liquidated damages for royalties; or

(b) Franchisor reserves the right to modify this Agreement as follows, provided that the change does not materially change Franchisee's duties or obligations, or the nature or value of the Franchise:

(i) To comply with a judgment, order, or directive of a court, tribunal, or government agency that finds or determines that any term or condition of this Agreement, or any practice engaged in by Franchisor, violates any franchise law or regulation, or other law or regulation;

(ii) To comply with any change in any applicable federal, state or local law, rule or regulation concerning franchising; or

(iii) To establish or modify the Operations Manual or other policies, procedures, standards or specifications from time to time.

(c) Franchisor has the right to unilaterally modify this Agreement if the modification is approved by a vote or the written consent of a majority of the franchised Restaurants in operation at that time. If a proposed modification is approved by a majority of the franchised Restaurants, Franchisee will be given written notice of the modification and the effective date of the modification. The effective date of the modification will be at least fourteen (14) days after the written notice. Franchisor's right to modify this

Agreement under the provisions of this Section will be in addition to and will not limit or act as a condition on Franchisor's right to unilaterally modify this Agreement and/or the Franchise System as otherwise permitted in this Agreement.

18.21 Waivers and Extensions. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee by providing any waiver, approval, consent, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor. No delay, waiver, omission, or forbearance on the part of Franchisor to exercise any right, option, duty, or power arising out of any breach or default by Franchisee, or by any other franchisee, of any of the terms, provisions, or covenants thereof, shall constitute a waiver by Franchisor to enforce any such right, option, or power as against Franchisee, or as to subsequent breach or default by Franchisee. Subsequent acceptance by Franchisor of any payments due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding or succeeding breach by Franchisee of any terms, covenants, or conditions of this Agreement. No extension of the time for performance of any obligation or other act shall be deemed to be an extension of the time for the performance of any other obligation or any other act.

18.22 Time of the Essence. The parties agree and acknowledge that time is of the essence with regard to Franchisee's obligations under this Agreement.

18.23 Section Headings. The Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

18.24 Survival Clause. The provisions of Sections 1, 2, 5, 9.3, 10, 11, 12, 15, 16, 17, 18, and 19 shall survive the termination of the Franchise and this Agreement.

18.25 Multiple Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall constitute an original Agreement, but all of which shall constitute only one Agreement. Execution and delivery of an executed party's signature page of this Agreement by electronic signature, whether digital or encrypted, is intended to authenticate this writing and to have the same force and effect as a manual signature.

19. Acknowledgements and Representations.

19.1 Recognition of Business Risks. Franchisee and its principals acknowledge that the business venture contemplated hereby involves business risks, which could result in the loss of a significant portion or all of Franchisee's investment, and that Franchisee's success will be largely dependent upon the ability of Franchisee as an independent business person (or the ability of the principals, if Franchisee is a corporation or other entity). Franchisor expressly disclaims the making of, and Franchisee and its principals acknowledge that they have not received, any warranty, guarantee, or representation, express or implied, from any employee or agent of Franchisor, as to the prior, current, or potential sales, income, profits, cash flows, or success of the business venture contemplated by this Agreement or of other restaurants, or of the suitability of the Location of the Restaurant.

19.2 Receipt of Franchise Offering Materials. Franchisee acknowledges that it received a Franchisor Franchise Disclosure Document, as required under federal and applicable state franchise disclosure law, at least fourteen (14) calendar days before signing this Agreement or any other binding agreement; or paying any fees to Franchisor or its affiliates. In addition, if Franchisor materially altered the provisions of this Agreement, any attachments relating thereto, or any related agreements attached to the Franchisor Franchise Disclosure Document (except as a result of negotiations Franchisee initiated),

Franchisee acknowledges that it received a copy of this Agreement or the related agreement at least seven (7) calendar days before signing it.

19.3 Review of Franchise Offering Materials. Franchisee acknowledges that it has read and understands the Franchise Disclosure Document, this Agreement, and the attachments hereto, and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into this Agreement.

19.4 Uniformity of Agreements. Franchisee acknowledges that it is aware that other franchisees of Franchisor operate under a number of different forms of franchise agreements that were entered into at different times and for different locations and that, consequently, the obligations and rights of the parties to such other agreements may differ materially in certain instances from Franchisee's rights and obligations under this Agreement.

19.5 No False Statements. Franchisee acknowledges and represents that all information submitted to Franchisor by Franchisee and its owners, including but not limited to all applications, financial information, the Ownership Certificate, and all other documents and information, is true, correct, and complete in all respects and does not omit any material statement or item of fact necessary to make the statements made therein not false or misleading. Franchisee agrees to promptly advise Franchisor of any material change in the information or statements submitted to Franchisor. Franchisee acknowledges and understands that Franchisor has entered into this Agreement in reliance on the statements and information submitted to Franchisor by Franchisee and its owners, and that any material breach, inaccuracy, or omission is grounds for Franchisor to terminate this Agreement.

19.6 No Conflicting Agreements. Franchisee acknowledges and represents that neither Franchisee nor any owner of Franchisee is a party to or is otherwise subject to any other agreement, promise, representation, warranty, covenant, court order, settlement agreement, or other legal or equitable obligation that conflicts with this Agreement or prohibits or limits Franchisee or its owners from entering into this Agreement or from fulfilling all of Franchisee's obligations under this Agreement.

19.7 No Other Beneficiaries. Franchisor is not obligated or liable, as a result of this Agreement, to any person or entity that is not a party to this Agreement. Franchisee understands that Franchisee is not a third party beneficiary of any other franchise agreement between Franchisor and other franchisees, and that Franchisee has no independent right to enforce the terms of, or require performance under, any other franchise agreement.

19.8 Terrorist and Money Laundering Activities. Franchisee and its principals, owners, officers, directors, members, partners and agents represent and warrant to Franchisor that: (a) they are not identified by name or alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (text is currently available at www.treas.gov/offices/enforcement/ofac) (b) they are not directly or indirectly owned or controlled by the government of any country that is subject to a United States embargo; (c) they will not act directly or indirectly on behalf of the government of any country that is subject to a United States embargo; and (d) they are in full compliance with all laws proscribing money laundering and corrupt practices. Further, Franchisee and its principals, owners, officers, directors, members, partners and agents represent and warrant to Franchisor that they have not violated and agree not to violate any law prohibiting corrupt business practices, money laundering or the aid or support of persons who conspire to commit acts of terror against any person or government, including acts prohibited by the USA Patriot Act (text currently available at http://www.epic.org/privacy/terrorism/hr3162.html) U.S. Executive Order 13244 (text currently available at http://www.treas.gov/offices/enforcement/ ofac/sanctions/terrorism.html) or any similar law. The foregoing constitute continuing representations and warranties, and Franchisee and its

principals, owners, officers, directors, members, partners and agents must immediately notify Franchisor in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

[Signatures on the Following Page]

IN WITNESS OF this Franchise Agreement, the parties have signed below.

FRANCHISOR:	**FRANCHISEE**:
JET'S AMERICA, INC.	_____
_____	_____
Name: John Jetts	Name: _____
Its: President	Its: _____
Date: _____	Date: _____

FDD SCHEDULE 1 (FEES) TO FRANCHISE AGREEMENT

SCHEDULE 1
FEES, DEPOSITS AND SPENDING REQUIREMENTS

Initial Franchise Fee	$25,000*
Initial Training Program (per person)**	$1,000 (not including training apparel; estimated cost of apparel is between $100-$200)
Evaluation Fee for Approval of New Supplier**	$1,000, plus out-of-pocket expenses incurred by Jet's
Minimum Monthly Expenditure on Advertising (including any contributions to General Advertising Fund or Regional Advertising Fund)	$3,800
Contribution Formula to Regional Advertising Fund***	25¢ per box + 10¢ per box
Transfer Fee**	Up to $6,000
Renewal Fee	$4,000
Liquidated Damages under Section 15.3	Maximum $20,000****

* If the Franchisee is at least 20% owned by a person who serves in active duty or who has served in the military, naval or air service and was not dishonorably discharged, then the Initial Franchise Fee will be $12,500, reflecting a 50% discount for military veterans.

** The amount or formula shown above is the current fee or formula, but is subject to change at the discretion of Franchisor. With respect to the Initial Training Program, the cost for the first two people participating in the program is included in the Initial Franchise Fee. If Franchisee elects to have more than two people trained, then Franchisee must pay Franchisor the standard fee for each additional person.

*** In addition to the regular 25¢ per box purchased for ordinary expenses, you must also pay an extra 10¢ per box purchased for every box purchased in excess of those purchased in the same month of the prior year. So, for example, if 300 boxes were purchased in January of the prior year, and 350 boxes were purchased in January of the current year, you must pay 10¢ for 50 boxes. This fee is utilized to pay Zimmerman Advertising LLC a performance-based bonus for its marketing and advertising services. Should the Restaurant close temporarily, in accordance

with Section 4.8 of the Franchise Agreement, the 25¢ box fee owed during the period of closure shall be calculated by taking the average of the prior two months’ box fees leading up to the temporary closure.

****In case there are less than 36 months remaining in the term of the Franchise Agreement, the number of months multiplied by $555.55 will equal the liquidated damages.

Acknowledgement by parties that this Schedule is part of the Franchise Agreement:

FRANCHISOR:

JET'S AMERICA, INC.

John Jetts, President

Date

FRANCHISEE:

Signature

Name of Person Signing

Company

Position of Person Signing

Date

FDD SCHEDULE 2 (LOCATION AND TERRITORY) TO FRANCHISE AGREEMENT

SCHEDULE 2

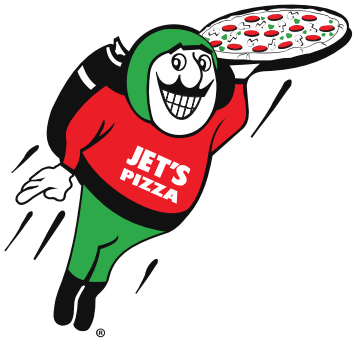
Name and Location			
	Franchisor’s Initials	Franchisee’s Initials	Date
Franchisee’s Business Name:			
Location (address):			

FDD SCHEDULE 3 (MARKS) TO FRANCHISE AGREEMENT

SCHEDULE 3
MARKS

Franchisor's Marks currently include the following:

1. The following logo(s):



2. The following trademarks and/or service marks:

Trademark or Service Mark	U.S. Trademark Office Registration or Serial Number
“4 Corner Pizza” and logo	86855204
4 CORNER PIZZA *(logo only)*	5032003
“8 Corner Pizza” and logo	3,933,302
“8 Corner Pizza” (nonstylized words only)	4,267,021
“All Meaty”	5,129,170
“Baby Pac”	2,047,528
“Bold Fold”	86876582/5094141
Better, because it has to be.	88265255
“Deli Boats”	2,047,526
“Deep Dish Bread”	4,626,561
“Deep Dish Duo”	4,826,143
“Eugene Supreme”	86842484/5012413
“Flavorize your Crust for Free”	3,754,367

Trademark or Service Mark	U.S. Trademark Office Registration or Serial Number
“Jet 10”	3,145,297
“Jet Pac”	2,047,527
Jetman logo (color)	3,890,313
Jetman & words logo (color)	3,890,314
Jetman & words logo (b&w)	4,035,889
“Jet’s”	2,150,029
“Jet’s”	3,934,048
“Jet’s”	5236704
“Jet’s Boats”	2,096,791
“Jet’s Bread”	2,343,006
“Jet’s Pizza” (stylized)	2,712,642
“Jet’s Pizza” (words only – nonstylized)	3,889,969
Jet’s Pizza (logo jet man design)	2,133,757
“Jetstix”	5,127,911
“Jetzee”	4,164,378
“Let’s Get Jet’s”	3,802,330
“Life is Short. Eat Better Pizza.”	3,825,678
“Meatball Supremo”	5,139,253
“Respect the Crunch”	86537040/4812701
“Turbo Crust”	2,787,930
“Turbo Stix”	3,884,914

INTERNATIONAL IP

IE JETMAN JET'S PIZZA LOGO	2017/01047
CATM Jet's Pizza & Design	585,891

FDD SCHEDULE 4 (LEASE RIDER) TO FRANCHISE AGREEMENT

SCHEDULE 4

Jet's Pizza
STANDARD LEASE RIDER

THIS RIDER is attached to and part of a lease between the landlord ("Landlord") and tenant ("Tenant"), and concerns the premises (the "Premises"), described below:

Landlord	Name	
	Address	
	Telephone/FAX Numbers	
	Contact Person	
Tenant	Name	
	Address	
	Telephone/FAX Numbers	
	Contact Person	
Premises		

THE PARTIES AGREE AS FOLLOWS:

1. Construction of Rider. This Rider is referred to as the "Rider." The lease form in connection with which this Rider is being executed is referred to as the "Primary Lease Form." The Rider and the Primary Lease Form, together, constitute the "Lease." To the extent of any conflict, the provisions of this Rider shall supersede those of the Primary Lease Form.

2. Franchisor is Third Party Beneficiary. Tenant is a franchisee of JET'S AMERICA, INC., a Michigan corporation ("Franchisor"). The Premises are to be the location of a Jet's Pizza franchise restaurant. The purpose of this Rider is to grant Franchisor a certain amount of control over the Premises under certain circumstances, and over Tenant's conduct of the franchise business at the Premises. Accordingly, Franchisor is a third party beneficiary of this Lease.

3. Notice to Franchisor.

3.1 Landlord agrees to provide Franchisor with thirty days' prior written notice of any of the following:

(a) The cancellation or termination of the Lease by either Landlord or Tenant prior to the expiration date stated in the Lease;

(b) [Any assignment or proposed assignment of the Lease by either Landlord or Tenant];

(c) [Any sublease or proposed sublease of the Premises by Tenant];

(d) Any modification of the Lease;

(e) [Tenant's exercise or intent to exercise of any option to extend or renew the Lease]; or

(f) [The renewal of the existing Lease by Landlord and Tenant, or the execution of a new lease].

3.2 Landlord agrees to provide contemporaneous written notice to Franchisor of any notice of default given to Tenant and allow Franchisor to cure such default within _____ days of receipt of such notice by Franchisor.

3.3 Landlord must provide written notice to Franchisor within fifteen days after Landlord commences any legal action against Tenant, including but not limited to an action for eviction.

4. Tenant's Right to Assign the Lease. Tenant shall have the right to assign the Lease to Franchisor or to any other franchisee of Franchisor, provided the assignee assumes all of Tenant's obligations under the Lease.

5. Franchisor's Right to Assume Lease. Franchisor shall have the right to assume the Lease within _____ days of receipt of a notice from Landlord of any of the following circumstances:

5.1 Tenant assigns the Lease to Franchisor under Section 4;

5.2 The expiration or termination of Tenant's franchise; or

5.3 The expiration, cancellation or termination of the Lease, or Landlord's eviction of Tenant from the Premises for any reason.

5.4 The notice of Tenant’s default.

Franchisor's right to assume the Lease is assignable to any of its other franchisees, provided the assignee assumes all of Tenant's obligations under the Lease.

6. Signs. Tenant shall have the right to install at the Premises professionally prepared window banners, promotional banners and posters, window decals, and announcements, on the inside of the plate glass windows, regardless of any sign criteria previously or subsequently prescribed by Landlord.

7. Franchisor's Marks. Landlord acknowledges that it has no ownership rights with respect to Franchisor's trademarks and service marks (the "Marks"), including but not limited to the name "Jet's Pizza." Landlord disclaims any right it may have or may otherwise acquire under the Lease or by law, to any signs, banners or other assets of Tenant or Franchisor bearing any of Franchisor's Marks.

8. Restrictive Covenant. If the Premises are located in a shopping center or mall, Landlord shall not allow any tenant located in any other portion of the shopping center or mall to engage in a business in which ten (10%) percent or more of the gross revenue is derived from the sale of pizza.

9. Compliance with Laws. Franchisor shall have no responsibility for the compliance with any applicable federal, state or local law concerning the Premises, including but not limited to the Americans with Disabilities Act, until such time as Franchisor receives an assignment of or assumes the Lease and takes possession of the Premises.

10. Binding Effect. This Rider shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

LANDLORD:	TENANT:
_____	_____
Signature	Signature
_____	_____
Name of Person Signing	Name of Person Signing
_____	_____
Position	Position
_____	_____
Date	Date

FDD SCHEDULE 5 (ADMINISTRATIVE FEES) TO FRANCHISE AGREEMENT

SCHEDULE 5
SCHEDULE OF ADMINISTRATIVE FEES FOR VARIOUS DEFAULTS

1. Purchase or use of equipment, goods or supplies from unapproved suppliers, or that do not meet prescribed specifications:

   1st Offense: $250
   Failure to cure within prescribed cure period, or 2nd or subsequent offense: $500

2. Use of unauthorized advertising materials: All print advertising and marketing materials (EDDMs, flyers, Bob Toppers, Mailshark, local print, etc.) must be submitted and approved by Jet's Pizza Marketing Dept. to ensure compliance with Jet's Pizza Brand Standards.

   1st Offense: $250
   Failure to cure within prescribed cure period, or 2nd or subsequent offense: $500

3. Failure to comply with Operations Manual with regard to preparation of menu items:

   1st Offense: warning
   Failure to cure 1st offense within prescribed cure period, or 2nd offense: $250
   Failure to cure 2nd offense within prescribed cure period, or 3rd or subsequent offense: $500

4. Failure to comply with Operations Manual with regard to store appearance:

   1st Offense: warning
   Failure to cure 1st offense within prescribed cure period, or 2nd offense: $250
   Failure to cure 2nd offense within prescribed cure period, or 3rd or subsequent offense: $500

5. Mistreatment, abuse of customers (both written and/or verbal), or failure to address customer complaints to the reasonable satisfaction of Franchisor:

   1st Offense: warning
   Failure to cure 1st offense within prescribed cure period, or 2nd offense: $250
   Failure to cure 2nd offense within prescribed cure period, or 3rd or subsequent offense: $500

6. Failure to obtain executed confidentiality agreements or agreements not to compete from employees or other persons required under Franchise Agreement:

   1st Offense: warning
   Failure to cure 1st offense within prescribed cure period, and 2nd offense: $250

Failure to cure and 2nd offense within prescribed cure period, or 3rd or subsequent offense: $500

7. Sale or transfer of the Franchise, the Restaurant, or the franchised business, without the prior written consent of Franchisor: $500

8. Late payment of royalties:

   1st Offense: $250
   Failure to cure within prescribed cure period, and 2nd or subsequent offense: $500

9. Unauthorized use of the Marks:

   1st Offense: $250
   Failure to cure within prescribed cure period, and 2nd or subsequent offense: $500

10. Failure to submit required reports when due:

    1st Offense: $250
    Failure to cure within prescribed cure period, and 2nd or subsequent offense: $500

11. Failure to comply with the Policy Against the Disparagement and Unauthorized Use or Display of Jet's Brand and Marks, as set forth in the Operations Manual's Supplemental Policies including but not limited to: social media posts (such as Facebook, Instagram, TikTok, etc.) by employees, photos, texts, and/or interviews, on any platform that is publicly accessible:

    Each Offense: up to $20,000 (to be determined by Franchisor)

12. Failure to update in-store signage. All signage must be updated to current brand standards. No other signage should be displayed at store level that is visible to customer.

    1st Offense: Warning – to be given in writing (letter or email); thirty day period to correct.
    Failure to cure within prescribed cure period, and 2nd or subsequent offense: $500

13. Unauthorized social post(s) on any platform (including Facebook, Instagram, TikTok, etc.) are not permitted.

    1st Offense: Warning – to be given in writing (letter or email); thirty day period to correct.
    Failure to cure within prescribed cure period, and 2nd or subsequent offense: $500

14. Unauthorized TV and Radio advertising is prohibited. All creative must be submitted and approved by Jet's Pizza Marketing Dept. to ensure compliance with Jet's Pizza Brand Standards.

    1st Offense: $500
    Failure to cure within prescribed cure period, and 2nd or subsequent offense: $500

15. Failure to comply with renewal requirements: in the event Franchisor decides in its discretion to allow for a conditional renewal of a Franchise Agreement, Franchisee shall be subject to pay the following fees for late compliance:

    1st Offense: $3,000
    Failure to cure within prescribed cure period, and 2nd or subsequent offense: $6,000

16. Failure to adhere to mandatory operating hours as required under the Operations Manual:

    Without approval by Franchisor: $500 per day
    If Franchisee provides at least 24 hours' notice to Franchisor, submits satisfactory evidence of a bona fide reason, and obtains Franchisor's approval: $250 per day

Information Technology Fees

17. PCI Compliance Fee

    1st Offense: $500 per month until fixed. If fixed within 30 days the month's fee may be refunded.

18. Credit Card Breach Negligence Fine

    1st Offense: $25,000

    Only for use in cases of breach where Jet's America finds the franchisee to be negligent of maintaining PCI compliance.

19. Unapproved POS

    1st Offense: $1,000 per month until fixed. If fixed within 30 days the month's fee may be refunded.

20. Unapproved or Unutilized (missing) Online Ordering platform

    1st Offense: $1,000 per month until fixed. If fixed within 30 days the month's fee may be refunded.

21. Contracted Use of Unapproved Aggregator

    1st Offense: $500 per month until fixed. If fixed within 30 days the month's fee may be refunded.

FDD EXHIBIT B
FINANCIAL STATEMENTS

Jet's America, Inc.

Consolidated Financial Statements
Years Ended December 31, 2021, 2020 and 2019

The report accompanying these financial statements was issued by BDO USA, LLP, a Delaware limited liability partnership, and the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

Jet's America, Inc.

Consolidated Financial Statements
Years Ended December 31, 2021, 2020 and 2019

Jet's America, Inc.

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Independent Auditor's Report

To the Board of Directors and Stockholders
Jet's America, Inc.
Sterling Heights, Michigan

Opinion

We have audited the accompanying consolidated financial statements of Jet's America, Inc., (the "Company"), which comprise the consolidated balance sheets as of December 31, 2021, 2020 and 2019, and the related consolidated statements of income, stockholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021,2020, and 2019, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Emphasis of Matter – Change of Accounting Method

As discussed in Note 2 to the consolidated financial statements, the Company has changed its accounting method of accounting for revenue from contracts with customers in 2020. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

BDO USA, LLP, a Delaware limited liability partnership, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

BDO USA, LLP

Troy, Michigan
April 28, 2022

Consolidated Financial Statements

Jet's America, Inc.

Consolidated Balance Sheets

December 31,	**2021**	2020	2019
Assets			
Current Assets			
Cash	**$ 13,091,607**	$ 11,471,123	$ 7,914,702
Accounts receivable	**3,508,012**	3,178,956	2,691,109
Inventory	**4,546**	7,045	8,053
Note receivable	**6,090**	5,655	5,322
Prepaid expenses	**53,417**	78,170	62,979
Total Current Assets	**16,663,672**	14,740,949	10,682,165
Property and Equipment, net	**227,426**	267,566	436,280
Intangible Assets	**435,734**	417,523	393,463
Note Receivable, net of current portion	**31,556**	39,229	44,879
Total Assets	**$ 17,358,388**	$ 15,465,267	$ 11,556,787
Liabilities and Stockholders' Equity			
Current Liabilities			
Accounts payable	**$ 1,979,718**	$ 1,344,537	$ 1,744,374
Unspent advertising funds	**-**	-	2,492,438
Current maturities of long-term debt	**-**	129,184	-
Accrued and other current liabilities:			
Accrued compensation	**102,648**	113,198	164,888
Distributions payable	**108,600**	108,600	108,600
Deferred franchise fees, current	**445,366**	385,677	217,500
Gift cards redeemable	**560,870**	449,831	537,435
Other accrued liabilities	**127,934**	118,876	82,705
Total Current Liabilities	**3,325,136**	2,649,903	5,347,940
Other Long-term Liabilities			
Deferred franchise fees, net of current portion	**1,656,676**	1,216,042	135,000
Long term debt, net of current portion	**-**	360,593	-
Total Liabilities	**4,981,812**	4,226,538	5,482,940
Stockholders' Equity	**12,376,576**	11,238,729	6,073,847
Total Liabilities and Stockholders' Equity	**$ 17,358,388**	$ 15,465,267	$ 11,556,787

See accompanying notes to consolidated financial statements.

Jet's America, Inc.

Consolidated Statements of Income

Year ended December 31,	**2021**	2020	2019
Net Revenue			
Royalty revenue	**$ 11,132,721**	$ 10,181,659	$ 8,945,244
Advertising revenue	**11,104,953**	10,462,924	-
Vendor rebates	**4,630,594**	5,213,742	-
Franchise revenues	**503,177**	508,624	510,000
Other revenues	**82,773**	264,851	152,185
Total Net Revenue	**27,454,218**	26,631,800	9,607,429
Cost of Revenue	**91,064**	64,153	16,044
Gross Profit	**27,363,154**	26,567,647	9,591,385
Operating Expenses	**22,030,338**	19,457,637	5,323,834
Operating Income	**5,332,816**	7,110,010	4,267,551
Nonoperating Income			
Interest income	**2,316**	3,523	4,730
Forgiveness of PPP Loan	**489,777**	-	-
Other income	**278,389**	148,233	211,180
Total Nonoperating Income	**770,482**	151,756	215,910
Net Income	**$ 6,103,298**	$ 7,261,766	$ 4,483,461

See accompanying notes to consolidated financial statements.

Jet's America, Inc.

Consolidated Statement of Changes in Stockholders' Equity

	Common Stock	Additional Paid-in Capital	Retained Earnings	Total
Balance, December 31, 2018	$ 21,332	$ 14,668	$ 4,634,999	$ 4,670,999
Net income	-	-	4,483,461	4,483,461
Distributions	-	-	(3,080,613)	(3,080,613)
Balance, December 31, 2019	21,332	14,668	6,037,847	6,073,847
Cumulative effect adjustment (ASU 2014-09 Revenue) - Note 2	-	-	893,121	893,121
Net income	-	-	7,261,766	7,261,766
Distributions	-	-	(2,990,005)	(2,990,005)
Balance, December 31, 2020	21,332	14,668	11,202,729	11,238,729
Net income	-	-	6,103,298	6,103,298
Distributions	-	-	(4,965,451)	(4,965,451)
Balance, December 31, 2021	$ 21,332	$ 14,668	$ 12,340,576	$ 12,376,576

See accompanying notes to consolidated financial statements.

Jet's America, Inc.

Consolidated Statement of Cash Flows

Year ended December 31,	**2021**	2020	2019
Operating Activities			
Net income	**$ 6,103,298**	$ 7,261,766	$ 4,483,461
Adjustments to reconcile net income to net cash provided by operating activities			
Depreciation	**95,707**	149,123	258,632
Forgiveness of PPP loan	**(489,777)**	-	-
Loss on disposal of property and equipment	**1,565**	20,387	2,819
Changes in operating assets and liabilities			
Accounts receivable	**(329,056)**	(487,847)	(1,558,127)
Inventory	**2,499**	1,008	(5,509)
Prepaid expenses	**24,753**	(15,191)	83,334
Accounts payable	**635,181**	(399,837)	(1,515,400)
Deferred franchise fees	**500,323**	(350,098)	(250,000)
Accrued and other liabilities	**(1,492)**	(15,519)	804,427
Gift card redeemable	**111,039**	(87,604)	(87,702)
Net cash provided by operating activities	**6,654,040**	6,076,188	2,215,935
Investing Activities			
Purchase of property and equipment	**(57,132)**	(796)	(108,701)
Payments on related party note	**7,238**	5,317	12,990
Cash paid for intangible assets	**(18,211)**	(24,060)	(35,352)
Net cash used in investing activities	**(68,105)**	(19,539)	(131,063)
Financing Activities			
Distributions to stockholders	**(4,965,451)**	(2,990,005)	(3,080,613)
Borrowings on debt	**-**	489,777	-
Net cash used in financing activities	**(4,965,451)**	(2,500,228)	(3,080,613)
Net Increase (Decrease) in Cash	**1,620,484**	3,556,421	(995,741)
Cash, beginning of year	**11,471,123**	7,914,702	8,910,443
Cash, end of year	**$ 13,091,607**	$ 11,471,123	$ 7,914,702
Supplemental Disclosure of Cash Flow Information			
Cash paid for taxes	**$ -**	$ -	$ -
Supplemental Noncash Transactions			
Distributions payable	**108,600**	108,600	108,600

See accompanying notes to consolidated financial statements.

1. Nature of Business

Jet's America, Inc. is engaged in the franchising of Jet's Pizza restaurants in the United States. The Company was incorporated on June 8, 1990 in Michigan.

Jet's America, Inc. executes franchise agreements that establish the terms of its arrangements with franchisees. The franchise agreements require the franchisee to pay an initial franchise fee of $25,000. In addition to the initial investment fee, the franchisee pays Jet's America, Inc. a monthly royalty fee based on a percent of acquired inventory as defined in the franchise agreements, depending on the year of initial operation. Under the franchise agreements, Jet's America, Inc. is obligated to provide certain training and opening assistance to the franchisees.

The following chart represents the stores open as of:

December 31,	**2021**	2020	2019
Franchised stores	**354**	341	343
Company or Affiliate owned stores	**40**	41	39
Total Stores	**394**	382	382

2. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Jet's America, Inc. and its subsidiaries (collectively, the Company"), which include Jet's Pizza National Advertising Fund ("JPNAF") and Jet's America Productions, Inc. (the "Rebate Fund"). Collectively, JPNAF and the Rebate Fund are referred to as "the Ad Funds". All intercompany transactions and balances have been eliminated.

Basis of Accounting

The financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). The Company has elected to adopt certain accounting alternatives for private companies, as developed by the Private Companies Council, including leasing entities under common control.

Accounts Receivable

Accounts receivable are stated at the invoice amounts and are primarily comprised of receivables from franchisees and also vendor rebates. Management reviews individual aged accounts receivable balances and, based on an assessment of current creditworthiness, estimates the portion, if any, of the balance that will not be collected. Management considers all accounts receivable collectible; therefore, an allowance for doubtful accounts has not been recorded at December 31, 2021, 2020, and 2019.

Property and Equipment

Property and equipment are recorded at cost. Both straight-line and accelerated methods are used for computing depreciation. Assets are depreciated over their estimated useful lives. Costs of maintenance and repairs are charged to expense when incurred.

Intangible Assets

Intangible assets consist of capitalized trademark costs that are not subject to amortization and are tested for impairment at least annually. No impairments were recognized in the years ended December 31, 2021, 2020, and 2019.

Notes Receivable

Notes receivable are reported at original issue amount plus accrued interest, less principal repaid. Interest is recognized according to terms of the specific notes. An allowance for loan losses is determined based on a specific assessment of all notes that are delinquent or determined to be doubtful to be collected. Notes are considered delinquent if the repayment terms are not met. All amounts deemed to be uncollectible are charged against the allowance for loan losses in the period that determination is made.

At December 31, 2021, 2020, and 2019, note receivable represents one uncollateralized loan to a related party franchisee and its owners at the terms disclosed in Note 6. The note receivable is classified as current or long term on the accompanying balance sheet depending on its maturity date. The Company considers its note receivable collectible; therefore, an allowance for loan losses has not been recorded at December 31, 2021, 2020, and 2019.

Revenue Recognition

Refer to Recently Adopted Accounting Pronouncements later in Note 2 for a discussion of the Company's adoption of Accounting Standards Update (ASU) 2014-09, Revenue from Contracts with Customers, ("ASU 2014-09" or "Topic 606") which the Company adopted effective January 1, 2020.

Royalty Revenue

Franchise royalties, which are based on a percentage of acquired inventory, are recognized when earned in accordance with the franchise agreement at the time they are incurred by the franchisees. Royalty revenues are primarily related to the use of the license agreements and are recognized as income in the same period in which the inventory purchases by the franchisees occur. Accounting for these fees was not materially impacted by the adoption of Topic 606.

Advertising Revenue

The Company has the following types of Advertising Revenue which are contributed to the Ad Funds:

Box Revenue - Box fees are charged by the Company to franchisees using a volume-based formula based on number of pizza boxes sold by the franchisee. Box revenues are recognized when earned in the same period in which the sales by the franchisees occur in accordance with the franchise agreement.

Media Fees - The Company charges a fixed media fee to franchisees in certain regions. Revenue recognized as a result of media fees are recognized as revenue at a fixed rate in accordance with the franchise agreement.

Volume Based - Additional franchisee contributions are not currently required to be contributed, but franchisees may be required to contribute up to 1% of acquired inventory under the franchise agreement at the discretion of Jet's America, Inc. There were no volume-based advertising fees charged or collected during the years ended December 31, 2021, 2020 and 2019.

Prior to the adoption of Topic 606, advertising revenue was recorded as an offset to operating expenses when earned as a function of the Ad Funds.

Vendor Rebates

Jet's America, Inc. earns vendor rebates based on the volume of purchases by franchised locations. These funds are contributed to the Ad Funds to support advertising costs and other administrative costs that support the franchisee system as further discussed below in Note 2. Vendor rebate revenues are recognized by the Company in the period in which the rebates are earned.

Prior to the adoption of Topic 606, vendor rebate revenues were recorded as an offset to operating expenses when earned as a function of the Ad Funds.

Franchise Revenue

The Company generates revenues from franchise agreements. In consideration for the payment of an initial fixed franchise fee, a volume-based royalty fee, a usage-based advertising fee and other amounts specified in the franchise agreement, the Company grants new franchisees the use of the Jet's trademarks, recipes, systems, trainings and operation assistance.

In accordance with Topic 606, the Company satisfies the performance obligation related to the franchise fee collected over the term of the related agreement, which is typically 10 years. The initial franchise fee, as determined by the signed franchise agreement, is nonrefundable and due at the time the agreement is entered into. Revenue related to these franchise agreements is recognized on a straight-line basis over the respective term upon adoption of Topic 606, which typically begins the date of the opening of the new franchise store.

Prior to the adoption of Topic 606, the Company recognized revenues from franchising upon completion of substantially all of the initial services, as stated in the franchise agreements, which was typically deemed to be the date of the opening of the new franchised store.

Gift Card Liability

The Company acts as a clearinghouse for its franchisees' gift card transactions. On a monthly basis, franchisees are billed or paid for the amount of the gift card sales over or under gift card redemptions at the respective franchisees' store for the period. The gift card liability represents the amounts owed to franchisees for unredeemed gift cards. The Company recorded a liability for unredeemed gift cards net of breakage totaling $560,870, $449,831, and $537,435 at December 31, 2021, 2020, and 2019, respectively.

In some cases, gift cards are not redeemed or are not redeemed in full and the unredeemed portion is referred to as breakage. If the amount of gift card breakage and the estimated time period of actual gift card redemption can be reasonably and objectively determined, then the Company will recognize gift card breakage is recorded based on historical customer usage patterns, in accordance with escheatment laws. Management assesses historical data to identify a reasonable and objective time period of redemption. Gift card breakage recorded was approximately $-, $195,430, and $130,438 during the years ended December 31, 2021, 2020, and 2019, respectively, and is included in other revenues on the Consolidated Statements of Income.

JPNAF and Rebate Fund

The Rebate Fund is currently funded solely by supplier rebates. JPNAF is currently funded by supplier rebates via the Rebate Fund and by franchisee contributions (box fees) using a volume-based formula and media fees collected from franchisees. Additional franchisee contributions are not currently required to be contributed, but franchisees may be required to contribute up to 1% of acquired inventory under the franchise agreement at the discretion of Jet's America, Inc.

The Company may use the Ad Funds for advertising and promotional expenses, including production, administrative costs, social media, advertising agency fees, and IT programs and enhancements facilitating ordering, sales and promotions. The Company may also use the Ad Funds for media costs only if reasonably intended to benefit Jet's Pizza restaurants and the Franchise System generally, such as a national radio or television advertising program.

The Company has control of the Ad Funds and their activities. The expenditures are primarily amounts paid to third parties but may also include personnel expenses and allocated costs.

As described in the Revenue Recognition section of this note, prior to the adoption of Topic 606, the Company recorded contributions to the Ad Funds as a reduction of operating expenses due to the arrangement between franchisors and their franchisees that the contributions being required to be used for a certain purpose. As a result, the Company did not record income and expense when the Ad Funds were over- or under-spent at the reporting date. At December 31, 2019, the Company had a liability of approximately $2,492,000 relating to vendor rebates and franchisee contributions collected in excess of advertising expensed and is included in Unspent Advertising Funds on the consolidated balance sheets.

***Advertising* Expense**

Advertising expense is charged to income during the year in which it is incurred. Jet's America, Inc. directly incurred advertising expenses of $816,861, $883,132, and $819,076 for the years ending December 31, 2021, 2020, and 2019, respectively.

In addition to the advertising expenses incurred directly by Jet's America, Inc, advertising and media expenses are also incurred by the Ad Funds. The Ad Funds incurred advertising expenses of $12,796,900 and $12,757,606 during the years ended December 31, 2021 and 2020, respectively, and is included in operating expenses on the Consolidated Statements of Income. As described in the Revenue Recognition section of this note, prior to the adoption of Topic 606 advertising expenses incurred by the Ad Funds were recorded net of advertising fund contributions in operating expenses on the Consolidated Statements of Income. As a result, advertising expenses incurred by the Ad Funds of $12,536,268 were recorded during the year ended December 31, 2019.

Income Taxes

Pursuant to provisions of the Internal Revenue Code, the Company has elected to be taxed as an S- corporation. Generally, the income of an S corporation is not subject to federal income tax at the corporate level, but rather the stockholders are required to include a pro rata share of the corporation's taxable income or loss in their personal income tax returns, irrespective of whether dividends have been paid. Accordingly, no provision for federal income taxes has been made in the accompanying financial statements.

In accordance with US GAAP, the Company follows ASC 740-10 "Income Taxes" on accounting for uncertain tax positions. The guidance clarifies the accounting for the recognition and measurement of the benefits of individual tax positions in the financial statements. Tax positions must meet a recognition threshold of more-likely-than-not in order for the benefit of those tax positions to be recognized in the Company's financial statements. The Company has determined that it does not have any significant unrecognized tax benefits or obligations as of and for the years ended December 31, 2021, 2020 and 2019. It is the Company's policy to include any penalties and interest related to income taxes in general and administrative expenses, however, the Company has no penalties or interest related to income taxes.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Recently Adopted Accounting Pronouncements

Effective January 1, 2020, the Company adopted Topic 606 using the modified retrospective method applied to those contracts, using the practical expedient to apply the standard to those contracts not completed as of the date of initial adoption.

In January 2021, the Financial Accounting Standards Board issued ASU 2021-02, *Franchisors -Revenue from Contracts with Customers (subtopic 952-606),* creating a practical expedient that simplifies the identification of performance obligations for private company franchisors for certain pre-opening services. The Company did not elect to adopt this practical expedient during 2020 or 2021.

In connection with the adoption of Topic 606, the Company recorded a net increase to the January 1, 2020 retained earnings of $893,121, net increase of $1,599,317 to deferred franchise fees, and net decrease of $2,492,438 to unspent advertising funds as of December 31, 2019 due to the cumulative effect of adopting ASU 2014-09 at the date of adoption. Accordingly, comparative information in the Company's consolidated financial statements has not been restated and continues to be reported under the accounting standards in effect for those periods.

Impact of Changes in Accounting Policies on the Consolidated Balance Sheet

December 31, 2020	As Reported	Adjustment	Balances Without Adoption of Topic 606
Liabilities and Stockholders' Equity			
Unspent advertising funds	$ -	$ 4,543,432	$ 4,543,432
Deferred franchise fees, current	385,677	(363,177)	22,500
Total current liabilities	2,649,903	4,180,255	6,830,158
Deferred franchise fees, net of current	1,216,042	(1,033,542)	182,500
Total liabilities	4,226,538	3,146,713	7,373,251
Total stockholders' equity	11,238,729	(3,146,713)	8,092,016

Impact of Changes in Accounting Policies on the Consolidated Statement of Income

Year December 31, 2020	As Reported	Adjustment	Balances Without Adoption of Topic 606
Advertising revenue	$ 10,462,924	$ (10,462,924)	$ -
Vendor rebates	5,213,742	(5,213,742)	-
Franchise revenues	508,624	(159,624)	349,000
Total revenue	26,631,800	(15,836,290)	10,795,510
Operating expenses	19,457,637	(13,535,334)	5,922,303
Net income	7,261,766	(2,300,956)	4,960,810

COVID-19

On January 30, 2020, the World Health Organization ("WHO") announced a global health emergency because of a new strain of coronavirus (the "COVID-19 outbreak") and the risks to the international community as the virus spreads globally beyond its point of origin. In March 2020, the WHO classified the COVID-19 outbreak as a pandemic, based on the rapid increase in exposure globally.

On March 27, 2020, the "Coronavirus Aid, Relief, and Economic Security ("CARES") Act" was signed into law. The CARES Act, among other things, includes provisions relating to refundable payroll tax credits, deferment of employer side social security payments, net operating loss carryback periods, alternative minimum tax credit refunds, modifications to the net interest deduction limitations, increased limitations on qualified charitable contributions, and technical corrections to tax depreciation methods for qualified improvement property. To date, the Company has not utilized any provisions of the CARES Act, with the exception of the discussion below.

The CARES Act also appropriated funds for the SBA Paycheck Protection Program ("PPP") loans that are forgivable in certain situations to promote continued employment, as well as Economic Injury Disaster Loans to provide liquidity to small businesses harmed by COVID-19. The Company applied for, and received, funds under the Paycheck Protection Program in April 2020 in the amount of approximately $490,000. The application for these funds required the Company to, in good faith, certify that the economic uncertainty made the loan request necessary to support the ongoing operations of the Company. This certification further required the Company to take into account business activity and the Company's ability to access other sources of liquidity sufficient to support ongoing operations in a manner that was not significantly detrimental to the business. As further disclosed in Note 5, the Company received the forgiveness of the PPP loan during 2021.

The Company continues to examine the impact that COVID-19 may have on the business.

Subsequent Events

The financial statements and related disclosures include evaluation of events up through and including April 28, 2022, which is the date the financial statements were available to be issued.

3. Revenue Recognition

Disaggregation of Revenue

Years ended December 31,	**2021**	2020	2019
Revenues			
Royalty revenue (point in time)	**$ 11,132,721**	$ 10,181,659	$ 8,945,244
Advertising revenue (point in time)	**11,104,953**	10,462,924	-
Vendor rebates (point in time)	**4,630,594**	5,213,742	-
Franchise revenues (over-time)	**503,177**	508,624	510,000
Other revenues (point in time)	**82,773**	264,851	152,185
Total Revenues	**$ 27,454,218**	$ 26,631,800	$ 9,607,429

Deferred Franchise Fees

The Company's deferred franchise fees consist of fees from franchisees upon execution of their franchise agreements. The amounts received are recorded as deferred revenue until the Company satisfies requirements under the franchise agreement or upon cancellation of the agreement. Beginning January 1, 2020, revenue from franchise agreements is recognized on a straight-line basis over the term of the agreement as the underlying performance obligation is satisfied.

Prior to the adoption of Topic 606, the Company deferred franchise revenue until substantially all of the initial services, as stated in the franchise agreements were completed, which was typically deemed to be the date of the opening of the franchised store.

A summary of significant changes to the contract liability balance during 2020 and 2021 is shown below:

Balance, January 1, 2020	$ 352,500
ASC 606 Adjustment	1,599,317
Deferred franchise fees as a result of new contract	158,526
Revenue recognized as a result of contract terminations	(109,206)
Current year revenue recognition	(399,418)
Balance, December 31, 2020	$ 1,601,719
Balance, January 1, 2021	$ 1,601,719
Deferred franchise fees as a result of new contract	1,003,500
Revenue recognized as a result of contract terminations	-
Current year revenue recognition	(394,576)
Balance, December 31, 2021	$ 2,210,643

The following table illustrates the estimated revenue to be recognized in the future related to performance obligations that are unsatisfied as of December 31, 2021:

2022	$ 445,366
2023	340,455
2024	292,853
2025	248,440
2026	211,034
Thereafter	672,495
Total	$ 2,210,643

4. Property and Equipment

Property and equipment are summarized as follows:

December 31,	**2021**	2020	2019	Depreciable Life - Years
Machinery and equipment	**$ 181,113**	$ 236,100	$ 236,100	5-15
Transportation equipment	**35,553**	30,840	103,011	5-10
Furniture and fixtures	**306,805**	306,805	312,413	5-10
Computer equipment and software	**717,528**	714,984	718,136	3-5
Leasehold improvements	**479,471**	395,450	384,308	(a)
Construction in progress	**-**	-	60,250	-
Total Cost	**1,720,470**	1,684,179	1,814,218	
Accumulated depreciation	**1,493,044**	1,416,613	1,377,938	
Net Property and Equipment	**$ 227,426**	$ 267,566	$ 436,280	

(a) Depreciable life of leasehold improvements is determined to be the estimated useful lives of the improvements or the life of the lease, whichever is shorter.

Depreciation expense was $95,707, $149,123, and $258,632 in the years ended December 31, 2021, 2020, and 2019, respectively.

5. Long-Term Debt

Long-term debt consisted of the following:

December 31,	**2021**	2020	2019
Paycheck protection program (PPP) term loan payable in monthly installments of principal and interest at .98% beginning in April 2021 through the maturity date of April 22, 2022. Forgiven during 2021.	$ -	$ 489,777	$ -
Less current portion	-	129,184	-
Long-term Portion	$ -	$ 360,593	$ -

During the year ended December 31, 2021, the Company received forgiveness on the PPP term loan and has recorded the forgiveness within nonoperating income on the Consolidated Statements of Income.

6. Note Receivable

The Company's note receivable was from a stockholder of affiliated franchisee stores as of December 31, 2020 and 2019. As of December 31, 2021, the borrower was no longer a related party.

At December 31, 2021, 2020, and 2019, the Company's note receivable consisted of the following:

December 31,	**2021**	2020	2019
The note is unsecured and bear interest at 6.75 percent per annum. The note is due in 120 monthly installments of $713, including interest. The note matures in June 2027.	**$ 37,646**	$ 44,884	$ 50,201
Total	**37,646**	44,884	50,201
Less current portion	**6,090**	5,655	5,322
Long-term Portion	**$ 31,556**	$ 39,229	$ 44,879

7. Related Party Transactions

The following is a description of transactions between the Company and related parties:

Interest

Interest income on the various related party notes listed above totaled $2,316, $3,523, and $4,730 for the years ended December 31, 2021, 2020, and 2019, respectively.

Royalties and Franchise Fees

For the years ended December 31, 2021, 2020, and 2019, the Company recognized royalty and franchise fee income from affiliates related through common ownership totaling $632,685, $558,653, and $443,516, respectively. The Company's accounts receivable balances related to royalties and franchise fees from these affiliates totaled $52,734, $46,554, and $36,960 as of December 31, 2021, 2020, and 2019, respectively.

For the years ended December 31, 2021, 2020, and 2019, the Company received advertising fund contributions income from affiliates related through common ownership totaling $1,395,066, $1,347,098, and $1,184,014, respectively. The Company's accounts receivable balances related to advertising fund contributions from these affiliates totaled $116,255, $112,258, and $98,668 as of December 31, 2021, 2020, and 2019, respectively.

Lease Commitment

The Company conducts its operations from premises leased from an entity related through common ownership. The lease agreement was amended during 2016 and requires the Company to pay $16,000 per month, plus taxes, insurance, and maintenance on the property. Annual rent expense was $192,000 for each of the years ended December 31, 2021, 2020, and 2019. The lease agreement expires in April 2026.

8. Retirement Plans

The Company maintains a SIMPLE IRA plan for its employees. The plan provides for the Company to make a discretionary matching contribution of 3 percent of participating employee wages, limited to the amount of the employee contribution. Contributions to the plan totaled $78,227, $69,996, and $52,924 for the years ended December 31, 2021, 2020, and 2019, respectively.

9. Operating Leases

The Company is obligated under operating leases primarily for corporate headquarters (see Note 9) and administrative equipment, expiring at various dates through 2026. The leases require the Company to pay taxes, insurance, utilities, and maintenance costs. Total lease expense under these leases was approximately $192,000, $208,000, and $226,000 for the years ended December 31, 2021, 2020, and 2019, respectively.

Future minimum annual commitments under these operating leases are as follows:

Years ending December 31,	Total
2022	$ 192,000
2023	192,000
2024	192,000
2025	192,000
2026	64,000
Total	$ 832,000

10. Leasing Entities Under Common Control

The Company leases its corporate headquarters from an entity under common control. The Company has elected to apply the private company accounting alternative for common control leasing arrangements, as developed by the Private Company Council. Under the accounting alternative, the Company is not required to evaluate whether the leasing entity is a variable interest entity subject to consolidation by the Company.

The lease is accounted for as an operating lease, and the agreement requires the Company to pay $16,000 per month, plus taxes, insurance, and maintenance on the property through April 2026. Annual rent expense was $192,000 for each of the years ended December 31, 2021, 2020, and 2019.

See Note 9 for future minimum annual commitments.

11. Capital Stock

Jet's America, Inc. common stock consists of 10,000 authorized shares of Capital A no par value voting stock and 50,000 authorized shares of Capital B no par value nonvoting stock. As of December 31, 2021, 2020, and 2019, there were 2,000 Class A shares issued and outstanding and 20,000 of Class B shares issued and outstanding.

12. Contingencies

From time to time, the Company may be a party to lawsuits and legal proceedings arising in the ordinary course of business. In the opinion of the Company's management, these matters, individually and in the aggregate, will not have a material adverse effect on the financial condition and results of future operations of the Company.

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Jet's Pizza® Operations Manual
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FDD EXHIBIT D
LIST OF CURRENT JET'S PIZZA, INC. FRANCHISEES AND AFFILIATES

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Exhibit D List of Alabama Franchisees as of December 31, 2021 Franchisee-Owned Units					
#01	CLOSED 9/14/15	#02	CLOSED 06/26/20		

Exhibit D List of Arizona Franchisees as of December 31, 2021 Franchisee-Owned Units					
#01	TRF 10/13/17 IP CHANDLER, LLC 4245 S. Arizona Ave. Chandler, AZ 85248 (480) 895-7492 Albert DeYoung Matthew DeYoung Brett Szymanski	#02	10/28/16 PINCO PIZZA, LLC. 10855 N. Tatum Blvd Phoenix, AZ 85028 (480) 998-9889 Albert DeYoung Matthew DeYoung	#03	06/16/2021 JP ARROWHEAD LLC 20229 N 67th Avenue, Suite C-10 Glendale, AZ 85308 (623) 225-7856 Albert DeYoung, Eric Johnson, Shane DeYoung, Brett Szymanski, Matthew DeYoung, Ryan Mahan

Exhibit D List of Colorado Franchisees as of December 31, 2020 Franchisee-Owned Units					
#01	AFFILIATE 7/16/14 Jet's Pizza Colorado #1, LLC 7935 South Broadway Littleton, CO 80122 Chad Jetts (303) 707-1100 Ownership transfer 01/01/16	#02	AFFILIATE 02/17/16 JEDSAMCO 1, LLC. 8176 S. Holly St. Centennial, CO 80122 (303) 741-5387 David Hyduk	#3	10/17/16 ROCK VENTURES, LLC. 13724 E. Quincy Ave. Aurora, CO 80015 (720) 990-6000 Anthony Falzone Christopher Falzone Gregory Franklin Timothy O'Brien Michael Taylor
#04	8/22/17 ROCK VENTURES II, LLC 19878 East Hilltop Road Parker, CO 80134 Anthony Falzone Christopher Falzone Gregory Franklin Timothy O'Brien Michael Taylor (720) 440-7200	#05	01/27/2021 SOUTH TEA PIZZA LLC 98 Wadsworth Boulevard, Suite 129 Lakewood, CO 80226 (720) 912-5387 How How Holdings LLC	#06	03/13/2021 JET'S PIZZA COLORADO 6 LLC 7735 10 W Long Dr Littleton, CO 80123 (720) 826-8200 David Hendricks
#07	05/25/2021 ROCKY MOUNTAIN PIZZA III LLC 2306 S Colorado Blvd Denver, CO 80222 (303) 757-5387 Anthony Falzone, Christopher Falzone, Gregory Franklin, Timothy O'Brien, Michael Taylor	#08	06/16/2021 MILE HIGH PIZZA DANCER INC 1201 Arapahoe Boulder, CO 80302 ( ) - Robert & Casey Dancer	#09	07/28/2021 313 DETROIT PIZZA LLC Jocelyn & Ryan Bowen, Alfred Arriola
#10	10/26/2021 ALL MEATY PIZZA LLC 10731 East Alameda Ave, Unit F-1 Aurora, CO 80012 ( ) - How How Holdings LLC				

Exhibit D List of Florida Franchisees as of December 31, 2021 Franchisee-Owned Units					
#01	CLOSED 02/01/04	#02	CLOSED 10/01/02	#03	CLOSED 10/19/09
#04	CLOSED 07/23/05	#05	07/01/12 NRO LLC 1300 E. Oakland Park Blvd. Oakland Park, FL 33334 Nick Orow (954) 565-5387	#06	CLOSED 03/01/05
#07	CLOSED 08/18/08	#08	Renewed 08/01/16 TRF 01/28/2018 Florida Pizza 1, LLC 33486 U.S. Highway 19N Palm Harbor, FL 34684 Mike Couchman, Marc Bartalino, Nick Fout, Ove Fladberg (727) 772-0313	#09	Transfer 11/16/2021 FLORIDA PIZZA 3 LLC2045 Gulf to Bay Blvd., Unit C Clearwater, FL 33765 Marc Bartalino, Ove Fladberg, Michael Couchman, Robert Couchman (727) 441-4464
#10	Transfer 08/05/2021 FLORIDA PIZZA 5 LLC 1350 Main Street Dunedin, FL 34698 Robert & Michael Couchman, Marc Bartalino, Obe Fladberg (727) 210-1840	#11	CLOSED 06/12/09	#12	Renewed 11/1/17 Boca Grande Pizza LLC 5045 Fruitville Rd Ste 115 Sarasota, FL 34232 James Gregg (941) 312-4225
#13	01/24/09 TRF 02/01/16 – AFFILIATE Renewed 2/1/19 Jet's Pizza Florida #13, LLC. 3400 Radio Road Naples, Florida 34104 Justin Galloway(239) 434-5389	#14	03/18/08 Renewed 04/01/2018 G2K Management, LLC 13429 FishHawk Blvd Lithia, FL 33547 Bill Gibson Jim Kaufman (813) 654-5388	#15	TRF 08/01/16 Renewed 07/01/2018 TRF 4/9/19 Leader's Pizza St. Petersburg, LLC 9649 Bay Pines Blvd. St. Petersburg, FL 33708 William Wheeler; Amanda Wheeler (727) 397-2000

Exhibit D List of Florida Franchisees as of December 31, 2021 Franchisee-Owned Units					
#16	9/20/08 TRF 02/01/16 –AFFILIATE Renewed 10/01/2018 Jet's Pizza Florida #16, LLC. 10011 Estero Town Commons Pl, Ste. 102A Estero, FL 33928 Ryan Nicholas (239) 495-5387	#17	Transfer 4/30/15 Transfer 8/19/15 Renewed 12/01/2018 Leaders Pizza Lakeland, LLC 3234 S. Florida Ave Lakeland, FL 33803 Nathan Palmer, Ove Fladberg, Marc Bartalino, Michael Couchman, Robert Couchman (863) 709-0999	#18	1/18/11 G2K Management, LLC 946 W. Lumsden Rd Brandon, FL 33511 Bill Gibson Jerome Grable (813) 655-5388
#19	TRF 6/4/14 Dejax, LLC 13475 Atlantic Blvd Jacksonville, FL 32225 Joseph Sulla (904) 221-7700	#20	3/2/12 TRF 1/14/19 MJ Dupree LLC 4418 Commons Dr. Ste B2 Destin, FL 32541 Marjorie Peters (850) 654-5387	#21	5/11/12 FBF LLC 80 Hancock Bridge Pkwy W. Cape Coral, FL 33991 Nicholas Barracco/Nicholas Fazzola (239) 458-1940
#22	10/15/12 TRF 4.1.19 JP Fort Myers, LLC 13550 Reflections Pkwy Ft. Myers, FL 33907 Nicholas Barraco, Mario Barraco, Richard Laramee, Frank Seyferth, James Baker (239) 245-7019	#23	12/3/12 TRF 12/01/16 - AFFILIATE Jet's Pizza Florida #23, LLC. 9853 N. Tamiami Trail Ste. 104 Naples, FL 34108 Anthony Galloway(239) 592-4369	#24	6/9/14 DTS Pizza Napoli, LP 558 S. Hunt Club Blvd. Apopka, FL 32703 David Sutherland Tracey Nichols Stephanie Marotta Pizza Napoli Inc Charles Davis (321) 203-2675
#25	1/18/14 FBFK, LLC 17490 N. Tamiami Trl., Unit 100 N Fort Myers, FL 33903 George Fazzola Jeffrey Fazzola Jeremy Karl Nick Barracco (239) 731-5500	#26	12/16/13 JHG Pizza LLC 8721 State Rd 70 East Bradenton, FL 34202 James Gregg (941) 739-5387	#27	CLOSED 2019 1/13/19

Exhibit D List of Florida Franchisees as of December 31, 2021 Franchisee-Owned Units					
#28	Closed 11/5/19	#29	3/21/15 PIZZA GUYS OF BOCA RATON, INC 8903 Glades Rd Boca Raton, FL 33434 Cal Kolp (561) 852-5700	#30	6/22/15 TRF 11/09/16 AFFILIATE Jet's Pizza Florida #30, LLC. 9835 W Sample Rd Coral Springs, FL 33065 Jevon Bajju, Brian Barkhaus, Evana Shahnazarian, Zhan Shahnazarian, Robert Befelalia (954) 340-9999
#31	4/2/15 JP CAPE SOUTH, LLC 643 Cape Coral Pkwy E Cape Coral, FL 33904 Nick Barraco Catherine Kurtycz (239) 257-3270	#32	TRF 8/24/17 PIZZA GUYS OF SOUTHEAST FLORIDA, INC. 1204 Royal Palm Beach Blvd Royal Palm Beach, FL 33411 Casey Kolp (561) 513-5387	#33	07/20/15 NZO, LLC 437 E Atlantic Blvd Pompano Beach, FL 33060 Nick Orow Kristina Benoit (954) 782-5387
#34	8/17/15 TEQUILA TALES, LLC 1159 N Sumter Blvd North Port, FL 34286 James Gregg (941) 429-5387	#35	Transfer 06/10/2021 FLORIDA PIZZA 4 LLC 14624 N. Dale Mabry Hwy. Tampa, FL 33618 George Martin, Michael Couchman, Marc Bartalino, Ove Fladberg, Trevor Dubey (813) 397-0000	#36	CLOSED 10/15/17
#37	11/25/16 SOFLO PIZZA CO. 4637 S. University Dr. Davie, FL 33328 Linda Dancer Chris Nader (954) 858-5387	#38	Transfer 06/07/2021 JA1 PIZZA LLC 3300 Bonita Beach Road, Ste., 119 Bonita Springs, FL 34134 Kent & Joel Miller (239) 301-4800	#39	1/29/17 FKFB, LLC 24001 Peachland Blvd. Unit 6 Port Charlotte, FL 33954 Nicholas Barraco George Fazzola Jeffrey Fazzola Jeremy Karl (941) 613-4040

Exhibit D List of Florida Franchisees as of December 31, 2021 Franchisee-Owned Units					
#40	7/1/19 TEQUILA TALES II, LLC 9556 Buffalo Rd, Palmetto, FL 34221 James Gregg (941) 729-5387	#41	02/05/2021 FLORIDA PIZZA 2 LLC 4973 US 98 North Lakeland, FL 33809 Justin Barylski, Trevor Dubey, Marc Bartalino, Ove Fladberg, Michael Couchman, Robert Couchman, Jonathan McKay (863) 333-0322	#42	02/18/2021 ARGRITARIOUS ENTERPRISES LLC 3813 Clyde Morris Blvd, Suite 103 Port Orange, FL 32129 George, Margaret, Cameron & Max Mckenna (386) 256-7404
#43	06/25/2021 JP VANDY LLC 7211 Vanderbilt Beach Road, Suite 11 Naples, FL 34119 (239) 799-5387 Justin, Jordan & Anthony Galloway, Ryan Nicholas				

Exhibit D List of Georgia Franchisees as of December 31, 2020 Franchisee-Owned Units					
#01	Transfer 2/7/12 Renewed 06/01/2018 Mechanex, Inc. N Peachtree Pkwy & Peninsula Dr 1257 N Peachtree Parkway Peachtree City, GA 30269 Gary Andriate (770) 632-8559	#02	08/01/09 Renewed 08/01/2018 South Cobb Pizza, LLC S Cobb Dr & Ivy Glen Way SE 4425 S. Cobb Drive Smyrna, GA 30080 Phil Findlay, Ian Findlay, Craig Stafford (770) 434-1523	#03	Renewal 01/04/2021 West Marietta Pizza, LLC 3600 Dallas Hwy Ste 250 Marietta, GA 30064 Phil Findlay, Ian Findlay, Craig Stafford (770) 792-5700
#04	Renewal 08/31/2021 Curry Legacy Group LLC 4401 Shallowford Rd Ste 102 Roswell, GA 30075 Jacqueline & Randy Curry (770) 649-9950	#05	Renewal 08/10/2021 J2K Enterprises LLC 10475 Medlock Bridge Rd Johns Creek, GA 30097 Sean Cho (678) 584-5844	#06	Renewal 08/03/2021 Kennesaw Pizza, LLC 4100 Jiles Rd Ste 105 Kennesaw, GA 30144 Phil Findlay Ian Findlay Craig Stafford (770) 427-8788
#07	12/20/11 Poggi Pizza Corp. 11706 Alpharetta Hwy Roswell, GA 30076 Ron Poggiolo (770) 752-5387	#08	CLOSED 01/08/2018	#09	CLOSED 5/28/19
#10	6/13/12 Powers Ferry Pizza, LLC 2900 Delk Road Ste 3 Marietta, GA 30067 Phil Findlay Ian Findlay Craig Stafford (770) 952-1711	#11	CLOSED 5/7/17	#12	CLOSED 9/8/17

Exhibit D List of Georgia Franchisees as of December 31, 2020 Franchisee-Owned Units					
#13	Closed 10/5/19	#14	CLOSED 5/7/17	#15	Closed 9/2/14
#16	4/14/14 DiRogi Pizza, LLC 2695 Sugarloaf Pkwy Lawrenceville, GA 30045 Rose Bolzan; Dino Bolzan; Giancarlo Bolzan (770) 237-0006	#17	6/30/14 Sandy Springs Pizza, LLC 6615 Roswell Rd NE Sandy Springs, GA 30328 Phil Findlay; Ian Findlay; Craig Stafford (404) 257-0222	#18	CLOSED 04/28/20

Exhibit D List of Illinois Franchisees as of December 31, 2021 Franchisee-Owned Units					
#01	08/07/2009 Renewed 12/23/19 MJG Investments Corp. 3344 South Route 59 #114 Naperville, IL 60564 Mike Genzer 630-904-7777	#02	CLOSED 12/11/18	#03	TRF 9/1/14 TRF 1/1/17 TRF 7/18/19 DJAN17 Detroit Pie, Inc. 1847 Irving Park Rd Schaumburg, IL 60193 Marina Jano; Spyro Natsikou (847) 891-6900
#04	Transfer 03/18/2021 TJM PIZZA CORP 2425 West 75th St Darien, IL 60561 Thomas Mazzola, Michael Genzer, Jose Sanchez (630) 910-3100	#05	10/23/11 TRF 8/12/19 AFFILIATE 4112 Dempster St. Skokie, IL 60076 Andrew Trautman (224) 534-7151	#06	11/02/2020 TRF 5/6/19 JTS Arlington Pizza Inc 59 Golf Rd Arlington Hgts, IL 60005 Marina JanoAlketa Natsikou, Sotirakis Leventis(847) 593-5387
#07	8/30/11 MT Pizza Ventures, Inc. 720 E. Ogden Ave Naperville, IL 60563 Mike Genzer (630) 922-1111	#08	2/28/12 Wiese Enterprises, LLC 512 Neil St. Champaign, IL 61820 Patsy Snack Don Wiese Matt Wiese (217) 352-3333	#09	Closed 12/05/16
#10	CLOSED 06/11/2018 - AFFILIATE	#11	12/15/12 TRF 04/30/2018 Prism Ventures,].LLC 2811 N. Ashland Ave. Chicago, IL 60657 David Falato JoAnn Falato Scott Gregerson Adam Pittiglio, Dale Solitro, Vito Sorrentino, Mark Brooks, Anthony Boschian, Eric Connelly, Brian Connelly, Frank Hermiz Clayton Lindsey (773) 857-2080	#12	Transfer 12/31/2021 Triple J Pizza Inc. 2309 Essington Rd Joliet, IL 60435 John Blake Jeffery Piejak James Lane (815) 577-5387

Exhibit D List of Illinois Franchisees as of December 31, 2021 Franchisee-Owned Units					
#13	10/4/12 TRF 04/16/2018 JTS Uno Express, Inc. 936 E. Roosevelt Rd Wheaton, IL 60187 Marino Jano Lonidha Jankulla (630) 653-2800	#14	2/18/13 Fourth Piece LLC 17101 S. 88th Ave Tinley Park, IL 60487 Paul Miller Michael Basone (708) 263-0150	#15	2/13/15 MOVED 12/28/16 TRF 04/30/2018 Pizza Kings of Chicago Company 207 W. Superior St. Chicago, IL 60654 David Falato; JoAnn Falato; Scott Gregerson Adam Pittiglio, Dale Solitro, Vito Sorrentino, Mark Brooks, Anthony Boschian, Eric Connelly, Brian Connelly, Frank Hermiz Clayton Lindsey (312) 465-2280
#16	8/10/14 MJG Pizza Aurora, Inc. 2849 E. New York St Aurora, IL 60502 Michael Genzer (630) 978-8500	#17	1/30/15 Wiese Enterprises, LLC. 1907 W Springfield Ave Champaign, IL 61821 Patsy Snack (217) 352-9992	#18	4/9/15 Six Corners Ventures, LLC 3951 N Kimball Ave Chicago, IL 60618 Brian Gilbert, Jennifer Gilbert, Dan O'Donohue, Erin O'Donohue (773) 993-1111
#19	Transfer 02/16/2021 MSG PIZZA CORP 1805 N. Harlem Ave Chicago, IL 60707 Jose Sanchez, Thomas Mazzola, Michael Genzer (773) 637-5387	#20	CLOSED 1/29/17	#21	AFFILIATE 7/24/17 JET'S PIZZA ILLINOIS #21, LLC 5058 N Clark Street Chicago, IL 60640 Steven Hanselman (773) 784-7070

Exhibit D List of Illinois Franchisees as of December 31, 2021 Franchisee-Owned Units					
#22	05/12/16 TRF 04/30/2018 Hat Trick Corp. 1811 W. North Ave. Chicago, IL 60622 David Falato JoAnn Falato Scott Gregerson Adam Pittiglio, Dale Solitro, Vito Sorrentino, Mark Brooks, Anthony Boschian, Eric Connelly, Brian Connelly, Frank Hermiz Clayton Lindsey (773) 904-8283	#23	11/15/17 TRF 04/30/2018 GRAND SLAM PIZZA, INC 1025 W. Madison Street Chicago, IL 60607 David Falato, JoAnn Falato, Scott Davis, Scott Gregerson Adam Pittiglio, Dale Solitro, Vito Sorrentino, Mark Brooks, Anthony Boschian, Eric Connelly, Brian Connelly, Frank Hermiz Clayton Lindsey (312) 586-7290	#24	01/26/2018 Six Corners Ventures Logan, LLC 3510 W. Armitage Chicago, IL 60647 Bryan Gilbert, Daniel O'Donohue, Jennifer Gilbert, Erin O'Donohue (773) 905-5387
#25	8/15/19 Prism Venture Holdings, Inc. 1144 S. Wabash Avenue Chicago, IL 60605 David Falato, Joanne Falato, Adam Pittiglio, Dale Solitro, Scott Gregerson, Eric Connelly, Brian Connelly, Anthony Boschian, Frank Hermiz, Vito Sorrentino, Clayton Lindsey, Mark Brooks (773)249-6508	#26	Never paid for agreement, not moving forward	#27	03/29/2021 AFFILIATE JET'S PIZZA ILLINOIS 27 LLC 7070 North Clark St Chicago, IL 60626 (773) 312-4445 Gregory Arias
#28	02/11/2021 AK ENTERPRISE SOLUTIONS LLC 5200 N Illinois St, Suite 103 Fairview heights, IL 62208 (618) 892-9900 Ameel Khan	#29	05/06/2021 CPP- MATTESON LLC Rajiv Lala, Chetan Jani, Jamie Dejuras, Nilaz Patel, Haresh Patel, Ankur Bhatia, Sunil Modi, Asheesh Seth, Nilkanth Patel, Vipul Patel	#30	05/05/2021 SIX CORNERS VENTURES JP LLC 5255 N Milwaukee Ave Chicago IL 60630 (872) 274-5387 Daniel & Erin O'Donohue, Bryan & Jennifer Gilbert

Exhibit D List of Illinois Franchisees as of December 31, 2021 Franchisee-Owned Units					
#31	05/27/2021 PRISM VENTURES IL06 INC 1348 E 55th St Chicago, IL 60615 (773) 739-8553 Joseph Beech, Adam Pittiglio, Vito Sorrentino, David & Joan Falato, Dale Solitro, Jeremy Winn, George Tasevski, Clayton Lindsey, Frank Hermiz	#32	10/14/2021 ANDY'S ENTERPRISE LLC 11232 Lincoln Hwy Mokena, IL 60448 (708) 407-8881 Andrew Wolf, Angelo Sbrocca, Paul Miller, David Latter, Michael Basone, Rosario Sbrocca, Orba Underwood		

Exhibit D List of Indiana Franchisees as of December 31, 2021 Franchisee-Owned Units					
#01	Transfer 6/1/15 JFL 1, LLC 2764 East 146th St Carmel, IN 46033 Marc Bartalino Mike Couchman Justin McCarty Jacob Muzyka (317) 815-5555	#02	10/18/10 TRF 12/1/19 JFL 5, LLC 954 North SR 135 Greenwood, IN 46142 Justin Keller; Jacob Muzyka; Eric Muzyka (317) 881-5387	#03	Renewal 04/23/2021 JFL 3, LLC 2464 Lake Circle Dr. Indianapolis, IN 46268 Marc Bartalino, Michael Couchman, Jacob Muzyka, Justin McCarty (317) 228-9565
#04	Transfer 6/1/15 JFL 2, LLC 11785 Commercial Dr Fishers, IN 46038 Marc Bartalino Mike Couchman Justin McCarty Jacob Muzyka (317) 595-9900	#05	12/04/20 Tzak Holdings LLC 4123 Grape Rd Mishawaka, IN 46545 Todd Szakacs	#06	Closed 01/14/2021
#07	CLOSED 10/21/2018	#08	Never Opened Robert Maley	#09	09/10/2020 J Harris Family LLC 7538 N. Shadeland Ave. Indianapolis, IN 46250 John Harris (317) 577-4538
#10	9/2/14 TRF 8/28/19 Szakacs Investments, LLC 153 County Rd 6W Elkhart, IN 46514 Todd Szakacs (574) 333-3382	#11	10/12/15 BEST PIZZA INC. 210 S Creasy Ln Lafayette, IN 47905 Jerry & Linda Schultheiss (765) 446-0011	#12	09/10/20 J Harris Family2 LLC 1490 E. 86th St. Indianapolis, IN 46240 Timothy Falzone John Harris(317) 571-7070

Exhibit D List of Indiana Franchisees as of December 31, 2021 Franchisee-Owned Units					
#13	12/17/16 TRF 06/11/2018 JFL 4, LLC. 2635 E. 62nd St., Ste 2019 Indianapolis, IN 46230 Marc Bartalino, Michael Couchman, Jacob Muzyka, Justin McCarty (317) 252-5445	#14	12/14/17 HERITAGE VENTURES PIZZA, INC 1725 E 10th St., Ste F Jeffersonville, IN 47130 Jessica Gasiorek Michael Kosztowny (812) 282-2220		

Exhibit D List of Kentucky Franchisees as of December 31, 2021 Franchisee-Owned Units					
#01	02/16/09 Renewed 3/1/19 Derby Dreams, Inc 7220 Burlington Pike, Ste. D Florence, KY 41042 Daniel Schafer (859) 384-6600	#02	10/5/10 Derby Dreams 2, Inc 3420 Valley Plaza Pkwy Ft. Wright, KY 41017 Daniel Schafer (859) 344-4400	#03	Renewal 08/10/2021 - AFFILIATE Kentucky #3, LLC. 3735 Palomar Centre DriveLexington, KY 40513 Michael Schutzler (859) 224-0133
#04	TRF 8/16/17 MH PIZZA GROUP, LLC 1305 Monmouth St. Newport, KY 41071 Matthew Hecker (859) 291-7000	#05	11/27/12 MDK Pizza, Inc. 3624-A. S. Hurstbourne Pkwy Louisville, KY 40299 Michael Kosztowny Brian Kosztowny (502) 491-1700	#06	9/27/12 Trophy Pizza ,NO2 LLC 4222 Saron Drive Lexington, KY 40515 Brad Redmon (859) 273-5387
#07	12/20/12 AFFILIATE Jedsam INC. 6523 Bardstown Rd Louisville, KY 40291 David Hrynkiw (502) 239-0000	#08	CLOSED 04/04/2018	#09	CLOSED 03/30/2018 TRF 5/7/19 Our Pizza, LLC 1625 Campbell Ln. Bowling Green, KY 42104 Jared Nugent Gabe Weaver (270) 938-1001
#10	AFFILIATE Transfer 02/01/15 Kentucky #10, LLC 1030 South Broadway Lexington, KY 40504 Michael Schutzler (859) 231-5387	#11	8/30/13 Ownership TRF 1/9/19 TAG Pizza, Inc. 235 Blankenbaker Pkwy Louisville, KY 40243 Michael Kosztowny Jessica Gasiorek Donald Gasiorek (502) 244-4440	#12	12/18/13 AFFILIATE Jedsam II, INC. 101 S. Hubbards Lane St. Matthews, KY 40207 Daniel Dunlevy (502) 895-4655

Exhibit D List of Kentucky Franchisees as of December 31, 2021 Franchisee-Owned Units					
#13	AFFILIATE Transfer 02/01/15 Kentucky #13, LLC 101 Sand Lake Dr. Lexington, KY 40515 Michael Schutzler (859) 335-5387	#14	12/21/15 AFFILIATE JEDSAM III, LLC 2500 Bardstown Rd Louisville, KY 40205 Chris Hrynkiw (502) 458-5387	#15	08/21/16 Ownership TRF 12/28/18 BKO PIZZA, INC. 10494 Westport Rd. Louisville, KY 40241 Brian Kosztowny Jessica Gasiorek Michael Kosztowny (502) 426-1181

Exhibit D List of Michigan Franchisees as of December 31, 2021 Franchisee-Owned Units					
#1	AFFILIATE 08/78 Renewed 08/01/2018 Jet's Pizza, Inc. 14 & Ryan 4185 E. 14 Mile Sterling Hts., MI 48310 Mike Petrovski (586) 268-5720	#2	AFFILIATE Renewal 11/01/16 Jett's Investments, Inc. 15 & Schoenherr 13450 15 Mile Sterling Hts., MI 48312 Sam Disteffon (586) 826-3900	#3	Transfer 12/20/2021 Samoan Enterprises, Ltd. 16 & Dequindre 37160 Dequindre Sterling Hts., MI 48310 Julie & Stephanie Tafa, Jeffrey Gonyea (586) 268-4010
#4	AFFILIATE 05/88 Renewed 05/01/2018 J.S. Investments, Inc. 13 & Hayes 31085 Hayes Warren, MI 48088 Michael Schutzler (586) 296-3330	#5	AFFILIATE 07/31/98 J.E.M. & R., Ltd. 12 & Ryan 29202 Ryan Warren, MI 48092 Justin McCarty (586) 558-8588	#6	AFFILIATE Transfer 04/03 Pizza Group, Ltd. 17 & Garfield 39101 Garfield Clinton Twp., MI 48038 Deena Latcha (586) 228-7440
#7	Transfer 01/01/09 Renewal 7.31.12 A & G Pizza Corp. Tienken & Rochester 1425 N. Rochester Rochester Hills, MI 48307 Deanna Goulait, Joseph Agemy (248) 650-2900	#8	Renewal 01/29/08 Renewed 02/01/2018 Zhetman Livonia, L.L.C. 7 & Farmington 32630 7 Mile Livonia, MI 48152 Matt Partyka Enele Tafa (248) 473-3999	#9	Ownership Change 12/6/19 Renewal 11/01/2012 Wardan, Inc. 14 & Main 230 W. 14 Mile Clawson, MI 48017 MaryLu Weaver (248) 288-4488
#10	TRF 12/21/15 Andersen Alumni Pizza, LLC. 10 & Hoover 11908 E. 10 Mile Warren, MI 48089 DJ & Jennifer Hill Steven Weisberg (586) 759-5387	#11	Renewal 06/1/15 J.S.D. Productions, Inc. 18 & Rochester 5102 Rochester Road Troy, MI 48085 Mike Davidson John Davidson J.Scott Davidson (248) 528-1800	#12	Transfer 01/01/2014 Renewal 6/23/15 Carson Street Pizza, LLC 10 & I-94 19380 E. 10 Mile Eastpointe, MI 48021 White Hill Holdings, LLC (586) 774-4448

Exhibit D List of Michigan Franchisees as of December 31, 2021 Franchisee-Owned Units					
#13	AFFILIATE 4/27/98 Pizza Men, Inc. 12 & Harper 30114 Harper St. Clair Shores, MI 48082 Michael Schutzler (586) 415-0990	#14	Renewal 10/01/13 Pizza Kings Ltd. 11 & John R 333 W. 11 Mile Madison Heights, MI 48071 Sean Gowdy (248) 548-1210	#15	Renewal 06/01/14 Maryann, Inc. 21 & Garfield 16852 21 Mile Macomb, MI 48044 Paul Miller (586) 412-0040
#16	AFFILIATE TRF 05/01/16 M.E.J.S., Inc. 21 & Van Dyke 46370 Van Dyke Shelby Twp., MI 48317 Mike Kraft (586) 731-3700	#17	AFFILIATE 11/29/04 BBS Pizza Inc. Vernier & Mack 20643 Mack Ave Grosse Pte Woods, MI 48236 Jay Yaklin (313) 884-3838	#18	AFFILIATE 07/30/20 Jet's Pizza Michigan 18 LLC 9 & Ryan 22912 Ryan Warren, MI 48091 Adam Pittiglio (586) 758-7733
#19	Renewal 03/01/14 Cusumano, Inc. 16 & Harper 37525 Harper Clinton Twp., MI 48036 Phil Cusumano (586) 954-1960	#20	Renewal 7/1/08 Renewal 07/01/2018 Yamarino, Inc. Caniff & Jos Campau 10035 Jos Campau Hamtramck, MI 48212 Benny Conforto (313) 875-5200	#21	Renewal/Transfer 8/31/10 Pointe Pizza, Inc. 17646 Mack Ave Grosse Pte., MI 48230 Dennis/Donna Schafer (313) 417-9770
#22	Renewal 1/1/13 Commerce Solo, Inc. Cooley Lk & Union Lk. 1575 Union Lake Rd Commerce, MI 48382 Anthony Asker (248) 366-0312	#23	Renewal 11/01/14 RT Pizza, Inc. 12 & Coolidge 2823 Coolidge Berkley, MI 48072 Roy Sera (248) 547-9880	#24	AFFILIATE Transfer 3/20/11 JetsB, LLC Auburn & Dequindre 2128 Auburn Shelby Twp., MI 48317 Robert Badellala (586) 739-7490

Exhibit D List of Michigan Franchisees as of December 31, 2021 Franchisee-Owned Units					
#25	Renewal 08/01/14 Tony Dee, Inc. 23 & D.W. Seaton 51058 D.W. Seaton New Baltimore, MI 48047 Mike Basone Kathryn Underwood (586) 716-9800	#26	Transfer 06/10/08 JJEMS, Inc. 18 & Ryan 40808 Ryan Sterling Heights, MI 48310 Adam Pittiglio (586) 978-0888	#27	Renewal 1/1/13 Farmington Solo, Inc. Orchard Lk & Grand River 30790 Grand River Farmington, MI 48336 Anthony Asker (248) 442-8900
#28	Renewal 05/01/15 Telegraph Road Pizza, LLC Telegraph & Van Born 3945 Telegraph Dearborn Hts, MI 48125 Ken Balcolm Joseph Guido Dennis Krestel (313) 359-5387	#29	Renewal 04/01/15 Double D Inc. Dixie Hwy & Walton 5308 Dixie Hwy Waterford, MI 48329 Dave Shamoun, Timothy Shamoun (248) 623-8727	#30	Renewal 06/01/15 Couchman Enterprises LLC 25 & Shelby 55125 Shelby Shelby Twp., MI 48316 Brian Couchman (248) 656-2920
#31	Renewal 1/1/13 Waterford Pizzeria, Inc. Pontiac Lk & Highland 4238 Pontiac Lake Waterford, MI 48328 Anthony Asker (248) 674-1700	#32	Renewal 11/01/15 Dejoli, Inc. Walton & Squirrel 3429 Five Points Dr Auburn Hills, MI 48326 Joe & Ann Agemy Deanna Goulait (248) 475-1900	#33	Renewal 10/01/08 Renewed 10/01/2018 Jacobs Pizzeria, Inc. 8 Mile & Wyoming 8910 W. 8 Mile Royal Oak Twp., MI 48220 Alec Adams (248) 584-2267
#34	Transfer 11/15/05 Transfer 7/3/15 Good Karma, LTD. 14 Mile & Haggerty 31130 Haggerty Farmington Hills, MI 48331 Andrew & Nicole Heron (248) 788-2511	#35	AFFILIATE Renewal 1/1/17 Ownership Change 12/6/19 Pizza Dream Team Inc. 151 N. Eton Birmingham, MI 48009 MaryLu Weaver (248) 637-7549	#36	Renewal 11/01/12 Plymouth One Pizza, LLC. Ann Arbor & Sheldon 44473 Ann Arbor Rd Plymouth Twp., MI 48170 Corey Kamyszek (734) 416-5385

Exhibit D List of Michigan Franchisees as of December 31, 2021 Franchisee-Owned Units					
#37	Renewal 09/01/15 Paletta, Inc. 23 Mile & Schoenherr 13785 23 Mile Shelby Twp, MI 48315 Paul & Loretta Miller (586) 566-6300	#38	Renewal 1/1/17 Pizza Czars, Inc. 5 & Middlebelt 29443 5 Mile Livonia, MI 48154 Ann Kozlowski (734) 266-9333	#39	Renewal 12/24/11 O.J.S.K., Inc. I-94 & Pine Grove 2844 Pine Grove Port Huron, MI 48060 Sandy & Sean Korich (810) 985-5559
#40	CLOSED	#41 .	Renewal 06/29/20 Jolav, Inc. Wayne & Warren 6546 North Wayne Rd Westland, MI 48185 Joe Lavigne (734) 728-4400	#42	Renewal 4/1/17 AGV Enterprises, LLC 27897 Orchard Lake Rd Farmington Hills, MI 48334 Andrew Vlachos (248) 426-8400
#43	Renewal 12/01/13 Transfer 10/17/19 Canton One Pizza LLC Warren & Lilley 7301 Lilley Canton, MI 48187 Pie Times Michigan LLC Michael Wassel, Philip Jarvis, Clint Kamyszak, Jeffery Kozak, Marc Vecchio, Brett Suzore, Edmund Kamyszek, Kurt Bernock (734) 414-0831	#44	CLOSED	#45	Renewal 05/01/17 J.M.E, LLC Ford & W. Middlebelt 29855 Ford Rd, Ste B Garden City, MI 48135 Matt & Carol English (734) 762-9800
#46	Renewal 07/01/08 Renewed 07/01/2018 Pizza Dancer, Inc. Hamlet Plaza 1053 Novi Northville, Mi 48167 Bob Dancer (248) 449-5387	#47	Transfer 12/28/08 Renewed 01/01/2018 S & F Enterprises LLC Fenton & Hill 5530 Fenton Flint, MI 48507 Frank & Bedelia Prainito (810) 341-6100	#48	Renewal 11/01/17 Zhetman South Lyon, L.C. 10 Mile & Rushton 21955 Pontiac Trail South Lyon, MI 48178 Matt Partyka Enele Tafa (248) 446-1400

Exhibit D List of Michigan Franchisees as of December 31, 2021 Franchisee-Owned Units					
#49	Renewal 11/01/17 Foster-Orchard Lake Pizza LLC 15 Mile & Orchard Lk 6641 Orchard Lake West Bloomfield, MI 48322 Patrick/Russell Foster (248) 737-0770	#50	Renewal 04/01/09 Renewal and Ownership Change 2/2/19 Oxford Pizza, Inc. 204 S. Washington Oxford, MI 48371 Mike Couchman, Marc Bartalino, Steve Weber, Joseph Taylor Geraci (248) 969-5387	#51	Transfer 03/20/00 Renewed 02/01/2018 Transfer 8/26/19 AFFILIATE Jet's Pizza Michigan #51 LLCDix-Toledo & Eureka 15211 Dix Toledo Southgate, MI 48195 Adam Pittiglio (734) 281-3844
#52	Renewal 1/28/07 Renewed 04/01/2018 Jenric, LLC S. Riverside & Oakland 1315 S. Riverside St. Clair, MI 48079 Marge Sertyn (810) 329-4950	#53	Renewal 4/1/08 Renewed 04/01/2018 Best Enterprises, Inc. Marsh & Haslett 1640 Haslett Ste 3 Haslett, MI 48840 Jeff Best (517) 339-9606	#54	Renewal 7/1/08 Renewed 07/01/2018 Flat Rock Pizza, Inc. Telegraph & Wilcarlton 28398 Telegraph Flat Rock, MI 48134 Cheryl Taylor (734) 783-0999
#55	Renewal 8/1/08 Renewed 08/01/2018 B.K. Enterprises II, Inc. West & Fort 2031 West Rd Trenton, MI 48183 Mike Bawol (734) 671-5387	#56	Transfer 7/31/11 Renewed 01/01/2018 Camcor Inc. 3009 Vine St Lansing, MI 48912 Jeff Best/Thomas Best (517) 351-1100	#57	AFFILIATE Transfer 5/4/11 Renewed 12/01/2018 Jetsa, LLC Auburn & Crooks 2082 Auburn Rd Rochester Hills, MI 48309 Brian Fox (248) 852-1100
#58	Renewal 01/01/09 Renewed 01/01/2019 Moore Pizza, LLC 111 West St. Gaylord, MI 49735 Elizabeth & Timothy Moore (989) 731-9929	#59	Renewal 05/01/09 Renewal 6/13/19 Haskins Enterprises, Inc. 1812 S. Van Dyke Imlay City, MI 48444 Robert & Janet Haskins (810) 721-1015	#60	AFFILIATE Transfer 1/1/14 Pizza Square Taylor, LLC 22314 Goddard Taylor, MI 48180 Richard Hickman (313) 299-4538

Exhibit D List of Michigan Franchisees as of December 31, 2021 Franchisee-Owned Units					
#61	Transfer 11/29/2021 MONROE PIZZERIA INC Telegraph & W. Noble 414 N. Telegraph Monroe, MI 48162 Justin Campbell, Michael Stewart, James Cattaneo, Anthony Lorenzano, Brice Kupke(734) 457-4200	#62	Renewal 02/17/20 New Source Investments, LLC 7 & Hayes 15235 E. 7 Mile Detroit, MI 48205 Marju Chowdhury (313) 839-4800	#63	Renewal 03/09/20 Zhetman Romeo, Inc. 30 Mile & Van Dyke 64860 Van Dyke Washington, MI 48095 Deborah Partyka (586) 752-6200
#64	Renewal 5/1/10 Renewal 1/10/19 Weinand, Inc. 31 & Gratiot 66755 Gratiot Richmond, MI 48062 Ralph Weinand (586) 727-8400	#65	CLOSED	#66	Transfer 11/14/05 Transfer 10/17/19 Canton Two Pizza LLC Haggerty & Palmer 41266 Palmer Rd Canton, MI 48188 Pie Times Michigan LLC, Michael Wassel, Philip Jarvis, Clint Kamyszak, Jeffery Kozak, Marc Vecchio, Brett Suzore, Edmund Kamyszek, Kurt Bernock (734) 397-8700
#67	Renewal 04/16/20 MKD-2, Ltd. Summit & M-24 1225 Summit Lapeer, MI 48446 Dan & Carmeleen Doell (810) 667-5387	#68	Renewal 09/01/20 JSS Enterprises of Marysville, Inc. Michigan & Gratiot 825 Michigan Ave, Ste 3 Marysville, MI 48040 Sean & Sandy Korich (810) 364-1538	#69	Renewal 09/01/14 SONNY T'S. LLC. St. Clair River & the River 1071 St. Clair River Drive Algonac, MI 48001 Russell Thomas Jr. (810) 794-7777

Exhibit D List of Michigan Franchisees as of December 31, 2021 Franchisee-Owned Units					
#70	Renewal 12/22/20 Zhetman Brighton, L.L.C. Grand River W of Old 23 8705 W. Grand River Brighton, MI 48116 Zhetman Enterprises, Inc., Matt Partyka, MaryLu Weaver (810) 225-7454	#71	Renewal 06/01/15 Milford Solo, Inc. W. Commerce & Main St 525 Main Street Ste 110 Milford, MI 48381 Anthony Asker (248) 676-9566	#72	CLOSED
#73	Renewal 07/01/16 Frosty Hill Pizza, Inc. 15 & Pontiac Trail 1126 Pontiac Trail Walled Lake, MI 48390 White Hill Holdings LLC (248) 926-2111	#74	Renewal 04/05/2021 Pizza Dancer II, Inc. 5 Mile & Haggerty 15450 Haggerty Rd. Plymouth, MI 48170 Linda Dancer (734) 420-9756	#75	Moved 06/13/16 Renewed 04/01/2018 Afordaple Pizza, Inc. 1390 S. Main St. Adrian, MI 49221 JC Ford & Pat Waple (517) 266-1300
#76	Renewal 06/21/2021 F & M Koz, Inc. 1901 S. Euclid Ste. 2 Bay City, MI 48706 Frank & Mary Kozlowski (989) 684-1111	#77	Renewal 11/17/2021 M.B.P.C., Inc. 21 Mile Road and Gratiot 47115 Gratiot Chesterfield, MI 48051 Mike Basone Phil Cusumano (586) 949-7500	#78	Renewal 07/28/2021 Orion Pizza, Inc. Lapeer & Clarkston 1091 S. Lapeer Lake Orion, MI 48360 Mike Couchman Larry Buss (248) 814-7559
#79	12/30/02 Joe C. Ford, Inc. 284 E. Columbia Ave. Belleville, MI 48111 Joe Ford (734) 697-7500	#80	Renewal 1/1/12 Doughmakers, Inc. N. Leroy & Grand Blanc 235 N. Leroy Fenton, MI 48430 Katherine Sugameli (810) 714-3100	#81	Renewal 12/12/11 Harbortown Pizza & Subs, Inc. Jefferson & Mt. Elliott 3420 E. Jefferson Detroit, MI 48207 Benny Conforto (313) 259-0500

Exhibit D List of Michigan Franchisees as of December 31, 2021 Franchisee-Owned Units					
#82	AFFILIATE TRF1/1/13 Pizza Square Allen Park, LLC White & Allen Road 6701 Allen Road Allen Park, MI 48101 Sean Stroh (313) 381-4538	#83 .	Transfer 06/27/16 Jamani, Inc. 1800 Old U.S. Ste. 109 Howell, MI 48843 Nick Woods (810) 632-1400	#84	Transfer 10/3/11 M.J. Morris International, Inc. 24th & Chestnut 1345 24th Street Port Huron, MI 48060 Cherry Morris/Roland Fraschetti (810) 966-0705
#85	Transfer 12/28/20 Keego Solo Inc 3375 Orchard Lake Keego Harbor, MI 48320 Anthony & Vanessa Askar (248) 682-3744	#86	Transfer 4/10/08 Joe C. Ford III, Inc. Sibley & King 19138 Telegraph Brownstown, MI 48174 Joe C. Ford (734) 229-1399	#87	Transfer 1/1/12 Transfer 12/03/2018 ESPV Pizza, Inc.. 9 & Telegraph 23941 W. 9 Mile Road Southfield, MI 48034 Scott Shamoun (248) 357-8300
#88	Renewal 8/1/13 Short Investments Inc. Southfield/N of 12 Mile 30120 Southfield Southfield, MI 48076 Roy Sera (248) 645-5387	#89	Renewal 12/1/13 KJD Inc. Ford & Telegraph 23541 Ford Road Dearborn, MI 48128 Barbara Guido, Kathi Balcom, Dennis Krestel (313) 274-2600	#90	Renewal 9/1/13 White Lake Pizza M59 & Bogie 901 Nordic Dr. White Lake Twp., MI 48386 Jason & Stefanie Schienle (248) 889-0011
#91	Renewal 11/1/13 Joe C. Ford II Inc. Ann Arbor Saline & Waters Rd 3127 Oak Valley Drive Ann Arbor, MI 48103 Joe C. Ford (734) 222-7544	#92	AFFILIATE 11/20/03 Pizza Ventures Inc 19 Mile & Schoenherr 42942 Schoenherr Sterling Hts., MI 48313 Dale Solitro (586) 523-5387	#93	Renewal 12/01/13 J. Midtown, Inc. W. Vernor & Hillard 4718 Anthony Wayne Dr. Detroit, MI 48206 Suroor Shamoun (313) 297-7000

Exhibit D List of Michigan Franchisees as of December 31, 2021 Franchisee-Owned Units					
#94	Renewal 3/1/14 Grand T Inc. 1130 S. Garfield Road Traverse City, MI 49686 Benny & Joseph Mirabile, Daniel & Jamie Schafer (231) 933-9309	#95	AFFILIATE 1/1/15 Pizza Square Lincoln Park LLC Mayflower & Fort 3022 Fort Street Lincoln Park, MI 48146 Victoria Walters (313) 386-5387	#96	Renewal 7/1/14 J&M White, Inc. 120 W. Highland, Ste. 800 Howell, MI 48843 James & Mark White (517) 545-8005
#97	Renewal 6/1/14 Lakers Pizza, Inc. 4443 Breton Rd. SE Kentwood, MI 49508 Darin Turner (616) 281-5450	#98	Renewal 7/1/14 D.J.T. One Inc. 1019 Baldwin Road Lake Orion, MI 48360 Dave Shamoun (248) 391-3400	#99	Renewal 7/1/14 T.J. Squared LLC 978 E. Michigan Ave. Saline, MI 48176 Jeff VanOvermeer (734) 429-9700
#100	Closed 9/13/10 Moved/Open 2/11/11 JLN Investment Group, LLC 4082 Maple Rd Bloomfield, MI 48301 James Nardi, Jr. (248) 203-2007	#101	Renewal 02/01/15 MKD Ltd. 614 N. State Street Davison, MI 48423 Dan & Carmeleen Doell (810) 658-3400	#102	Renewal 10/1/14 Rynick Enterprises, LLC 631 Romence Road Portage, MI 49024 George & Lodonja Fisher (269) 329-0528
#103	CLOSED	#104	Renewal 11/1/14 WCP Grandville LLC 4499 Ivanrest S.W. Grandville, MI 49418 Dave/Randy Reneski (616) 724-1454	#105	Transfer 01/28/08 Ownership Change 12/6/19 Italia Food Group, Inc. 11 S. Ortonville Road Ortonville, MI 48462 Tony Lorenzo, MaryLu Weaver, Gino Lorenzano (248) 627-6300
#106	Renewal 05/01/15 Cygnet Food Services Inc. 9646 Chilson Commons Circle Pinckney, MI 48169 Eric & Jennifer Gulbis (810) 231-5500	#107	Renewal 03/01/15 Transfer 8/27/19 VPSE Pizza, Inc. 24335 Plymouth Road Redford, MI 48239 Suroor Shamoun (313) 533-5323	#108	Renewal 10/1/15 Sapia Enterprises, Inc. 13735 West Warren Dearborn, MI 48126 Tony Sapia (313) 584-1400

Exhibit D List of Michigan Franchisees as of December 31, 2021 Franchisee-Owned Units					
#109	Renewal 11/01/15 Toss This, Inc. 35681 Van Born Road Romulus, MI 48174 Diane & Robert Wagner (734) 728-5387	#110	Transfer 12/31/2021 WIX PIE LLC 49402 Pontiac Trail Wixom, MI 48393 Christopher Jetts, Jason Schienle, Billy Paul, Doug Edds, Angus Kennedy, Thomas Horsley, David Phillips (248) 668-0606	#111	Transfer 04/16/2021 5150 Northland Dr NE 5150 Northland Drive N.E., Ste. K Grand Rapids, MI 49525 Jessica Gasiorek, Michael Kosztowny (616) 447-2555
#112	Transfer 01/01/09 Renewal 2/1/16 Foster-Woodward Pizza, LLC 43173 Woodward Bloomfield Hills, MI 48302 Patrick & Russell Foster (248) 858-8800	#113	Transfer 05/05/2021 DUTCH DOUGH LLC 7011 Dexter-Ann Arbor Rd. Dexter, MI 48130 Andrew & Joseph Vanovermeer (734) 424-9810	#114	Renewal 12/01/15 Transfer 2/1/19 ODK Pizza, Inc. 3321 Stadium Drive Kalamazoo, MI 49008 Daniel Kosztowny (269) 372-2600
#115	Transfer 02/19/2021 F & J Pizza, LLC. 203 W. Wackerly St. Midland, MI 48640 Christina Szymanski, Frank Colagiovanni (989) 633-9999	#116	Transfer 02/19/2021 F & J Pizza V, LLC 230 W. Main Street Flushing, MI 48433 Christina Szymanski, Frank Colagiovanni (810) 487-0400	#117	Renewal 03/01/16 F.D. Incorporated 3093 S. Linden Road, Ste B Flint, MI 48507 Frank Prainito, Duane Christoff (810) 600-1088
#118	Renewal 04/01/16 Vladimirs, Inc. 30478 Milford Road New Hudson, MI 48165 , Mark Sarcevich (248) 446-4544	#119	Renewal 10/01/16 T & J Ford Management, Inc 2109 W. Michigan Ave. Jackson, MI 49202 Joe C. Ford Todd Ford (517) 788-7833	#120	Renewal 3/1/17, Transfer 10/17/19 Canton Three Pizza, L.L.C. 45241 Cherry Hill Canton, MI 48188 Pie Time Michigan LLC, Michael Wassel, Philip Jarvis, Clint Kamyszek, Jeffery Kozak, Marc Vecchio, Brett Suzore, Edmund Kamyszek, Kurt Bernock(734) 981-8500

Exhibit D List of Michigan Franchisees as of December 31, 2021 Franchisee-Owned Units					
#121	Renewal 11/1/17 Plymouth Two Pizza, L.L.C. 47273 5 Mile Plymouth, MI 48170 Corey & Brian Kamyszek (734) 414-9800	#122	Renewal 1/1/17 F&M Koz II, Inc. 5789 State Street, Ste 4 Saginaw, MI 48603 Frank & Mary Kozlowski (989) 793-5387	#123	Renewal 5/1/17 Comstock Pizza, Inc. 4575 W. River Dr. N.E. Comstock Park, MI 49321 Paul Dudgeon (616) 647-4444
#124	AFFILIATE Transfer 08/06/2020 Jet's Pizza Michigan 124 LLC 302 W. Mitchell Street Petoskey, MI 49770 Adam Pittiglio (231) 487-1600	#125	Renewal 4/1/17 S.D.J. EnterpriseCorp 506 N. Main Street Chelsea, MI 48118 Jason Povlich (734)433-9700	#126	Renewal 10/01/16 Moved 02/07/17 WCP Lowell, LLC 11635 Fulton St. E. Lowell, MI 49331 West Coast Pizza Inc (616) 897-4800
#127	Transfer 07/28/2021 DMC W SAGINAW INC. 6227 W. Saginaw Hwy Lansing, MI 48917 Paul Cullimore (517) 323-2322	#128	Renewal 5/1/17 Joe C. Ford IV, Inc. 1298 Anna J. Stepp Ypsilanti Twp., MI 48197 Joe C. Ford (734) 484-1900	#129	Renewal 6/1/17 Best Boys, Inc. 6445 C. S Cedar Street Lansing, MI 48911 Jeff & Thomas Best (517) 882-6900
#130	Transfer 02/19/2021 F&J Pizza II, LLC 2308 S. Mission Street Mt. Pleasant, MI 48858 Christina Szymanski, Frank Colagiovanni (989) 400-4440	#131	10/10/07 Renewed 11/01/2017 Beltline Pizza Inc. 1215 Fuller Grand Rapids, MI 49505 Paul Dudgeon (616) 242-1333	#132	AFFILIATE 1/10/11 Pizza Corners, LLC 21956 23 Mile Rd. Macomb, MI 48042 Michael Schutzler (586) 598-8600
#133	01/18/08 Renewed 02/01/2018 Grand T, Inc. 3985 Beitner Traverse City, MI 49685 Benny & Joseph Mirable Dan & Jamie Schafer (231) 943-9999	#134	Renewal 12/1/17 Holland Store, Inc. 1013 S. Washington, Unit 7 Holland, MI 49423 Ryan Hickman & Daniel Michael (616) 395-5200	#135	Transfer 6/1/12 Transfer 02/1/2018 Renewed 02/01/2018 Gurwood LLC 1669 E. Main Street Owosso, MI 48867 Nickelas Woods, Chelsea Woods, Linda Gerdel (989) 723-4100

Exhibit D List of Michigan Franchisees as of December 31, 2021 Franchisee-Owned Units					
#136	Transfer 10/9/14 Renewed 04/01/2018 S&P Pizza, Inc. 590 W. Coumbia Ave, Ste H Battle Creek, MI 49015 Paul Dudgeon; Sean Gowdy; Shane Riley (269) 565-0800	#137	Transfer 6/1/12 Renewed 04/01/2018 Monroe Management, LLC 2922 Niles Ave St. Joseph, MI 49085 Helena Monroe (269) 985-0085	#138	06/09/08 Renewed 07/01/2018 F & M KOZ III 5695 Bay Road Saginaw, MI 48064 Frank & Mary Kozlowski (989) 497-7777
#139	01/01/09 Renewal 1/31/19 George 2, Inc. 950 W Norton Ave Muskegon, MI 49441 Matthew George (231) 733-0101	#140	Transfer 1/2/10 Renewed 12/01/2018 Aced Pizza, Inc. 3735 Baldwin Hudsonville, MI 49426 Brett Cecchini (616) 662-9333	#141	09/09/09 Renewal 12/30/19 J&G Pettyes, Inc. Lake Michigan Dr NW/ Wilson Ave NW 4482 Lake Michigan Dr NW Walker, MI 49534 James & Gina Pettyes (616) 791-1777
#142	04/09/09 Ownership Change 10/9/18 Renewal 6/11/19 Cascade Pizza, LLC 6275 28th St S.E. Grand Rapids, MI 49546 Paul Dudgeon, Sarah Brandt (616) 940-1888	#143	02/24/09 Renewal 1/15/19 Gaines Pizza,Inc. 6750 Kalamazoo, Ste J Grand Rapids, MI 49508 Darin Turner (616) 656-9700	#144	09/14/09 Renewal 12/30/19 EGR Pizza, LLC Btw Crosswell Ave S.E./ Bagley Ave S.E. 2163 Wealthy S.E. East Grand Rapids, MI 49506 Paul Dudgeon (616) 242-0555
#145	Renewal 07/02/20 FMJ, INC 425 West Vienna Rd, Ste 7 Clio, MI 48420 Frank Kozlowski & Justin Witucki (810) 687-5555	#146	Transfer 10/9/14 Transfer 1/31/19 EEK Pizza, Inc. 5151 Gull Rd Kalamazoo, MI 49048 Daniel Kosztowny (269) 488-2000	#147	Renewal 10/20/20 Zeeland City Pizza, LLC 11190 Chicago Dr, Ste 2B Zeeland, MI 49464 Paul Dudgeon (616) 546-2900

Exhibit D List of Michigan Franchisees as of December 31, 2021 Franchisee-Owned Units					
#148	Renewal 02/24/2021 Shoreline Pizza, Inc. 610 N. Beacon Blvd Grand Haven, MI 49417 Christopher George (616) 844-5387	#149	Transfer 06/01/2021 ICS INVESTMENT PROPERTIES LLC 1749 Plymouth Rd Ann Arbor, MI 48105 Chad Szakacs (734) 332-1300	#150	Renewal 12/10/20 Pizza Dancer III, Inc 39711 Grand River Ave Novi, MI 48375 Bob Dancer (248) 473-5387
#151	Renewal 01/23/2021 Wyoming City Pizza, LLC 952 28th St SW Wyoming, MI 49509 John Cleland, Darin Turner (616) 261-5387	#152	Renewal 04/16/2021 JTB Corp, Inc. 504 Lansing Rd Charlotte, MI 48813 Jeff Best (517) 541-1500	#153	6/11/12 U.P. Pizza, Inc. 1475 West Washington St. Marquette, MI 49855 John Varline, Jr. (906) 228-1000
#154	9/11/11 TRF 6/18/13 Transfer 12/21/2018 Love's Pizza, LLC 215 Maple Street Big Rapids, MI 49307 Sheryl Love (231) 527-0122	#155	8/10/11 Transfer 4/1/19 Fasel Management Group, LLC 14111 White Creek Ave Cedar Springs, MI 49319 Shane Fasel (616) 696-2077	#156	Renewal 11/22/2021 J&G Pettyes II Inc. 5135 Lake Michigan Drive Allendale, MI 49401 James & Gina Pettyes (616) 895-0895
#157	CLOSED 05/19/20	#158	CLOSED 11/10/14	#159	Transfer 09/15/20 DJSW Enterprises LLC 8846 E. Boon Rd Cadillac, MI 49601 Dylan Schwalm (231) 779-2000
#160	Transfer 06/01/2021 FASEL PIZZA LLC 1925 W Washington Ste C Greenville, MI 48838 Shane Fasel (616) 225-8655	#161	9/29/12 Ownership Change 11/14/16 Byron Center Pizza LLC 8233 Byron Center Ave SW Byron Center, MI 49315 John Cleland (616) 878-4748	#162	8/27/12 Caledonia City Pizza LLC 9349 Cherry Valley Ave SE Caledonia, MI 49316 Darin Turner (616) 891-8800

Exhibit D List of Michigan Franchisees as of December 31, 2021 Franchisee-Owned Units					
#163	Transfer 09/09/15 Transfer 07/09/2018 EIC, Inc. 2417 Ontario Drive St. Johns, MI 48879 Paul Cullimore Deanna Cullimore (989) 224-1711	#164	AFFILIATE 6/27/13 Romeo Plank Pizza Group #164 Inc. 16376 26 Mile Rd Unit 8 Macomb, MI 48042 Mike Schutzler (586) 677-1100	#165	9/12/13 Ownership Changes 9/19/18 Forest Hills Pizza, LLC 820 Forest Hills Ave SE Grand Rapids, MI 49546 Paul Dudgeon, Sarah Brandt (616) 940-8860
#166	2/8/14 Myafordaple Pizza, LLC 1207 W Chicago Blvd Tecumseh, MI 49286 JC Ford; Pat Waple (517) 815-1810	#167	CLOSED 10/29/17	#168	CLOSED 03/09/16
#169	10/23/14 CHERRY BEACH PIZZA, INC 159 Chartier Marine City, MI 48039 Mike Morris; Roland Fraschetti; Martin Fraschetti (810) 643-4050	#170	4/28/17 BPVH ENTERPRISES, INC 3606 W Sterns Road Lambertville, MI 48144 Tracey VanHoof (734) 568-6300	#171	08/07/2017 U.P. Pizza 2, LLC 831 N. Lincoln Rd. Escanaba, MI 49829 John Varline, Jr. (906) 212-2156
#172	12/23/19 S&S Franchises, LLC 5590 Main Street, Ste 8 Lexington, MI 48450 Sean Korich Sandy Korich (810) 359-5770_____				

Exhibit D List of Minnesota Franchisees as of December 31, 2021 Franchisee-Owned Units					
#01	02/11/08 Renewed 03/01/2018 BD Pizza, Inc. 4216 Winnetaka Ave N New Hope, MN 55428 Chris Wotrang, Scott Marty (763) 537-4100	#02	6/11/10 JP MN 2 Investments, Inc 3507 Round Lake Blvd NE Ste 200 Anoka, MN 55303 Chris Wotrang, Scott Marty (763) 432-4555	#03	6/20/12 JP MN 3 Investments, Inc. 9730 Schreiber Terrace North Brooklyn Park, MN 55445 Chris Wotrang Scott Marty (763) 354-7688
#04	11/12/13 GB Enterprises #1 INC. 415 17th Avenue North Hopkins, MN 55343 Jeff Best Brandon Grady (952) 400-1580	#05	7/8/13 JP MN 5 Investments Inc. 19 7th Ave. South St. Cloud, MN 56301 Chris Wotrang, Scott Marty (320) 230-5387	#06	02/23/15 GB Enterprises #2, Inc. 7737 Flying Cloud Dr, Eden Prairie MN 55344 Jeff Best Brandon Grady (952) 356-0600
#07	6/12/15 JP MN 7 INVESTMENTS, INC. 12410 Aberdeen St NE Blaine, MN 55449 Chris Wotrang, Scott Marty (763) 754-5387	#08	03/14/16 JP MN 8 INVESTMENTS, INC. 16338 County Rd. 30 Maple Grove, MN 55311 Chris Wotrang Scott M. Marty (763) 416-7835	#09	07/02/19 JP MN 9 INVESTMENTS INC 2158 Rice St Maplewood MN 55113 Chris Wotrang Scott Marty (651) 300-5387
#10	09/13/2021 JP MN 10 INVESTMENTS INC 4931 County Road 101 Minnetonka, MN 55345				

Exhibit D List of Missouri Franchisees as of December 31, 2021 Franchisee-Owned Units					
#01	Transfer 09/24/20 Ballwin Pizza LLC 14940 Manchester Road Ballwin, MO 63011 Andrew Dowd (636) 220-8929	#02	Transfer 09/29/20 Webster Groves Pizza LLC 234 W. Lockwood Webster Groves, MO 63119 Robert Heatherly & Nicholas Kemp (314) 695-5320	#03	CLOSED 11/01/16
#04	CLOSED 4/3/17	#05	CLOSED 12/14/20	#06	Transfer 09/29/20 Crevco Pizza, LLC 12536 Olive Blvd Creve Coeur, MO 63141 Robert Heatherly & Nicholas Kemp (314) 548-2585
#07	6/30/14 Hampton Pizza, LLC 3533 Hampton Ave St. Louis, MO 63139 Paul Dudgeon Mike Bommarito Mike Serra (314) 351-0955	#08	CLOSED 02/26/2018		

Exhibit D List of New York Franchisees as of December 31, 2021 Franchisee-Owned Units					
#01	06/01/15 WNY Enterprises LLC 2165 Delaware Ave Buffalo, NY 14216 Jeff Bonanni Harvey Solway Dominic Buccellato (716) 877-6700	#02	11.16.18 Detroit Pizza Ventures, LLC 112 9th Ave New York, NY 10011 Scott Gregerson Steven Gregerson (332) 209-5387	#03	01/17/20 Detroit Pizza NYC LLC 1165 2nd Ave New York, NY 10065 Scott Gregerson (646)-448-4400
#04	10/21/2021 JET'S PIZZA NEW YORK 4 LLC 5401 Sheridan Dr Williamsville, NY 14221 ( ) - John Jetts	#05	10/14/2021 DETROIT PIZZA EAST LLC Scott Gregerson	#06	10/26/2021 DETROIT PIZZA LLC 728 Amsterdam Ave New York, NY 10025 ( ) - Scott Gregerson

Exhibit D List of North Carolina Franchisees as of December 31, 2021 Franchisee-Owned Units					
#01	Transfer 10/23/12 Brevard Pizza Inc. 102 College Station, Ste. 1A Brevard, NC 28712 Lesley McFadden (828) 883-2888	#02	CLOSED	#03	Transfer 12/2021 GHWP 4 LLC 420 E. Arlington Blvd Ste C Greenville, NC 27858 Thomas Askew (252) 215-0091
#04	Renewal 12/08/20 Omega 1, LLC 14316 Reese Blvd W Ste D Huntersville, NC 28078 David Stevanoski (704) 992-2221	#05	Transfer 12/31/2021 GHWP 3 LLC 8365 Creedmoor Rd. Raleigh, NC 27613 Thomas Askhew (919) 845-3337	#06	1/30/12 Cary One Pizza LLC 1253 NW Maynard Rd Cary, NC 27513 Corey Kamyszek Pie Times North Carolina LLC (919) 469-4949
#07	CLOSED 08/02/2018	#08	AFFILIATE 2/3/12 Jet's Pizza North Carolina #8, LLC 920 Park Center Dr Ste 101 Matthews, NC 28105 Eric Martin (704) 845-1015	#09	Transfer 06/30/15 GHWP Company, LLC. 1564-C Highwoods Blvd Greensboro, NC 27410 Thomas Askew, Jr. (336) 854-6060
#10	AFFILIATE 12/20/11 Jet's Pizza North Carolina #10, LLC 2712 W. Mallard Creek-Church Rd Ste 420 Charlotte, NC 28262 Justin Miller (704) 595-1991	#11	AFFILIATE 2/23/13 Jet's Pizza North Carolina #11, LLC 8700 Pineville-Matthews Rd Charlotte, NC 28226 Matt Peplinski (704) 544-7227	#12	CLOSED 10/22/17

Exhibit D List of North Carolina Franchisees as of December 31, 2021 Franchisee-Owned Units					
#13	Transfer 08/16/2021 GHWP 3 LLC 3004 Wake Forest Rd Raleigh, NC 27609 Thomas Askew (919) 877-8660	#14	4/18/16 Omega 3, LLC 11500 Providence Road Charlotte, NC 28277 T. Martinez David Stevanovski (704) 333-7631	#16	AFFILIATE 09/04/2018 Jet's Pizza North Carolina #16, LLC 5124K Old Charlotte Hwy. Monroe, NC 28110 Eric Martin (704) 290-2101
#15	1/27/14 Omega 2, LLC 123-D Trade Ct Mooresville, NC 28117 Todd Martinez David Stevanovski (704) 660-0905	#17	11/3/17 GHWP RESTAURANT NO. 2, LLC 2408 Spring Garden Road Greensboro, NC 27403 Thomas Askew Jr. (336) 279-7099		

Exhibit D List of Ohio Franchisees as of December 31, 2021 Franchisee-Owned Units					
#01	Renewed 04/01/16 JSJJ Enterprises, Inc. 5392 Monroe Street Toledo, OH 43623 Jason Povlich Paul Van Hoof Clay Brown (419) 841-7700	#02	CLOSED 11/5/17	#03	Transfer 02/16/2021 WEAVER DREAM TEAM INC 7916 Mason Montgomery Rd. Mason, OH 45040 Daniel Weaver IV, Ethan Singleton, Andrew Bronowski, Nancy Johnson, Andrew Fischer, Jacob Knox, Michael Brown, Danielle Huddleston, Alexis Weaver, Alexander Zohoury, Christian Schashei, Marylu Weaver, Dana Oberliesen, (513) 229-8620
#04	Renewed 12/1/17 Pie Kingz, LLC 7554 Pearl Road Middleburg Hts., OH 44130 Sean & Mike Vlasak (440) 243-7802	#05	Transfer 10/17/11 Renewed 05/01/2018 JSJJA Enterprises, Inc. 4733 Glendale Ave Toledo, OH 43614 Jason Povlich (419) 381-6700	#06	02/28/08 Renewed 03/01/2018 Renewed 12/30/19 Ohio Pizza Inc. 3858 Main Street Hilliard, OH 43026 Marc Bartalino; Mike, Bob & Brian Couchman (614) 771-0500
#07	Transfer 02/16/2021 UNLIMITED POTENTIAL PIZZA INC 7035 Yankee Rd Liberty twp, OH 45044 Daniel Weaver IV, Ethan Singleton, Andrew Bronowski, Nancy Johnson, Andrew Fischer, Jacob Knox, Michael Brown, Danielle Huddleston, Alexis Weaver, Alexander Zohoury, Christian Schashei, Marylu Weaver, Dana Oberliesen, (513) 777-0666	#08	07/03/09 Renewed 12/30/19 Ohio Pizza 2, INC 8882 Moreland Ave Powell, OH 43065 Mike, Bob, Brian Couchman, Marc Bartalino (740) 881-9396	#09	09/21/09 Renewed 12/30/19 Pizza to You, LLC 5843 Far Hills Dayton, OH 45429 Rosemary Marrocco (937) 434-4400

Exhibit D List of Ohio Franchisees as of December 31, 2021 Franchisee-Owned Units					
#10	Renewal 04/16/20 Ohio Pizza 3, INC 8627 Sancus Blvd Polaros, OH 43240 Mike, Bob, Brian Couchman, Marc Bartalino (614) 848-8800	#11	Renewal 12/08/20 Ohio Pizza 4, INC 4740 Reed Rd Upper Arlington, OH 43220 Mike, Bob, Brian Couchman, Marc Bartalino (614) 326-0300	#12	Renewal 04/29/2021 Ohio Pizza 5, INC. 960 N. Hamilton Rd Gahanna, OH 43230 Mike, Bob, Brian Couchman Marc Bartalino (614) 475-2000
#13	Renewal 06/30/2021 Piekingz II Inc. 25947 Detroit Rd Westlake, OH 44145 Sean McEvoy/ Mike Vlasak (440) 892-1200	#14	Renewal 08/10/2021 Ohio Pizza 6, Inc. 642 N. State St Westerville, OH 43082 Mike, Bob, Brian Couchman Mark Bartalino (614) 882-5387	#15	12/26/11 S.B.E.R Pizza Group, LLC 5350 Mayfield Lyndhurst, OH 44124 Robert, Ed Ferns Si Harb Robert Reiner (440) 460-1700
#16	3/9/12 Pizza to You 2, L.L.C. 2418 Esquire Dr. Beavercreek, OH 45431 Rosemary Marrocco (937) 431-1111	#17	4/23/12 Ownership Change 12/29/19 Sandeaver Inc. 10040 Montgomery Rd. Cincinnati, OH 45242 Marylu Weaver (513) 793-4488	#18	4/20/12 Ohio Pizza 7, INC. 3864 Hard Rd. Dublin, OH 43016 Mike, Bob, Brian Couchman Marc Bartalino (614) 659-0075
#19	6/29/12 Ohio Pizza 8, INC. 5691 Woerner Temple Dublin, OH 43016 Mike, Bob, Brian Couchman Marc Bartalino (614) 764-4500	#20	Transfer 10/12/13 Ownership Change 12/29/19 Symmes Pizza, Inc. 11928 Montgomery Rd Cincinnati, OH 45249 Marylu Weaver (513) 774-0207	#21	9/24/12 Ownership Change 12/29/19 Ohio Pizza 9, INC. 6489 Pullman Drive Lewis Center, OH 43035 Mike, Bob, Brian Couchman Marc Bartalino (740) 548-1616
#22	11/19/12 Ohio Pizza 10, INC. 55 Mcnaughten Rd Reynoldsburg, OH 43213 Bob, Mike, Brian Couchman Marc Bartalino (614) 759-7200	#23	1/11/13 MSBER Pizza Group, LLC 35535 Euclid Ave #8 Willoughby, OH 44094 Robert & Edward Ferns, Si Harb, Robert Reiner, Marc Glassman (440) 954-7700	#24	12/10/12 Ownership Change 12/29/19 TGD Food Group Inc. 6679-A Dixie Hwy Fairfield, OH 45014 Marylu Weaver Gino Lorenzano Anthony Lorenzano (513) 860-5387

Exhibit D List of Ohio Franchisees as of December 31, 2021 Franchisee-Owned Units					
#25	2/22/13 Ohio Pizza 11, INC. 167 State Rte 3 Sunbury, OH 43074 Bob, Brian, Mike Couchman Marc Bartalino (740) 965-1172	#26	7/1/13 Ohio Pizza 12 Inc. 660 High Street Worthington, OH 43085 Bob, Brian, Mike Couchman/Marc Bartalino (614) 844-4400	#27	6/26/13 Pizza to You 3, LLC 228 W. Central Ave Springboro, OH 45066 Rosemary Marrocco (937) 748-5555
#28	CLOSED 1/26/17	#29	2/7/14 Ownership Change 12/29/19 Milford Pizza, Inc. 5976 Meijer Dr. Unit D Milford, OH 45150 Marylu Weaver (513) 248-0918	#30	11/16/13 Ohio Pizza 13, INC. 7356 Fodor Rd. New Albany, OH 43054 Bob, Brian, Mike Couchman Marc Bartalino (614) 855-2404
#31	4/18/14 Ohio Pizza 14, INC 201 Clint Dr Pickerington, OH 43147 Bob, Brian, Mike Couchman Marc Bartalino (614) 751-0800	#32	10/21/14 Ownership Change 12/29/19 DW & KV Pizza, Inc. 8190-C Beechmont Ave Anderson, OH 45255 Marylu Weaver Kyle Viscomi (513) 474-5387	#33	7/15/14 Pizza to You 4, LLC 6241 Old Troy Pike Huber Hgts, OH 45424 Rosemary Marrocco (937) 236-4444
#34	12/30/14 Transfer 9/16/19 KDEN Holdings, Inc. 5132-a Delhi Pike Delhi, OH 45238 Kyle Rudolph, Dan Flanigan, Edward Postel, Nicholas Holmes (513) 922-2000	#35	OPEN 5/26/15 Pie Kingz 3, Inc. 5344 Pearl Rd Parma, OH 44129 Mike Vlasak Sean McEvoy (440) 888-2100	#36	10/6/15 PIZZA TO YOU 5, LLC 3979 Indian Ripple Rd Beavercreek, OH 45440 Rosemary Marrocco (937) 426-3333

Exhibit D List of Ohio Franchisees as of December 31, 2021 Franchisee-Owned Units					
#37	12/17/15 OHIO PIZZA 15, INC. 26 Troy Rd Delaware, OH 43015 Bob, Brian, Mike Couchman Marc Bartalino (740) 363-1600	#38	12/28/16 MSBER PIZZA GROUP IV, LLC. 3473 Hudson Dr. Cuyahoga Falls, OH 44221 Marc Glassman Robert Ferns Edward Ferns Si Harb Robert Reiner (234) 334-0932	#39	7/13/17 BG PIZZA INVESTMENTS, LLC 1216 North Main Bowling Green, OH 43402 Brian Couchman; Kevin Couchman; Robert Couchman; Dave Zuzga (419) 353-0316
#40	7/11/17 PIEKINGZ 4, INC. 7878 Broadview Road Parma, OH 44134 Sean McEvoy; Michael Vlasak (216) 328-1900	#41	9/15/17 OHIO PIZZA 16, LLC 3160 Broadway Grove City, OH 43123 Marc Bartalino; Brian Couchman; Michael Couchman; Robert Couchman (614) 991-5999	#42	6/14/17 Transfer 9/25/19 YOOPER PIZZA, INC 10001 Springfield Pike Woodlawn, OH 45215 Philip J. Toms (513) 771-5387
#43	06/26/2018 Ohio Pizza 17, LLC 1242 West 5th Ave. Grandview, OH 43212 Marc Bartalino, Brian Couchman, Michael Couchman, Robert Couchman (614) 502-0428	#44	10/25/18 KDEN Holdings, Inc. 5865 Harrison Ave Cincinnati, OH 45248 Kyle Rudolph, Dan Flanigan, Edward Postel, Nicholas Holmes 513-574-7777	#45	12/3/19 Ohio Pizza 18, L.L.C. 792 Hebron Road Heath, Ohio 43056 Mike Couchman; Robert Couchman; Brian Couchman; Marc Bartalino (740) 788-3330
#46	07/22/2021 OHIO PIZZA 19 LLC 5953 Sunbury Rd Westerville, OH 43081 (614) 392-7686 Brian & Robert & Michael Couchman, Marc Bartalino	#47	08/17/2021 OHIO PIZZA 20 LLC 50 E Nationwide Blvd Columbus, OH 43215 (614) 300-7178 Brian & Robert & Michael Couchman, Marc Bartalino		

Exhibit D List of Pennsylvania Franchisees as of December 31, 2021 Franchisee-Owned Units					
#01	2/5/15 PA Pizza 1, LLC 1810 Dormont Ave Dormont, PA15216 Robert Ferns Edward Ferns Doug Zalla Robert Reiner Marc Glassman Si Harb (412) 343-9400	#2	CLOSED 07/31/16		

Exhibit D List of South Carolina Franchisees as of December 31, 2021 Franchisee-Owned Units					
#01	CLOSED 4/29/14	#02	4/30/12 Tripoli Oven LLC 216 Scuffletown Rd Simpsonville, SC 29681 John Tripoli Jeff Tripoli (864) 281-1110	#03	11/5/12 Brestin Lark, LLC 5325 Park Forest Pkwy North Charleston, SC 29418 Brenna DeWilde Justin Pugh (843) 552-0311
#04	7/8/13 Tripoli Oven II LLC 405 The Parkway Greer, SC 29650 John Tripoli Jeff Tripoli (864) 989-1900	#05	CLOSED 05/26/2018		

Exhibit D List of Tennessee Franchisees as of December 31, 2021 Franchisee-Owned Units					
#01	Transfer 09/25/20 Nui Ike, LLC 1400 Liberty Pike, Ste. 400 Franklin, TN 37067 Nicholas & Benjamin Petsch (615) 595-8883	#02	08/16/07 Renewed 09/1/2017 Pizza Titans, Inc. 10654 Concord Road Brentwood, TN 37027 Paul Dudgeon, Larry Lavigne, Mike Serra (615) 941-5455	#03	Transfer 09/12/16 Renewed 11/01/2018 Spartan Hermitage, LLC. 5205 Old Hickory Blvd Hermitage, TN 37076 JC Ford Shannon Shaya Emmet Denha (615)885-5387
#04	10/22/08 Renewed 12/01/2018 Pizza Titans II, INC 4167 Franklin Rd Murfreesboro, TN 37128 Paul Dudgeon, Larry Lavigne (615)904-7277	#05	12/30/08 Renewal 1/1/19 Bellevue Pizza, Inc 8082 Highway 100 Nashville, TN 37221 Larry Lavigne (615) 662-1110	#06	03/09/09 Renewal 4/1/19 PIZZA TITANS III, INC 15538 Old Hickory Blvd Nashville, TN 37211 Larry Lavigne (615) 833-1200
#07	04/08/09 Renewal 5/1/19 Smyrna Pizza, Inc. 539 Almaville Road Smyrna, TN 37167 Larry Lavigne, Paul Dudgeon, Mike Serra (615) 223-1028	#08	CLOSED 9/11/17	#09	Renewal 02/18/2020 West End Pizza, Inc. 213 25th Ave N Nashville, TN 37203 Larry Lavigne, Paul Dudgeon, Mike Serra (615) 329-8600
#10	Transfer 10/20/20 Ford Knox, Inc. 7331 Kingston Pike Knoxville, TN 37919 Cooper Cecchini (865) 566-0750	#11	CLOSED	#12	10/30/09 Renewal 12/30/19 J & S Weinand, Inc. 1021 Crossing Blvd Spring Hill, TN 37174 Ralph Weinand (931) 487-9700
#13	Renewal 07/09/20 Spartan Hendersonville, LLC. 112 Saundersville Rd, Ste B-212 Hendersonville, TN 37075 JC Ford Shannon Shaya Emmet Denha (615)822-4221	#14	Transfer 10/22/20 LHP Pizza Inc 130 Long Hollow Pike Goodlettsville TN 37072 Michael Crawley (615) 448-6276	#15	8/17/10 Farragut Pizza, Inc 11124 Kingston Pike Farragut, TN 37934 Joe C Ford (865) 675-0505

Exhibit D List of Tennessee Franchisees as of December 31, 2021 Franchisee-Owned Units					
#16	Transfer 12/18/12 Chattanooga Pizzeria LLC 3600 Hixson Pike Ste 102 Chattanooga, TN 37415 Paul Neumaier (423) 757-1616	#17	Renewal 01/04/2021 Green Hills Pizza Inc 2010 Richland Jones Rd Nashville, TN 37215 Larry Lavigne, Paul Dudgeon, Mike Serra (615) 292-2020	#18	Renewal 02/08/2021 Spartan Gallatin, LLC. 122 N. Belvedere Dr. Gallatin, TN 37066 JC Ford Shannon Shaya Emmet Denha (615) 451-0252
#19	Renewal 04/29/2021 MLP LLC 2975 South Rutherford Blvd Ste A Murfreesboro, TN 37130 Larry Lavigne, Paul Dudgeon, Mike Serra (615) 890-1214	#20	3/25/11 Transfer 11/21/17 Crawley Incorporated 2666 Memorial Blvd Springfield, TN 37172 Michael Crawley (615) 667-1557	#21	Transfer 11/02/20 GDB Pizza 2 LLC 1400 N. Germantown Pkwy Ste 105 Cordova, TN 38016 Dawn & Gregory Bobchick & Paul Dudgeon(901) 756-8883
#22	12/7/11 Murfreesboro Pizza 3, LLC 3325 Memorial Blvd Ste D Murfreesboro, TN 37129 Larry Lavigne, Paul Dudgeon, Mike Serra (615) 896-5550	#23	2/23/12 Transfer 04/16/2018 ACK Enterprises, Inc. 2965 Ft. Campbell Blvd Ste 200 Clarksville, TN 37042 Michael Crawley (931) 431-0002	#24	7/1/7/12 R&C Weinand, Inc. 1940 Shaddy Brook St. Columbia, TN 38401 Ralph Weinand (931) 548-2200
#25	Closed 05/19/2019	#26	11/28/12 Antioch Pizza LLC 3534 Murfreesboro Pike Ste 106 Antioch, TN 37013 Lawrence Lavigne (615) 641-5333	#27	Transfer 09/12/16 Spartan Mount Juliet, LLC. 2037 N Mt. Juliet Rd Mt. Juliet, TN 37122 JC Ford Shannon Shaya Emmet Denha (615)-754-4100

Exhibit D List of Tennessee Franchisees as of December 31, 2021 Franchisee-Owned Units					
#28	Transfer 09/12/16 Spartan Nashville, LLC. 721 Gallatin Ave East Nashville, TN 37206 JC Ford Shannon Shaya Emmet Denha (615) 262-5051	#29	CLOSED	#30	2/5/13 Transfer 04/16/2018 ACK Enterprises2, Inc. 1849 Madison Street Clarksville, TN 37043 Michael Crawley (931) 647-2000
#31	CLOSED 03/12/2018	#32	Transfer 11/02/20 MP1 LLC 7780 US Hwy 64 Bartlett, TN 38133 Gregory & Dawn Bobchick & Paul Dudgeon (901) 383-5387	#33	Transfer 5/15/15 JACKSON PIZZA, LLC 406 Oil Well Rd Jackson, TN 38305 Larry Lavigne, Anthony McGrath, Aaron Roman (731) 300-4555
#34	CLOSED 01/14/2018	#35	CLOSED 01/22/2018	#36	CLOSED 9/11/17
#37	Transfer 11/02/20 GDB Pizza 1 LLC 4695 Poplar Ave Memphis, TN 38117 Dawn, Gregory Bobchick and Paul Dudgeon (901) 207-4200	#38	CLOSED 02/05/2018	#39	12/30/15 NUI IKE III, LLC 1110 Hillsboro Rd Franklin, TN 37064 Kevin & Marcia Petch, Ben Petsch, Nick Petsch (615) 435-3375
#40	10/13/16 Jackson Pizza #2, LLC. 9 Chloe Place, Suite A Jackson, TN 38305 Tony McGrath Aaron Roman Patricia Waldrup (731) 300-7992	#41	7/31/17 JP PIZZA, LLC 1983 W Morris Blvd. Morristown, TN 37814 Terry/Aleshia Lunsford (423) 616-0616	#42	07/22/2021 MARYLAND FARMS PIZZA LLC 101 Creekside Crossing Suite 100 Brentwood, TN 37027 (615) 712-8772 Earon & Kristan Edwards

Exhibit D List of Texas Franchisees as of December 31, 2021 Franchisee-Owned Units					
#01	Renewal 7/1/17 TRF 6/30/17 J. Squared Enterprise, LLC 5040 N. Tarrant Pkwy, Ste 114 Fort Worth, TX 76244 Jason Super (817) 281-8700	#02	CLOSED 3/26/19	#03	CLOSED 12/31/15
#04	Transfer 12/01/16 Transfer 2/8/19 PRISM Ventures TX01, Inc. 9001 Brodie Lane Ste A2 Austin, TX 78748 David Falato, Joann Falato, Adam Pittiglio, Dale Solitro, Brian Connelly, Frank Hermiz, Jeremiah Daniel, George Tasevski, Eric Connelly, Vito Sorrentiono, Clayton Lindsey (512) 280-1010	#05	9/5/12 VM Services, LLC 7151 Preston Rd Ste 331 Frisco, TX 75034 Matthew Colagiovanni (972) 377-9700	#06	12/18/12 Transfer 05/23/2018 Jasonasuper Enterprise, LLC 8509 Davis Blvd N. Richland Hills, TX 76182 Jason Super (817) 281-5387
#07	Transfer 05/25/16 BAM Pizza Holdings, LLC 20079 Stone Oak Pkwy San Antonio, TX 78258 Michael Higby Andrew Kovacs Britton Higby (210) 497-1900	#08	OPEN 1/1/15 Sterling Pizza 1, LLC 2708 Pearland Pkwy Pearland, TX 77581 Art Baudakian Bill Daugherty (281) 485-9700	#09	CLOSED 02/02/16
#10	4/2/14 Waple Family Corporation 1601 E Debbie Ln Mansfield, TX 76063 Robert & Amy Waple (817) 453-5387	#11	Transfer 10/2/14 Transfer 02/19/2018 Pizza Leona, Inc. 2001 Cross Timbers Rd Flower Mound, TX 75028 Robert Duprey, Jason Stanecki, Chris Duprey, Dennis Carignan, Jon Duprey (972) 221-5387	#12	B,C&D LLC 2248 Central Drive Bedford, TX 76021 Jason Super 817-494-3365

Exhibit D List of Texas Franchisees as of December 31, 2021 Franchisee-Owned Units					
#13	OPEN 1/13/15 Jazzy Pizza LLC 24225 Kuykendahl Drive Tomball, TX 77375 Robert Kozak Matt Modrzejewski (281) 942-4520	#14	NOT ASSIGNED	#15	Closed
#16	CLOSED 04/15/2018	#17	6/13/19 Flaim Group, LLC 4621 W. Bailey Boswell Rd. Fort Worth, TX 76179 Nicolas Flaim Kristy Flaim (817)-754-5387	#18	11/7/19 Diez Group Enterprises 2222 Rayford Road, Suite 102 Spring, TX 77386 Gerald F. Diez Jr. April L. Diez Alex Manglapane (346)-500-5387
#19	12/3/19 Prism Ventures TX 02, Inc. 8900 S Congress Ave 2 Number 17 Austin, Texas 78745 David Falato, JoAnn Falato, Adam Pittiglio, Dale Solitro, Eric Connelly, Vito Sorrentino, Brian Connelly, Frank Hermiz ,Clayton Lindsey, Jeremiah Haniel, George Tasevski (512)599-4356	#20	03/09/2021 PRISM VENTURES TX03 INC 3003 S Lamar Blvd F130A Austin, TX 78704 (737) 400-9292 Frank Hermiz, Jeremiah Daniel, George Tasevski, Eric Connelly, Joann & David Falato, Jeremy Winn, Dale Solitro, Adam Pittiglio, Vito Sorrentino, Clayton Lindsey, Kirsten Kothmann	#21	08/23/2021AFFILIATE JET'S PIZZA TEXAS #21 LLC 1420 Cypress Creek Road Suite 400 Cedar Park, TX 78613 ( ) - Jeremiah Daniel
#22	09/02/2021 SWIFT RIVER LLC 2611 Mills Branch Dr Suite 100 Kingwood TX 77345 ( ) - Roma Patel				

Exhibit D List of Utah Franchisees as of December 31, 2021 Franchisee-Owned Units					
#01	11/08/2021 WINGMAN ENTERPRISES LLC Eric & Kimberly & William Holmes				

Exhibit D List of Virginia Franchisees as of December 31, 2021 Franchisee-Owned Units					
#01	1/6/13 Our American Dream, Inc. 4402 Princess Anne Rd Virginia Beach, VA 23462 Kenneth Wisser(757) 467-4700				

Exhibit D List of Wisconsin Franchisees as of December 31, 2021 Franchisee-Owned Units					
#01	8/23/11 WJ Pizza, LLC 9129 W. Greenfield Ave West Allis, WI 53214 William & Patrick Waple Nathan & Loren Jordan (414) 831-5800	#02	Renewal 10/14/2021 VVH LLC 202 W. Main Street Little Chute, WI 54140 Tim Verstegen, Paul Van Hoof (920) 687-8510	#03	3/17/15 DJW FDL, LLC 1111 E Johnson St Fond du Lac, WI 54935 Jim Wiegel (920) 922-5387
#04	01/29/16 Madison Pizza, LLC. 2491 N. 124th St. Brookfield, WI 53005 Loren Jordan Nathan Jordan Michael Kort (262) 788-5007	#05	03/21/16 Badgerland Pizza, LLC. 2831 Parmenter Middleton, WI 53562 Matthew Girard (608) 841-1700	#06	11/24/17 JETMENMILWAUKEE, LLC 1857 E Kenilworth Pl. Milwaukee, WI 53202 Joe Gallucci; Louis Gallucci; Doug Pierard; Kevin Pierard (414) 276-3000
#07	11/25/16 JRK PIZZA, LLC. 6813 N. Green Bay Rd. Glendale, WI 53209 Nathan Jordan Michael Kort Nadia Kort Jim Rodriguez (414)533-0082	#08	01/08/20 DJW GBW LLC 1601 Shawano Ave Green Bay WI 54303 Jesika, James Weigel (920) 494-5387	#09	01/29/2021 WJ PIZZA WAUKESHA LLC 530 West Sunset Dr, Ste D Waukesha WI 53189 (262) 333-8620 William Waple, Nathan Jordan, James Crabtree, Michael Kort

FDD EXHIBIT E
LIST OF FORMER JET'S PIZZA, INC. FRANCHISEES

Exhibit E

Franchisees Who Had a Store That Was Terminated, Cancelled, Not Renewed, Transferred or Otherwise Voluntarily or Involuntarily Ceased to Do Business Under the Franchise Agreement

For the Year Ended December 31, 2021

FL009: Florida Pizza 3 LLC 2045 Gulf to Bay Blvd Unit C Clearwater FL 33765	FL010: Florida Pizza 5 LLC 1350 Main Street Dunedin, FL 34698
FL035: Florida Pizza 4 LLC 14624 N Dale Mabry Hwy Tampa FL 33618	FL038: JA1 Pizza LLC 3300 Bonita Beach Rd Ste 119 Bonita Springs, FL 34134
IL004: TJM Pizza Corp 2425 West 75th St Darien IL 60561	IL012: Triple J Pizza 2309 Essington Rd Joliet IL 60435
IL019: MSG Pizza Corp 1805 N Harlem Ave Chicago IL 60707	IN006: M&M Pizza # 2 LLC 5825 Maplecrest Rd Fort Wayne, IN 46835
MI003: Samoan Enterprises Ltd 37160 Dequindre Sterling Hts MI 48310	MI061: Monroe Pizzeria Inc 414 N Telegraph Monroe MI 48612
MI110: Wix Pie LLC 49402 Pontiac Trail Wixom MI 48393	MI111: 502Pizza LLC 5150 Northland Drive NE Grand Rapids MI 49525
MI113: Dutch Dough LLC 7011 Dexter-Ann Arbor Rd Dexter MI 48130	MI127: DMC W Saginaw Inc 6227 W Saginaw Hwy Lansing MI 48917
MI149: ICS Investment Properties LLC 1749 Plymouth Rd Ann Arbor MI 48105	MI160: Fasel Pizza LLC 1925 W Washington Greenville MI 48838
NC003: GHWP 4 LLC 420 E Arlington Blvd Greenville NC 27858	NC005: GHWP 3 LLC 8365 Creedmoor Rd Raleigh NC 27613
NC013: GHWP 3 LLC 3004 Wake Forest Rd Raleigh NC 27609	OH003: Weaver Dream Team Inc 7916 Mason Montgomery Rd Mason OH 45040
OH007: Unlimited Potential Pizza Inc 7035 Yankee Rd Liberty Twp OH 45044	OH009: WJ Pizza Waukesha LLC 530 West Sunset Dr Waukesha WI 53189

FDD EXHIBIT F
GUARANTY AND ASSUMPTION OF OBLIGATIONS

EXHIBIT F

GUARANTY

In consideration of, and as an inducement to, Jet's America, Inc., a Michigan corporation ("**Franchisor**"), to execute that certain Franchise Agreement (the "**Franchise Agreement**") with _____ ("**Franchisee**"), dated on or about _____, each of the undersigned (the "**Guarantors**"), jointly and severally, agree as follows:

1. Each of the Guarantors, jointly and severally, unconditionally guarantees to Franchisor and its successors and assigns, that all of Franchisee's obligations under the Franchise Agreement and under other agreements or arrangements between Franchisee and Franchisor (collectively, "**Franchisee Obligations**"), will be punctually paid and performed. Guarantors shall pay or cause to be paid all monies payable by Franchisee to Franchisor and its affiliated and related entities, including but not limited to all monies payable by Franchisee under the Franchise Agreement, without right of set-off, on the date and in the manner required for payment.

2. Guarantors unconditionally guarantee full performance and discharge by Franchisee of all Franchisee Obligations on the date and times and in the manner required.

3. Without limiting any of the foregoing, Guarantors agree to be personally bound by the covenants set forth in the Franchise Agreement, including in Sections 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 18.

4. Guarantors shall indemnify, defend and hold harmless Franchisor and its affiliates, and their respective shareholders, directors, employees, and agents, against and from all losses, damages, costs, and expenses, including, but not limited to, attorneys' fees and costs, which Franchisor and its affiliates may sustain, incur, or become liable for by reason of: (a) Franchisee's failure to perform the Franchisee Obligations or to do and perform any other act, matter, or thing required by the Franchise Agreement; or (b) any action by Franchisor to obtain performance by Franchisee of any of the Franchisee Obligations. Guarantors agree that any indemnification pursuant to this paragraph shall be subject to the same terms and conditions as described in Section 9.5 of the Franchise Agreement.

5. Franchisor shall not be obligated to proceed against Franchisee or exhaust any security from Franchisee or pursue or exhaust any remedy against Franchisee before proceeding to enforce the obligations of the Guarantors herein set out, and the enforcement of such obligations may take place before, after, or contemporaneously with enforcement of any debt or Franchisee Obligations against Franchisee.

6. Without affecting the Guarantors' obligations under this Guarantee, Franchisor, without notice to the Guarantors, may extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee. Guarantors waive notice of amendment of the Franchise Agreement and notice of demand for payment or performance by Franchisee.

7. Guarantors acknowledge and represent that the undersigned Guarantors represent: all of the owners of any interest in Franchisee.

8. All obligations and liabilities of the Guarantors arising from the Franchisee Obligations shall remain in full force and effect until satisfied or discharged by Franchisee or the Guarantors. The death of an individual Guarantor shall not affect the obligations of any other Guarantors, which will continue in full force and effect. The estate of a deceased individual Guarantor shall be bound by this Guarantee as to: (a) defaults and obligations existing hereunder at the time of the Guarantor's death, and (b) performance of Franchisee Obligations while the franchised business is under the direction and control of the Guarantor's executor.

9. The provisions of Section 18 of the Franchise Agreement shall govern the interpretation and enforcement of this Guaranty.

10. This Guaranty is fully assignable by Jet's America, Inc.

11. This Guaranty may be executed in one or more counterparts, each of which is an original, and all of which together constitute one agreement between the parties. Execution and delivery of an executed party's signature page of this Guaranty by electronic signature, whether digital or encrypted, is intended to authenticate this writing and to have the same force and effect as a manual signature.

IN WITNESS WHEREOF, each of the undersigned has signed this Guaranty as of the date of the Franchise Agreement.

GUARANTOR(S)	**PERCENTAGE OF OWNERSHIP IN FRANCHISE**
Signature:_____ Print Name:_____	_____%
Signature:_____ Print Name:_____	_____%
Signature:_____ Print Name:_____	_____%

Acknowledged by:

Jet's America, Inc.

By:_____
Name:_____
Title:_____

FDD EXHIBIT G
RELATED PARTY CONFIDENTIALITY AGREEMENT

EXHIBIT G

RELATED PARTY CONFIDENTIALITY AGREEMENT

[See attached]

Jet's Pizza
RELATED PARTY CONFIDENTIALITY AGREEMENT ("Agreement")

Check box that applies:

☐ I am an employee of the Jet's Pizza franchisee ("Franchisee") listed below, and I am entering into this Agreement in consideration for my employment or continued employment with Franchisee.

☐ I am an owner, officer, director or management personnel of the Jet's Pizza franchisee ("Franchisee") listed below, or a trustee or beneficiary of a trust that owns an equity interest in Franchisee, and I am entering into this Agreement with the awareness and understanding that this agreement is an obligation of Franchisee under its Franchise Agreement with Jet's America, Inc.

I acknowledge that Jet's America, Inc. ("Franchisor") has developed and continues to develop on an ongoing basis the Jet's Pizza Franchise System (the "Franchise System") that includes unique recipes, processes, methods of operation and other trade secrets, and that such trade secrets are the property of Franchisor, that the purpose of this Agreement is to help protect such trade secrets, and that my execution of this Agreement is a requirement in order for Franchisee to own and operate a Jet's Pizza franchise.

THEREFORE, for valuable consideration, I agree as follows:

I agree that the "Trade Secrets" (as defined below) are the property of Franchisor.

I agree not to use, divulge, disclose, disseminate or transfer any Trade Secrets, except as necessary to perform my duties as an employee, owner, officer, director or manager with Franchisee in connection with its Jet's Pizza franchise, without the prior written consent of the Chairman of the Board, President, or a Vice President of Franchisor.

I agree that upon the termination of my employment or other relationship with Franchisee or upon demand by Franchisor, whichever occurs first, I will immediately return all Trade Secrets or documents or other media containing Trade Secrets to Franchisor, and will not keep any copies, electronic or otherwise.

For purposes of this Agreement, "Trade Secrets" means, except as excluded below, all information concerning Franchisor, its assets, business, franchisees or the Jet's Pizza Franchise System, and all information integrally related to the goodwill attached to the trademarks or service marks owned or used by Franchisor in connection with the Franchise System or the goodwill or going concern value of the Franchise System. "Trade Secrets" may include information disclosed to Franchisee orally, in writing, electronically or in any other way, and may include information compiled or developed by Franchisee in the conduct of its Franchise business. "Trade Secrets" specifically includes, but is not limited to, all or any part of information concerning individual ingredients, combinations of ingredients, recipes and procedures for the preparation of menu items; processes or procedures for the operation of a Jet's Pizza franchise; training materials and methods concerning a Jet's Pizza franchise; the Jet's Pizza Operations Manual; the terms of contracts between

Franchisor and third parties; advertising or marketing plans or strategies; and information concerning Jet's Pizza customers, including names, addresses, telephone numbers, e-mail addresses, and information concerning their purchases of Jet's Pizza products. "Trade Secrets" do not include information that is public knowledge (without unauthorized disclosure by any person), or information that was lawfully obtained from a third party under no obligation of confidentiality to Franchisor.

I further acknowledge and agree that any unauthorized disclosure or use of Franchisor's Trade Secrets may cause irreparable damage to Franchisor. In the event of my breach or threatened breach of this agreement, in addition to any other rights or remedies Franchisor may have, Franchisor shall be entitled to emergency relief, including an *ex parte* temporary restraining order, or a temporary or permanent injunction to enforce this Agreement. I further agree to pay all costs incurred by Franchisor to enforce its rights or remedies under this Agreement, including reasonable attorney fees.

Signatory acknowledges and agrees that Franchisor is an intended third party beneficiary of this agreement. Signatory further acknowledges and agrees that Franchisee is an independent owner of the applicable Jet's Pizza Franchise and not an agent of Franchisor.

This Agreement may be executed in multiple counterparts, each of which shall constitute an original Agreement, but all of which shall constitute only one Agreement. Execution and delivery of an executed party's signature page of this Agreement by electronic signature, whether digital or encrypted, is intended to authenticate this writing and to have the same force and effect as a manual signature.

IN WITNESS OF this Agreement, I have signed below.

FRANCHISEE:	SIGNATORY:
_____ Signature	_____ Signature
_____ Name	_____ Name of Related Party
_____ Its	
_____ Date	_____ Date

FDD EXHIBIT H
RELATED PARTY NON COMPETE

EXHIBIT H

RELATED PARTY AGREEMENT NOT TO COMPETE

[See attached]

Jet's Pizza
RELATED PARTY AGREEMENT NOT TO COMPETE

I am a "Related Party" (as defined below) with respect to the Jet's Pizza Franchisee ("Franchisee") listed below. I understand that Franchisee has an obligation under its Jet's Pizza Franchise Agreement (the "Franchise Agreement") to obtain an executed Agreement Not to Compete ("Agreement") from me, as well as from other Related Parties. Therefore, I have agreed to execute this Agreement.

Franchisee:	
Location:	

THEREFORE, for valuable consideration, I agree as follows:

1. Restrictive Covenants. During the term of the Franchise and for a period of three years after the expiration or termination of the Franchise, I will not:

1.1 Compete with Franchisor or any Jet's Pizza restaurant;

1.2 Advertise in or solicit orders from the exclusive territory assigned to any other Jet's Pizza restaurant, or otherwise divert or attempt to divert any business or customer away from Franchisor or any Jet's Pizza restaurant; or

1.3 Employ or solicit any person who is or was at any time during the prior six (6) months employed by Franchisor or any Jet's Pizza restaurant, or induce any such person to leave his or her employment.

For purposes of this Agreement, the Franchise shall be deemed to have terminated with respect to me at such time as I no longer fall within the definition of a "Related Party."

2. Definitions. The following terms have the following meanings for purposes of this Agreement:

2.1 To "compete" with Franchisor or any Jet's Pizza restaurant includes but is not limited to direct or indirect, for compensation or otherwise, involvement as an owner, stockholder, director, officer, member, manager, partner, employee, lender or consultant, or the provision of any other type of assistance, with or to a business:

(a) More than fifty (50%) percent of the gross revenue of which is attributable to the sale of pizza, submarine sandwiches and other items similar to those offered by Jet's Pizza restaurants ("Competitive Restaurants"), and located within eight (8) miles of the Location stated

above, or within five (5) miles of any other Jet's Pizza restaurant, other than at a Jet's Pizza franchised restaurant licensed by Franchisor; or

(b) Engaged in the sale of franchises for Competitive Restaurants or the ownership or operation of a system of franchised or licensed Competitive Restaurants.

2.2 "Franchise" means the Jet's Pizza franchise owned by Franchisee, its successors and assigns.

2.3 "Related Party" means an owner, stockholder, director, officer, member, manager, partner, restaurant manager or key employee of Franchisee, or a trustee or beneficiary of a trust that owns an equity interest in Franchisee.

3. Judicial Modification. If any court or arbitration tribunal determines this Agreement not to compete to be unenforceable because it is too broad, either in terms of the length of time, or geographical area, or nature of activities covered, or otherwise, its scope shall be deemed to be automatically restricted to the extent necessary to be enforceable.

4. Third Party Beneficiary. I acknowledge and agree that Franchisor is an intended third party beneficiary of this Agreement.

5. Equitable Remedies. I acknowledge that in the event of my breach of this Agreement, Franchisor's damages may be irreparable or impossible to measure. Therefore, in addition to any other rights or remedies Franchisor has or may have, in the event of any breach or threatened breach of any of this Agreement by me, Franchisor shall be entitled to equitable relief, including but not limited to an *ex parte* temporary restraining order, or a temporary or permanent injunction, to enforce the terms of this Agreement.

6. Severability. In the event any provision of this Agreement is judged to be illegal or unenforceable, the remaining provisions shall remain in full force and effect.

7. Independent Owner. I acknowledge and agree that Franchisee is an independent owner of the applicable Jet's Pizza Franchise and not an agent of Franchisor.

8. Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall constitute an original Agreement, but all of which shall constitute only one Agreement. Execution and delivery of an executed party's signature page of this Agreement by electronic signature, whether digital or encrypted, is intended to authenticate this writing and to have the same force and effect as a manual signature.

[Signatures on Following Page]

FRANCHISEE:	SIGNATORY:
_____ Signature _____ Name _____ Its _____ Date	_____ Signature _____ Name of Related Party _____ Date

FDD EXHIBIT I
BUSINESS PURPOSE AFFIDAVIT

EXHIBIT I

BUSINESS PURPOSE AFFIDAVIT

[See attached]

Jet's Pizza
BUSINESS PURPOSE AFFIDAVIT

I, _____,
state the following to be true to the best of my knowledge, information and belief:

1. I have entered into, or I am entering into, a Franchise Agreement (the "Franchise Agreement") with Jet's America, Inc., a Michigan corporation ("Franchisor"), under which I will acquire an interest in a Jet's Pizza restaurant franchise.

2. Under the terms of the Franchise Agreement, I am or will be obligated to pay certain sums of money to Franchisor, and in the event of a default in the payment of such obligations, the obligations shall constitute an extension of credit and shall accrue interest.

3. The reason for any such extension of credit is for business purposes, i.e. the acquisition of an interest in a Jet's Pizza franchise under the Franchise Agreement.

4. I acknowledge that this Affidavit is a condition precedent to my acquisition of an interest in a Jet's Pizza franchise, and that Franchisor is relying on this Affidavit in agreeing to enter into a Franchise Agreement.

Date: _____ _____
Signature

_____
Printed Name

_____
Franchise Location

FDD EXHIBIT J
OWNERSHIP CERTIFICATE

EXHIBIT J

OWNERSHIP CERTIFICATE

[See attached]

Jet's Pizza
OWNERSHIP AND MANAGEMENT CERTIFICATION

Franchisee:	
Location:	

I state the following to be true, to the best of my knowledge, information and belief, with the intent that this information be relied upon by JET'S AMERICA, INC., a Michigan corporation.

The franchisee named above ("Franchisee") is a--

[ ] Corporation; or
[ ] Limited liability company;

formed in the state of _____

I am an owner, director, officer or manager of Franchisee, or a trustee or beneficiary of a trust that owns an equity interest in Franchisee, and am authorized to submit this certification.

If Franchisee is a Corporation:

SHAREHOLDERS:	No. or % of Shares

Board of Directors:

_____

_____

_____

_____

_____

Officers:

Chairperson: _____

President: _____

Vice President: _____

Treasurer: _____

Secretary: _____

Other Key Employees:

_____

_____

_____

If Franchisee is a Limited Liability Company:

Members:	% Ownership

Managers:

_____
_____
_____
_____
_____

Officers (if any):

Chairperson: _____
President: _____
Vice President: _____
Treasurer: _____
Secretary: _____

Other Key Employees:

_____
_____
_____

Date:_____

_____
Signature

Name:_____

Title:_____

FDD EXHIBIT K-1
TRANSFER AGREEMENTS

EXHIBIT K-1

SAMPLE FORMS OF TRANSFER AGREEMENTS

[The following are samples of forms used by Jet's in approving the transfer of a franchise. Please note that these are only samples, and some of the terms of the agreements are subject to change based on the circumstances of the transfer.]

[See attached]

Jet's Pizza
AGREEMENT REGARDING TRANSFER OF FRANCHISE
(Stock Sale to Unrelated Third Party)

THIS AGREEMENT (the "Agreement") is between the following parties:

"Franchisor:" JET'S AMERICA, INC., a Michigan corporation;

"Franchisee:" _____;

"Franchisee Owner(s):"_____;

"Buyer:" _____; and

"Buyer Owner(s):" _____.

This Agreement shall be binding upon its execution by all parties.

BACKGROUND:

Franchisee owns a Jet's Pizza franchise (the "Franchise"), located at _____ (the "Location"), pursuant to a Franchise Agreement (the "Franchise Agreement") with Franchisor dated _____. Franchisee Owner(s) own all of the outstanding equity interests (stock or membership interests) of Franchisee (the "Shares"), and desire to sell all or a portion of such Shares to Buyers, pursuant to the terms and conditions of a purchase agreement (the "Purchase Agreement") dated _____. This sale of such Shares constitutes a transfer of the Franchise under the terms of the Franchise Agreement and requires the consent of Franchisor. Franchisor agrees to consent to the transfer of the Franchise, subject to the terms and conditions of this Agreement.

THEREFORE, the parties agree as follows:

1. Consent to Transfer of Franchise. Franchisor consents to the transfer and assignment of the Franchise by reason of the sale of the Shares of Franchisee to Buyer pursuant to the Purchase Agreement, subject to the terms and conditions of this Agreement.

2. Effective Date; Effectiveness. Provided that each of the covenants and conditions set forth in this Agreement are satisfied in full on the date of this Agreement or such other date expressly specified herein, the effective date (the "Effective Date") of the transfer of the Franchise shall be the later date of an authorized signatory of Franchisor executing this Agreement or the date of closing of the transaction contemplated by the Purchase Agreement (the "Closing"). Notwithstanding anything to the contrary herein or in the New Franchise Agreement (defined below), in the event each condition is not satisfied on a timely basis, Franchisor's consent to transfer as set forth in Section 1 above and Franchisor's release as stated in Section 8.2 shall be deemed null and void and of no effect, and Franchisor has the right to terminate the Franchise Agreement and the New Franchise Agreement immediately upon notice to the Franchisee, as a

material breach of this Agreement, the Franchise Agreement and, if applicable, the New Franchise Agreement.

3. Covenants and Conditions to Consent to Transfer. Each of the Franchisee, Franchisee Owner(s), Buyer and Buyer Owner(s) covenants and agrees to fulfill each of the following conditions on a timely basis (time is of the essence):

3.1 Franchisee and Buyer's Owner(s) shall duly execute a New Franchise Agreement (as defined in Section 9 below) and all ancillary documents related thereto, on Franchisor's standard forms, at or prior to the Closing.

3.2 Each beneficial owner of Buyer who owns a ten (10%) percent or greater interest in Franchisee must, jointly and severally, personally guarantee Franchisee's duties and obligations by duly executing and delivering to Franchisor at or prior to the Closing a Personal Guaranty on Franchisor's standard guaranty form.

3.3 Buyer and Buyer's Owners shall complete Franchisor's ownership certification form listing all owners and their percentage ownership prior to the Closing.

3.4 Buyer or Franchisee shall pay Franchisor a transfer fee of Four Thousand Dollars ($4,000.00) concurrently with the execution of this Agreement.

3.5 _____ and _____ shall undergo Franchisor's initial training program at a time and place to be agreed upon, provided that the training program is completed not later than _____.

3.6 The sale transaction described in the Purchase Agreement is closed and consummated within sixty (60) days of the date hereof.

3.7 Franchisee agrees to complete the following remodeling requirements not later than _____:

[Description of Remodeling Requirements]

4. Waiver by Franchisor. Franchisor waives any rights that it has related to the transfer of the Shares described herein to purchase the Franchise or any assets related to the Franchise, or to assume the lease for the Location, whether such rights arise under the Franchise Agreement or otherwise.

5. Representations, Warranties and Covenants.

5.1 Buyer, Buyer's Owners, Franchisee and Franchise Owner each hereby represent and warrant that the Purchase Agreement has been executed, delivered, and is valid and binding on each of the parties thereto, and that the purchase price of _____ ($____) for the Franchisee's business and assets has been or shall be paid as provided therein.

5.2 Franchisee and Franchisee Owner(s) hereby covenant, agree and represent and warrant as follows:

(a) None of Franchisee, Franchisee Owner(s) or any Related Party thereto, is or will be a competitor of Franchisor or any Jet's Pizza restaurant, or have or will misuse the Marks or Proprietary Information (as defined in the Franchise Agreement and related documents). As used in this Agreement, the term "Related Party" means any equity owner, director or officer of a person or entity, or any immediate family member of a director, officer, equity owner of such person, including parents, children, stepparents, stepchildren, spouses, siblings and in-laws.

(b) None of the Buyer, Franchisee, Franchisee Owner(s) or any Related Party thereto, is in breach or default under any contract with Franchisor or any of its affiliates.

5.3 _____% of Franchisee Owner(s)' issued and outstanding Shares in Franchisee have been transferred to Buyer.

6. Acknowledgment of Performance by Franchisee. Franchisor acknowledges that as of the Effective Date, Franchisee has paid in full all royalty fees and other fees or amounts due Franchisor under the Franchise Agreement or in connection with the Franchise. In reliance on the representations, warranties and covenants set forth in Section 5 above, Franchisor further acknowledges that as of the Effective Date, Franchisee has fully performed all of its other duties and obligations under the Franchise Agreement, except to the extent that it has failed to pay any amount due a third party, such as but not limited to suppliers, Franchisee's landlord, taxing authorities, or other creditors.

7. Franchisee Owners' Continuing Obligations. As of the Effective Date the Franchise shall terminate with respect to Franchisee Owner(s), and except as specifically provided otherwise in this Agreement the consequences of termination shall be governed by the Franchise Agreement, including but not limited to the following:

7.1 Franchisee Owner(s) shall immediately cease using the Marks, and any variations which may confuse, deceive, or mislead the public, and shall file a certificate of termination of assumed name with respect to any assumed name filing containing the words "Jet's," "Jet's Pizza" or any other Marks of Franchisor.

7.2 Franchisee Owner(s) shall immediately return the Jet's Pizza Operations Manual to Franchisor.

7.3 Franchisee Owner(s) shall continue to be bound by the Franchise Agreement and related documents with respect to provisions concerning trademarks, trade secrets, confidential or proprietary information, intellectual property, and covenants not to compete.

8. Release.

8.1 Franchisee and each Franchise Owner releases the persons described below from any and all claims that any of them has or may have related to the Franchise Agreement or the Franchise, arising through the Effective Date, whether or not he, she, they or it is aware of any such claim. The persons released are Franchisor, all businesses or entities related to Franchisor through common ownership or control, and their respective members, managers, shareholders, directors, officers, employees, agents, successors and assigns.

8.2 Subject to the following sentences in this section, Franchisor releases Franchisee Owner(s) from the Personal Guaranty(ies) s/he or they executed dated _____. For clarification, notwithstanding anything to the contrary in this Agreement, Franchisee and each Franchisee Owner(s) shall continue to be bound by any Related Party Confidentiality Agreement and Related Party Agreement Not to Compete the Franchise Agreement executed by him/her, and by the any provision of the Franchise Agreement that by its terms survives termination of the Franchise Agreement, including without limitation provisions concerning use of trademarks and intellectual property, protection of trade secrets, confidential or proprietary information, and covenants not to compete. Notwithstanding anything to the contrary herein, Franchisee and Franchisee Owner shall continue to be bound by the indemnification obligations related to any act or liability of the Franchisee arising under the Franchise Agreement prior to the Effective Date.

9. New Franchise Agreement with Franchisee. Concurrently with this Agreement, Buyer is required to enter into a new franchise agreement (the "New Franchise Agreement") with Franchisor concerning the Location, on Franchisor's current standard form. In connection with the New Franchise Agreement, and notwithstanding any provision of the New Franchise Agreement to the contrary, the initial term under the New Franchise Agreement shall commence as of the Effective Date and shall expire as of _____. Buyer acknowledges that its rights to the Franchise and its rights to use the name "Jet's Pizza" and other service marks related to the Franchise are derived exclusively from the New Franchise Agreement.

10. Installment Obligation Subordination Agreement. The parties agree that Franchisee, Buyer and/or Buyer Owner(s) may not make and that Franchisee or any Franchisee Owner may not accept any payments with respect to the any promissory note or other installment obligation related with the transfer of the Franchise to Buyer during any period of time after Franchisee and Franchisee Owner have been notified that Buyer is in default under the New Franchise Agreement with Franchisor and prior to cure of the default. Franchisee Owners and Franchisee shall be obligated to pay Franchisor any amount received from Buyer and/or Buyer Owner(s) in violation of this Section.

11. Miscellaneous.

11.1 Governing Law. This Agreement shall be governed by Michigan law.

11.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and any permitted assigns.

11.3 Assignment. Neither this Agreement, nor any rights or obligations under this Agreement, may be assigned by any party.

11.4 Notices. Any notice under this Agreement shall be in writing, and shall be deemed sufficient if delivered personally, mailed by certified or registered mail, return receipt requested, or sent via facsimile. Notice shall be deemed to have been given when personally delivered, two business days after having been mailed by certified or registered mail, return receipt requested, or one business day after transmission via facsimile.

11.5 Attorney Fees. A party who substantially prevails with respect to any dispute shall be entitled to recover its reasonable attorney fees and other costs from the other party.

11.6 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall constitute an original Agreement, but all of which shall constitute only one Agreement. Execution and delivery of an executed party's signature page of this Agreement by electronic signature, whether digital or encrypted, is intended to authenticate this writing and to have the same force and effect as a manual signature.

FRANCHISOR:

JET'S AMERICA, INC.

By: _____
Name: John Jetts
Title: President
Date: _____

FRANCHISEE:

_____
(Name of company)

By: _____
Name: _____
Title: _____
Date: _____

BUYER:

_____
(Name of company)

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE OWNER(S):

By: _____
Print Name: _____
Date: _____

By: _____
Print Name: _____
Date: _____

BUYER OWNER(S):

By: _____
Print Name: _____
Date: _____

By: _____
Print Name: _____
Date: _____

By: _____
Print Name: _____
Date: _____

By: _____
Print Name: _____
Date: _____

Jet's Pizza
AGREEMENT REGARDING TRANSFER OF FRANCHISE
(Asset Sale to Unrelated Third Party)

THIS AGREEMENT (the "Agreement") is between the following parties:

"Franchisor:" JET'S AMERICA, INC., a Michigan corporation;

"Franchisee:" _____;

"Franchisee Owner(s):" _____;

"Buyer:" _____; and

"Buyer's Owner(s):"_____.

This Agreement shall be binding upon its execution by all parties.

BACKGROUND:

Franchisee owns a Jet's Pizza franchise (the "Franchise"), located at _____ (the "Location"), pursuant to a Franchise Agreement (the "Franchise Agreement") with Franchisor dated _____. Franchisee now wishes to sell and transfer the Franchise to Buyer, together with the business assets of Franchisee, subject to the terms and conditions of a purchase agreement (the "Purchase Agreement") dated _____. Transfer of the Franchise and the business assets of Franchisee requires the consent of Franchisor under the terms of the Franchise Agreement. Franchisor agrees to consent to the transfer of the Franchise, subject to the terms and conditions of this Agreement.

THEREFORE, the parties agree as follows:

1. Assignment of Franchise. Franchisee assigns the Franchise and the Franchise Agreement to Buyer, subject to the terms and conditions of this Agreement.

2. Consent to Transfer of Franchise. Franchisor consents to the transfer of the Franchise to Buyer pursuant to the Purchase Agreement, subject to the terms and conditions of this Agreement.

3. Effective Date; Effectiveness. Provided that each of the conditions set forth in this Agreement are satisfied in full on the date of this Agreement or such other date expressly specified herein, the effective date (the "Effective Date") of the transfer of the Franchise shall be the later date of an authorized signatory of Franchisor executing this Agreement or the date of closing of the transaction contemplated by the Purchase Agreement (the "Closing"). Notwithstanding anything to the contrary herein or in the New Franchise Agreement (defined below), in the event each condition is not satisfied on a timely basis, Franchisor's consent to transfer as set forth in Section 1 above and Franchisor's release as stated in Section 9.2 shall be deemed null and void and of no effect, and Franchisor has the right to terminate the Franchise Agreement and the New

Franchise Agreement immediately upon notice to the Franchisee, as a material breach of this Agreement, the Franchise Agreement and, if applicable, the New Franchise Agreement.

4. Covenants and Conditions to Consent to Transfer. Each of the Franchisee, Franchisee Owner(s) and Buyer(s) covenants and agrees to fulfill each of the following conditions on a timely basis (time is of the essence):

4.1 Buyer and Buyer's Owner(s) shall duly execute a New Franchise Agreement (as defined in Section 10 below) and all ancillary documents related thereto, on Franchisor's standard forms, at or prior to the Closing.

4.2 Each beneficial owner of Buyer who owns a ten (10%) percent or greater interest in Franchisee must, jointly and severally, personally guarantee Franchisee's duties and obligations by duly executing and delivering to Franchisor at or prior to the Closing a Personal Guaranty on Franchisor's standard guaranty form.

4.3 Buyer and each of Buyer's Owner(s) shall complete Franchisor's ownership certification form listing all owners and their percentage ownership prior to the Closing.

4.4 Buyer or Franchisee shall pay Franchisor a transfer fee of Four Thousand Dollars ($4,000.00) concurrently with the execution of this Agreement at or prior to the Closing.

4.5 _____ and _____ shall undergo Franchisor's initial training program at a time and place to be agreed upon, provided that the training program is completed not later than _____.

4.6 The sale transaction described in the Purchase Agreement is closed and consummated within sixty (60) days of the date hereof.

4.7 Buyer agrees to complete the following remodeling requirements not later than _____:

[Description of Remodeling Requirements]

5. Waiver by Franchisor. Franchisor waives any rights that it has to purchase the Franchise or any assets related to the Franchise, or to assume the lease for the Location, whether such rights arise under the Franchise Agreement or otherwise.

6. Representations, Warranties and Covenants.

6.1 Buyer, Buyer's Owners, Franchisee and Franchise Owner each hereby represent and warrant that the Purchase Agreement has been executed, delivered, and is valid and binding on each of the parties thereto, and that the purchase price of _____ ($____) for the Franchisee's business and assets has been or shall be paid as provided therein.

6.2 Franchisee and Franchisee Owner(s) hereby covenant, agree and represent and warrant as follows:

(a) None of Franchisee, Franchisee Owner or any Related Party thereto, is or will be a competitor of Franchisor or any Jet's Pizza restaurant or have or will misuse the Marks or Proprietary Information (as defined in and pursuant to the Franchise Agreement and related documents). As used in this Agreement, the term "Related Party" means any equity owner, director or officer of a person or entity, or any immediate family member of a director, officer, equity owner of such person, including parents, children, stepparents, stepchildren, spouses, siblings and in-laws).

(b) None of the Buyer, Franchisee, Franchisee Owner or any Related Parties thereto, is in breach or default under any contract with Franchisor or any of its affiliates.

7. Acknowledgment of Performance by Franchisee. Franchisor acknowledges that as of the Effective Date, Franchisee has paid in full all royalty fees and other fees or amounts due Franchisor under the Franchise Agreement or in connection with the Franchise. In reliance on the representations, warranties and covenants set forth in Section 6 above, Franchisor further acknowledges that as of the Effective Date, Franchisee has fully performed all of its other duties and obligations under the Franchise Agreement, except to the extent that it has failed to pay any amount due a third party, such as but not limited to suppliers, Franchisee's landlord, taxing authorities, or other creditors.

8. Termination of Franchise. As of the Effective Date the Franchise shall terminate with respect to Franchisee, and except as specifically provided otherwise in this Agreement the consequences of termination shall be governed by the Franchise Agreement, including but not limited to the following:

8.1 Franchisee and Franchisee Owner(s) shall immediately cease using the Marks, and any variations which may confuse, deceive, or mislead the public, and shall file a certificate of termination of assumed name with respect to any assumed name filing containing the words "Jet's," "Jet's Pizza" or any other Marks of Franchisor.

8.2 Franchisee shall immediately return the Jet's Pizza Operations Manual to Franchisor.

8.3 Franchisee and Franchisee Owner(s) shall continue to be bound by the Franchise Agreement and related documents with respect to provisions concerning trademarks, trade secrets, confidential or proprietary information, intellectual property, and covenants not to compete.

9. Release.

9.1 Franchisee and each Franchise Owner releases the persons described below from any and all claims that any of them has or may have related to the Franchise Agreement or the Franchise, arising through the Effective Date, whether or not he, she or it is aware of any such

claim. The persons released are Franchisor, all businesses or entities related to Franchisor through common ownership or control, and their respective members, managers, shareholders, directors, officers, employees, agents, successors and assigns.

9.2 Subject to the following sentences in this section, Franchisor releases Franchisee Owner(s) from the Personal Guaranty(ies) s/he or they executed dated _____. For clarification, notwithstanding anything to the contrary in this Agreement, Franchisee and each Franchisee Owner(s) shall continue to be bound by any Related Party Confidentiality Agreement and Related Party Agreement Not to Compete the Franchise Agreement executed by him/her, and by the any provision of the Franchise Agreement that by its terms survives termination of the Franchise Agreement, including without limitation provisions concerning use of trademarks and intellectual property, protection of trade secrets, confidential or proprietary information, and covenants not to compete. Notwithstanding anything to the contrary herein, Franchisee and Franchisee Owner shall continue to be bound by the indemnification obligations related to any act or liability of the Franchisee arising under the Franchise Agreement prior to the Effective Date.

10. New Franchise Agreement with Franchisee. Concurrently with this Agreement, Buyer is entering into a new franchise agreement (the "New Franchise Agreement") with Franchisor concerning the Location, on Franchisor's current standard form. In connection with the New Franchise Agreement, and notwithstanding any provision of the New Franchise Agreement to the contrary, the initial term under the New Franchise Agreement shall commence as of the Effective Date and shall expire as of _____. Buyer acknowledges that its rights to the Franchise and its rights to use the name "Jet's Pizza" and other service marks related to the Franchise are derived exclusively from the New Franchise Agreement.

11. Installment Obligation Subordination Agreement. The parties agree that Buyer and Buyer's Owner(s) may not make and Franchisee and Franchisee Owner(s) may not accept any payments with respect to any promissory note or other installment obligation related with the sale of the Franchise to Buyer during any period of time after Franchisee and Franchisee Owner(s) have been notified that Buyer and/or Buyer's Owner(s) are in default under the New Franchise Agreement with Franchisor and prior to cure of the default. Buyer and Buyer's Owner(s) shall be obligated to pay Franchisor any amount received from Buyer or Buyer's Owner(s) in violation of this Section.

12. Miscellaneous.

12.1 Governing Law. This Agreement shall be governed by Michigan law.

12.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and any permitted assigns.

12.3 Assignment. Neither this Agreement, nor any rights or obligations under this Agreement, may be assigned by any party.

12.4 Notices. Any notice under this Agreement shall be in writing, and shall be deemed sufficient if delivered personally, mailed by certified or registered mail, return receipt requested, or sent via facsimile. Notice shall be deemed to have been given when personally delivered, two business days after having been mailed by certified or registered mail, return receipt requested, or one business day after transmission via facsimile.

12.5 Attorney Fees. A party who substantially prevails with respect to any dispute shall be entitled to recover its reasonable attorney fees and other costs from the other party.

12.6 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall constitute an original Agreement, but all of which shall constitute only one Agreement. Execution and delivery of an executed party's signature page of this Agreement by electronic signature, whether digital or encrypted, is intended to authenticate this writing and to have the same force and effect as a manual signature.

FRANCHISOR:

JET'S AMERICA, INC.

By: _____
Name: John Jetts
Title: President
Date: _____

FRANCHISEE:

_____
(Name of company)

By: _____
Name: _____
Title: _____
Date: _____

BUYER:

_____
(Name of company)

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE OWNER(S):

By: _____
Print Name: _____
Date: _____

By: _____
Print Name: _____
Date: _____

BUYER OWNER(S):

By: _____
Print Name: _____
Date: _____

By: _____
Print Name: _____
Date: _____

By: _____
Print Name: _____
Date: _____

By: _____
Print Name: _____
Date: _____

By: _____
Print Name: _____
Date: _____

By: _____
Print Name: _____
Date: _____

Jet's Pizza
AGREEMENT REGARDING TRANSFER OF FRANCHISE
(Transfer to Trust)

THIS AGREEMENT (the "Agreement") dated as of _____, 2022, is between the following parties:

"Franchisor": JET'S AMERICA, INC., a Michigan corporation;

"Franchisee": _____;

"Assignor": _____;

"Trust": _____;

BACKGROUND

Franchisee owns a Jet's Pizza franchise, pursuant to a Franchise Agreement (the "Franchise Agreement"). Assignor now wishes to transfer all of his/her equity interests (i.e., shares or membership interests, "Equity Interests") in Franchisee to the Trust, pursuant to duly authorized and executed Assignments of Membership Interest or Assignments of Stock, as applicable (the "Assignment"), dated as of _____, 2022.

THEREFORE, the parties agree as follows:

1. Consent of Franchisor. Franchisor consents to the transfer of all of Assignor's Equity Interests in the Franchisee to the Trust, subject to the terms and conditions of this Agreement.

2. Consent of Franchisees. Franchisee and its owners consent to the transfer of all of Assignor's Equity Interests in Franchisee to the Trust.

3. Effective Date. The effective date (the "Effective Date") of the transfer and assignment of the Equity Interests shall be the date of the Assignment.

4. Limitations and Conditions as to Consent to Transfer. Each of the parties acknowledges and agrees as follows, and Franchisor's consent to the transfer of the equity interests in the Franchisee is based upon and subject to each of the following:

4.1 Assignor shall continue to personally guarantee the duties, liabilities and obligations of the Franchisee under the Franchise Agreement (as may be amended or superseded). In addition, the Trust will execute a Personal Guaranty with respect to the Franchise Agreement in Franchisor's standard guaranty form and, as determined from time to time by Franchisor in Franchisor's sole discretion, any beneficiary of the Trust (each, a "Beneficiary") will execute a Personal Guaranty with respect to the Franchise Agreement.

4.2 Notwithstanding the transfer of ownership pursuant to the Assignment or otherwise, Assignor and the Trust shall be personally responsible and jointly and severally liable

under all confidentiality, non-compete agreements and covenants, and all other agreements and covenants of a Franchise owner, under the Franchise Agreement or otherwise.

4.3 The Trust, Assignor and, as determined by Franchisor, each Beneficiary shall, simultaneously with this Agreement, complete and execute the following documents in favor of Franchisor: (a) Personal Guaranty; (b) Business Purpose Affidavit; (c) Agreement Not to Compete; (d) Confidentiality Agreement; (e) General Release; (f) Ownership and Management Certification; and (g) such other forms as reasonably requested by Franchisor.

4.4 Franchisor's consent hereunder does not extend to, and does not permit, the beneficial transfer or assignment of the equity interests to any person or entity outside the control of the Trust and the individual Beneficiaries. In the event (a) of the termination of the Trust, (b) that the Beneficiaries of the Trust are not the same persons as on the date hereof, (c) the present Trustee ceases to control the Trust as its trustee, or (d) the death or disability of the Assignor, then in any such case, applicable provisions of the Franchise Agreement regarding transfer of a franchise to a third party shall govern, and the Trust, the Beneficiaries and/or the Franchisee shall promptly inform Franchisor of such occurrence.

5. Miscellaneous.

5.1 Governing Law. This Agreement shall be governed by Michigan law.

5.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and any permitted assigns.

5.3 Assignment. Neither this Agreement, nor any rights or obligations under this Agreement, may be assigned by any party.

5.4 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall constitute an original Agreement, but all of which shall constitute only one Agreement. Execution and delivery of an executed party's signature page of this Agreement by electronic signature, whether digital or encrypted, is intended to authenticate this writing and to have the same force and effect as a manual signature.

[Signatures on following page]

IN WITNESS OF this Agreement, the parties have signed below.

FRANCHISOR:

JET'S AMERICA, INC.

By: _____
Name: John Jetts
Title: President
Date: _____

FRANCHISEE:

_____
(Name of company)

By: _____
Name: _____
Title: _____
Date: _____

THE TRUST:

_____
(Name of Trust)

By: _____
Name: _____
Title: Trustee
Date: _____

ASSIGNOR:

By: _____
Print Name: _____
Date: _____

By: _____
Print Name: _____
Date: _____

Jet's Pizza
AGREEMENT REGARDING TRANSFER OF MINORITY OWNERSHIP INTEREST IN FRANCHISE

THIS AGREEMENT (the "Agreement") is between the following parties:

"Franchisor:" JET'S AMERICA, INC., a Michigan corporation;

"Franchisee:" _____;

"Transferor:" _____;

"Buyer(s):" _____;

_____.

This Agreement shall be binding upon its execution by all parties.

BACKGROUND:

Franchisee owns certain equity interests (stock or membership interests) in a Jet's Pizza franchise (the "Franchise"), located at _____ (the "Location"), pursuant to a Franchise Agreement (the "Franchise Agreement") with Franchisor dated _____. Transferor seeks to transfer [all/part] of such equity interests, described as: [*describe exact equity interests*] (the "Equity Interests"), to Buyer(s), pursuant to the terms and conditions of an agreement (the "Transfer Agreement") dated _____. This transfer of such Equity Interests constitutes a transfer under the terms of the Franchise Agreement and requires the consent of Franchisor. Franchisor agrees to consent to the transfer, subject to the terms and conditions of this Agreement.

THEREFORE, the parties agree as follows:

1. Consent to Transfer of Franchise. Franchisor consents to the transfer of the Equity Interests of Transferor to Buyer(s) pursuant to the Transfer Agreement, subject to the terms and conditions of this Agreement.

2. Effective Date. Provided that each of the conditions set forth in this Agreement are satisfied in full, the effective date (the "Effective Date") of the transfer of the Equity Interests shall be the later date of an authorized signatory of Franchisor and all other parties hereto executing this Agreement or the date of closing of the transaction contemplated by the Transfer Agreement (the "Closing").

3. Conditions to Consent to Transfer. The parties acknowledge and agree as follows, and Franchisor's consent to the transfer of the Equity Interests is subject to the following:

3.1 Each Buyer must jointly and severally personally guarantee Franchisee's duties and obligations on Franchisor's standard guaranty form.

3.2 Buyer(s) shall complete Franchisor's ownership certification form listing all owners and their percentage ownership.

4. Representations, Warranties and Covenants.

4.1 Buyer(s), Franchisee and Transferor each hereby represent and warrant that the Transfer Agreement has been executed, delivered, and fully performed by the parties thereto, and that the purchase price for the Equity Interests, if any, shall be paid in full at Closing, and that there shall be no further payment obligations or installments due thereon.

4.2 Transferor hereby covenants, agrees and represents and warrants as follows:

(a) Transferor and any Related Party, is not and will not be a competitor of Franchisor or any Jet's Pizza restaurant or have misused or will misuse the Marks or Proprietary Information (as defined in the Franchise Agreement and related documents). As used in this Agreement, the term "Related Party" means any equity owner, director or officer of a person or entity, or any immediate family member of a director, officer, equity owner of such person, including parents, children, stepparents, stepchildren, spouses, siblings and in-laws.

(b) None of the Buyer(s), Transferor or any respective Related Party thereto, is in breach or default under any contract with Franchisor or any of its affiliates.

4.3 As of the Effective Date, the Equity Interests will have been transferred to Buyer(s).

5. Transferor's Continuing Obligations. Notwithstanding anything to the contrary herein, Transferor shall continue to be bound by his or her Personal Guaranty and all covenants in the Franchise Agreement and related documents with respect to provisions concerning Franchisor's trademarks, trade secrets, confidential or proprietary information, intellectual property, and covenants not to compete.

6. Release.

6.1 Transferor represents and warrants that, upon the transfer of the Equity Interests to Buyer, Transferor shall hold no equity in Franchisee. Conditioned upon such representation and warranty, as well as Transferor's other covenants, representations and warranties in this Agreement, Franchisor releases Transferor from the Personal Guaranty s/he executed related to the Franchise; provided, that, notwithstanding anything to the contrary in this Agreement, Transferor shall continue to be bound by the Related Party Confidentiality Agreement and the Related Party Agreement Not to Complete executed by Transferor related to the Franchise.

6.2 Transferor hereby releases the persons described below from any and all claims that any of them has or may have related to the Franchise Agreement or the Franchise, arising through the Effective Date, whether or not he, she, they or it is aware of any such claim. The persons released are Franchisor, all businesses or entities related to Franchisor through common ownership or control, and their respective members, managers, shareholders, directors, officers, employees, agents, successors and assigns.

7. Miscellaneous.

7.1 Governing Law. This Agreement shall be governed by Michigan law.

7.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and any permitted assigns.

7.3 Assignment. Neither this Agreement, nor any rights or obligations under this Agreement, may be assigned by any party.

7.4 Notices. Any notice under this Agreement shall be in writing, and shall be deemed sufficient if delivered personally, mailed by certified or registered mail, return receipt requested, or sent via facsimile. Notice shall be deemed to have been given when personally delivered, two business days after having been mailed by certified or registered mail, return receipt requested, or one business day after transmission via facsimile.

7.5 Attorney Fees. A party who substantially prevails with respect to any dispute shall be entitled to recover its reasonable attorney fees and other costs from the other party.

7.6 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall constitute an original Agreement, but all of which shall constitute only one Agreement. Execution and delivery of an executed party's signature page of this Agreement by electronic signature, whether digital or encrypted, is intended to authenticate this writing and to have the same force and effect as a manual signature.

IN WITNESS OF this Agreement, the parties have signed below.

FRANCHISOR:

JET'S AMERICA, INC.

By: _____
Name: John Jetts
Title: President
Date: _____

TRANSFEROR:

_____
(Name of transferring entity/person/trust)

By: _____
Name: _____
Title: _____
Date: _____

BUYER:

_____
(Name of purchasing entity/person/trust)

By: _____
Name: _____
Title: _____
Date: _____

FDD EXHIBIT K-2
ROYALTY ADDENDUM FOR TRANSFER – FRANCHISE AGREEMENT

EXHIBIT K-2

ROYALTY ADDENDUM FOR TRANSFER – FRANCHISE AGREEMENT

[See attached]

Jet's Pizza
ADDENDUM TO FRANCHISE AGREEMENT

This Addendum shall become effective immediately once it has been signed by an authorized officer or representative of Franchisor.

Addendum Regarding Royalties Pertaining to a Transfer

If the store transfers at the end of the month up to a week into the new month, the transferor will be responsible for royalties for the entire month. *Ex: If the transfer is official July 6th, the new owner will then be responsible for the royalties beginning July 1st.*

The transferee is responsible to pay the royalties for the previous month in full. If the transfer doesn't happen at the end of the month the transferee and transferor will be required to settle the amounts owed to each other for royalties between each other, provided that, in the event of a dispute, transferee and transferor shall be jointly and severally liable to Franchisor for the full amount of the royalties due in the disputed month.

TRANSFEREE:

I UNDERSTAND I AM RESPONSIBLE FOR THE MONTH OF _____ _____.

_____
Name:_____
Its:_____

Date: _____

TRANSFEROR:

I UNDERSTAND I AM RESPONSIBLE FOR THE MONTH OF _____ _____.

_____
Name:_____
Its:_____

Date: _____

FRANCHISOR:
JET'S AMERICA, INC.

_____
JOHN JETTS, PRESIDENT

Date: _____

FDD EXHIBIT L
RENEWAL ADDENDUM – REMODELING REQUIREMENTS

EXHIBIT L

RENEWAL ADDENDUM – REMODELING REQUIREMENTS

[See Attached]

Jet's Pizza
RENEWAL ADDENDUM
(RE. REMODELING REQUIREMENTS)

THIS ADDENDUM (the "Addendum") is between the following parties:

"Franchisor:" JET'S AMERICA, INC., a Michigan corporation; and

"Franchisee:" _____., a _____

This Addendum shall become effective immediately once it has been signed by Franchisee and an authorized officer or representative of Franchisor.

BACKGROUND:

Franchisor and Franchisee entered into a Franchise Agreement (the "Initial Franchise Agreement") dated _____, concerning the ownership and operation of a Jet's Pizza franchise (the "Franchise"). Under the terms of the Initial Franchise Agreement, the term of the Franchise will expire as of _____. Franchisee desires to renew the Franchise, and therefore the parties are executing a new Franchise Agreement (the "Renewal Franchise Agreement") for the Franchise concurrently with this Addendum.

The purpose of this Addendum is to address certain issues related to the Franchise in connection with its renewal and to amend the Renewal Franchise Agreement and the Initial Franchise Agreement (if applicable) as provided herein.

THEREFORE, THE PARTIES agree as follows:

1. Store Remodeling and Miscellaneous Requirements. Franchisee agrees to undertake and complete the remodeling of the Restaurant and any other action set forth in the attached Remodeling Schedule, by the dates specified in the Remodeling Schedule. This remodeling or other action shall be subject to the approval of Franchisor and shall comply with specifications issued by Franchisor in all respects.

2. Renewal Franchise Agreement Amendment. Notwithstanding anything to the contrary in the Renewal Franchise Agreement, in the event Franchisee does not fully complete the remodeling of the Restaurant and any other action set forth in the attached Remodeling Schedule, by the dates specified in the Remodeling Schedule, in Franchisor's reasonable determination, the Renewal Franchise Agreement shall expire at 11:59 p.m. on the date of the [_____] month anniversary of the Commencement Date (as defined in the Renewal Franchise Agreement).

3. Construction of Addendum. Except as otherwise expressly defined in this Addendum, capitalized terms used in this Addendum shall have the same meaning as in the Renewal Franchise Agreement. This Addendum will become effective on the date first written

above. To the extent of any conflict, the provisions of this Addendum shall supersede those of the Renewal Franchise Agreement and, if applicable, the Initial Franchise Agreement. The Renewal Franchise Agreement and, if applicable, the Initial Franchise Agreement, shall be deemed to include the terms and conditions of this Addendum. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Renewal Franchise Agreement and, if applicable, the Initial Franchise Agreement, or as a waiver of or consent to any further or future action on the part of either party that would require the waiver or consent of the other party. Except as otherwise provided in this Addendum, the provisions of Section 18 of the Renewal Franchise Agreement are incorporated herein.

4. Counterparts and Electronic Signatures. This Addendum may be executed in multiple counterparts, each of which shall constitute an original agreement, but all of which shall constitute only one agreement. Execution and delivery of an executed party's signature page of this Addendum by electronic signature, whether digital or encrypted, is intended to authenticate this writing and to have the same force and effect as a manual signature.

FRANCHISOR:	**FRANCHISEE**:
JET'S AMERICA, INC.	_____
_____	_____
JOHN JETTS, PRESIDENT	_____, _____
Date: _____	Date: _____

REMODELING SCHEDULE

ITEM	REQUIREMENT	COMPLETED BY

Any store that does not meet their renewal date will be assessed with a minimum administrative fee and a breach and default by Franchisee. These fees will include:

1. 30 days after completion due date = $3,000
2. 60 days after completion due date = $6,000
3. 90 days after completion due date is a meeting with the Board.

FDD EXHIBIT M
GENERAL RELEASE UPON RENEWAL

EXHIBIT M

GENERAL RELEASE UPON RENEWAL

[See Attached]

GENERAL RELEASE

Background. _____ ("Franchisee") owns and operates a Jet's Pizza franchise, as a franchisee of JET'S AMERICA, INC., a Michigan corporation ("Jet's"), pursuant to a Franchise Agreement (the "Franchise Agreement") dated _____ ____, _____. Franchisee's Jet's Pizza franchise is scheduled to expire on _____ ____, _____ (the "Expiration Date"). Pursuant to Section 3.2(a) of the Franchise Agreement, Franchisee desires to renew its franchise, and Jet's agrees to renew the franchise, subject to the terms and conditions of the Franchise Agreement. One of the conditions to the renewal of the franchise, as set forth in Section 3.2(b)(vi) of the Franchise Agreement, is that Franchisee shall deliver to Jet's a complete release of any and all claims, causes of action, debts, covenants, contracts, claims and demands arising out of the Franchise Agreement for the preceding term.

THEREFORE, FOR VALUABLE CONSIDERATION, Franchisee releases Jet's and all of its affiliates, and each of their respective owners, officers, directors, managers, employees and agents from any and all claims, causes of action, debts, losses, covenants, contracts, and demands arising out of the Franchise Agreement for the term ending on the Expiration Date.

Execution and delivery of an executed party's signature page of this Release by electronic signature, whether digital or encrypted, is intended to authenticate this writing and to have the same force and effect as a manual signature.

FRANCHISEE:

Date: _____ _____

By: _____
Print Name: _____
Its: _____

FDD EXHIBIT N
LIST OF ADMINISTRATORS

EXHIBIT N
LIST OF ADMINISTRATORS

We intend to register this disclosure document as a "franchise" in some or possibly all of the following states, in accordance with the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

CALIFORNIA Commissioner of Business Oversight Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500 (866) 275-2677 (toll free)	**MINNESOTA** Minnesota Department of Commerce 85 7th Place East, Suite 280 Saint Paul, MN 55101 (651) 539-1500
FLORIDA Florida Department of Agriculture & Consumer Services Division of Consumer Services 2005 Apalachee Parkway Rhodes Building Tallahassee, FL 32399-6500 (850) 922-2966	**NEW YORK** NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 212-416-8236
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, HA 96813 (808) 586-2744	**NORTH CAROLINA** North Carolina Department of the Secretary of State P.O. Box 29622 Raleigh, NC 27626-0622 Attention: Mary Kelly (919) 807-2156
ILLINOIS Illinois Attorney General's Office Franchise Bureau 500 South Second Street Springfield, IL 62706 (217) 782-4465	**NORTH DAKOTA** Commissioner North Dakota Securities Department State Capitol, 5th Floor 600 East Boulevard Avenue Bismarck, ND 58505-0510 (701) 328-2910
MARYLAND Office of the Attorney General Maryland Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020	**OHIO** Attorney General's Office Consumer Protection Section State Office Tower, 25th Floor 30 East Broad Street – 14th Floor

(410) 576-6360	Columbus, OH 43215 (614) 466-8831 (800) 282-0515
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division Attn: Franchise Section G. Mennen Williams Building, 1st Floor 525 W. Ottawa St. Lansing, Michigan 48933 (517) 335-7567	**OREGON** Division of Finance and Corporate Securities PO Box 14480 Salem, OR 97309-0405 (503) 378-4140
SOUTH DAKOTA Division of Insurance Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	**RHODE ISLAND** Division of Securities John O. Pastore Complex – Building 69-1 1511 Pontiac Avenue Cranston, RI 02920 (401) 462-9500 (401) 462-9527-direct
TENNESSEE Tennessee Department of Revenue 500 Deaderick Street Andrew Jackson Building Nashville, TN 37242 (615) 253-0600 (800) 342-1003 (toll free)	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051 (800) 552-7945
TEXAS Texas Secretary of State Corporation Section 1019 Brazos St. Austin, TX 78701 (512) 463-5770	**WASHINGTON** Department of Financial Institutions Securities Division PO Box 9033 Olympia, WA 98501-9033 (360) 902-8760
INDIANA Indiana Secretary of State Franchise Section Indiana Securities Commission 302 West Washington Street, E-111 Indianapolis, IN 46204 (317) 232-6681	**WISCONSIN** Securities and Franchise Registration Wisconsin Securities Commission North Tower, 4th Floor Hill Farms State Office Building 4822 Madison Yards Way Madison, WI 53705-9100 (608) 266-1064

FDD EXHIBIT O
AGENTS FOR SERVICE OF PROCESS

EXHIBIT O
AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a "franchise" in some of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices and/or officials as our agents for service of process in these states:

CALIFORNIA Commissioner of Business Oversight Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, CA 90013-2344 (213) 876-7500 (866) 275-2677 (toll free)	**NORTH DAKOTA** North Dakota Securities Department 600 East Boulevard Avenue, State Capitol Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, HA 96813 (808) 586-2722	**OREGON** Department of Consumer & Business Services Division of Finance and Corporate Securities 350 Winter St. NE, Rm. 410 Salem, OR 97301-3881 (503) 378-4140
ILLINOIS Illinois Attorney General Illinois Office of the Attorney General Franchise Division 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, 1st Floor 1511 Pontiac Avenue John O. Pastore Complex – 69-1 Cranston, Rhode Island 02920 (401) 462-9500
INDIANA Indiana Secretary of State Franchise Section 302 West Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Department of Insurance Director of Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, MA 21202-2020 (410) 576-6360	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office	**WASHINGTON** Department of Financial Institutions

Corporate Oversight, Franchise Section G. Mennan Williams Building, 1st Floor 525 West Ottawa Street Lansing, MI 48913 (517) 335-7567	Securities Division 150 Israel Road, 3rd Floor Tumwater, WA 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 Saint Paul, MN 55101 (651) 539-1500	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139
NEW YORK New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231 (518) 473-2492	

FDD EXHIBIT P
STATE LAW ADDENDA

EXHIBIT P

STATE-SPECIFIC DISCLOSURES AND CONTRACT ADDENDA

ILLINOIS ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

This Addendum relates to franchises sold in the State of Illinois and is intended to comply with Illinois statutes and regulations.

1. Item 17. Section 41 of the Illinois Franchise Disclosure Act (the "Act") states that any condition, stipulation, or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of the Act or any other law of Illinois is void.

2. Item 17. Section 4 of the Act states that any provision in the Franchise Agreement that designates jurisdiction or venue for litigation in a forum outside of Illinois is void with respect to any action which is otherwise enforceable in Illinois.

3. Item 17. Sections 19 and 20 of the Act affect the conditions under which your Franchise Agreement can be terminated and your rights upon nonrenewal.

4. Item 17. Section 200.608 of the Illinois Franchise Regulations requires that Illinois law govern Franchise Agreements entered into in Illinois.

ILLINOIS ADDENDUM TO
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in Illinois and is intended to comply with Illinois statutes and regulations. In consideration of the execution of the Franchise Agreement, Jet's America, Inc. and the undersigned Franchisee agree to amend the Franchise Agreement as follows:

1. Renewal. Section 3.2 of the Franchise Agreement is amended by adding the following: If anything in this Agreement concerning non-renewal is inconsistent with Section 20 of the Illinois Franchise Disclosure Act of 1987 (the "Act"), then the Act shall apply.

2. Termination. Section 15.1 of the Franchise Agreement is amended by adding the following: If anything in this Agreement concerning termination is inconsistent with Section 19 of the Act, then the Act shall apply.

3. Choice of Law. Section 18.3 of the Franchise Agreement is deleted and replaced with the following:

> The Illinois Franchise Regulations, Section 200.608, requires that Illinois law govern Franchise Agreements entered into in Illinois.

4. Venue. Section 18.3 of the Franchise Agreement is further amended by adding the following:

> Section 4 of the Act states that any provision in the Franchise Agreement that designates jurisdiction or venue for litigation in a forum outside of Illinois is void with respect to any action which is otherwise enforceable in Illinois.

5. Limitation of Claims. Section 18.5 of the Franchise Agreement is amended by adding the following:

> Any claims arising under the Act shall be commenced within the period of limitation established in Section 27 of the Act.

6. Section 41 of the Act states that any condition, stipulation, or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of the Act or any other law of Illinois is void. Section 41 will control over any inconsistent provisions in the Franchise Agreement.

7. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

Jet's America, Inc.	FRANCHISEE:
By:_____	By:_____
Name: _____	Name: _____
Its: _____	Its: _____

ILLINOIS ADDENDUM TO
AREA DEVELOPMENT AGREEMENT

This Addendum relates to franchises sold in Illinois and is intended to comply with Illinois statutes and regulations. In consideration of the execution of the Area Development Agreement (the "Agreement"), Jet's America, Inc. and the undersigned Franchisee agree to amend the Agreement as follows:

1. The provisions of the Franchise Agreement between the parties that are incorporated into the Agreement will be the provisions as modified by the Addendum to the Jet's Pizza® Franchise Agreement required by the State of Illinois.

2. In all other respects, the Agreement will be construed and enforced in accordance with its terms.

FRANCHISOR:
JET'S AMERICA, INC.

_____
John Jetts, President

_____
Date

FRANCHISEE:

_____
Company

_____
Signature

Name: _____
Title: _____

_____
Date

MINNESOTA ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

This Addendum relates to franchises sold in the State of Minnesota and is intended to comply with Minnesota statutes and regulations.

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

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

1. Item 17. Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes Section 80C.14, subds. 3, 4 and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement.

2. Item 17. No condition, stipulations, or provisions in the Franchise Agreement can abrogate or reduce any rights you have under the Minnesota Franchises Law, including (if applicable) the right to submit matters to the jurisdiction of the courts of Minnesota and the right to any forum or remedies provided for by the laws of the jurisdiction. Minnesota Statutes Section 80C.21 and Minnesota Rule 2860.4400J may prohibit us from requiring litigation to be conducted outside Minnesota, from requiring waiver of a jury trial, and from requiring you to pay liquidated damages.

3. Items 17 and 22. Any release required as a condition of renewal or transfer will not apply to any liability imposed by Minn. Stat. Sections 80C.01-80C.02.

4. Items 17 and 22. Any release required as a condition of being granted a new Franchise Agreement for an additional Restaurant will not apply to any liability imposed by Minn. Stat. Sections 80C.01-80C.02 in connection with granting the new Franchise Agreement.

5. Item 5.

MINNESOTA ADDENDUM TO
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in Minnesota and is intended to comply with Minnesota statutes and regulations. In consideration of the execution of the Franchise Agreement, Jet's America, Inc. and the undersigned Franchisee agree to amend the Franchise Agreement as follows:

1. Releases. Section 3.2(vi) of the Franchise Agreement is amended by adding the following:

The foregoing release does not apply to any claims that you may have under the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.

2. Renewal and Termination. Sections 3.2 and 15.1 of the Franchise Agreement are each amended to add the following:

Minnesota law provides franchisees with certain termination and nonrenewal rights. Minnesota Statutes Section 80C.14, subds. 3, 4 and 5 require, except in certain specified cases, that a Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for nonrenewal of the Franchise Agreement.

3. Venue. Section 18.3 of the Franchise Agreement is amended to add the following:

Under Minnesota Statutes Section 80C.21, this section will not in any way abrogate or reduce any rights of the Franchisee as provided for in Minnesota Statutes, Chapter 80C, including the right to submit matters to the jurisdiction of the courts in Minnesota. Minnesota Statutes Section 80C.21 and Minnesota Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota.

4. Limitation of Claims. Section 18.5 is amended to add the following:

Notwithstanding anything to the contrary in this Section, any claim or action arising out of or relating to the Minnesota Franchises Law must be commenced within three (3) years from the occurrence of the facts giving rise to the claim or action, or the claim or action is barred.

5. Acknowledgments and Representations. Section 19 is amended by adding the following:

Pursuant to Minn. Stat. § 80C.21 and Minn. Rule Part 2860.4400J, nothing in the Agreement shall in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C.

7. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

Jet's America, Inc.	FRANCHISEE:
By:_____	By:_____
Name: _____	Name: _____
Its: _____	Its: _____

NEW YORK ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

This Addendum relates to franchises sold in the State of New York and is intended to comply with New York statutes and regulations.

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IMMEDIATELY BELOW OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NY 10005.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON YOU TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS DISCLOSURE DOCUMENT.

THE FRANCHISOR REPRESENTS THAT THIS DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF MATERIAL FACT.

Item 3. Item 3 of the disclosure document is amended to add the following:

Other than as described in Item 3, neither we, our predecessor, a person identified in Item 2, nor an affiliate offering franchises under the franchisor's principal trademark:

A. Has an administrative, criminal or material civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations. There are no pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

B. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

C. Is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a

currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

Item 4. Item 4 of the disclosure document is amended to add the following:

Except as disclosed in Item 4 of the disclosure document, neither we, our affiliates, our predecessor, officers, nor our general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the Bankruptcy Code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

Item 5. Item 5 of the disclosure document is amended to add the following:

The initial franchise fee may, in part, be profit to us, and is, in part used to pay our following expenses or costs: (1) employee salaries and benefits; (2) sales, administrative and operation expenses; (3) legal and accounting fees; (4) expenses of technical assistance, service and support; (5) protection of our trademarks; and (6) other operational expenses incurred by us or our affiliates relating to franchising.

Item 17. Item 17 of the disclosure document is amended to add the following:

All rights arising in your favor from the provisions of Article 33 of the Gen. Bus. Law of the State of New York and the regulations issued thereunder will remain in force; it being the intent of this proviso that the non-waiver provisions of Gen. Bus. Law sections 687.4 and 687.5 be satisfied.

Item 17. Item 17(c) of the disclosure document is amended to add the following:

You must sign a general release if you renew the franchise. This provision may not be enforceable under New York law.

Item 17. Item 17(d) of the disclosure document is amended to add the following:

You may also terminate the Franchise Agreement on any grounds available by law.

Item 17. Item 17(j) of the disclosure document is amended to add the following:

No assignment will be made by us except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under the Franchise Agreement.

Item 17. Item 17(m) of the disclosure document is amended to add the following:
You must sign a general release if you transfer the franchise. This provision may not be enforceable under New York law.

NEW YORK ADDENDUM TO
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in New York and is intended to comply with New York statutes and regulations. In consideration of the execution of the Franchise Agreement, Jet's America, Inc. and the undersigned Franchisee agree to amend the Franchise Agreement as follows:

1. Releases. Section 3.2(vi) of the Franchise Agreement is amended by adding the following:

   The foregoing release does not apply to any rights enjoyed by you and any causes of action arising in your favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

2. Transfer by Franchisor. The following is added to Section 18.9:

   Franchisor will not assign its rights under this Agreement except to an assignee who in Franchisor's good faith judgment is willing and able to assume Franchisor's obligations under this Agreement.

3. Termination by Franchisee. The following is added to Section 13:

   You may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

4. Choice of Law. The following is added to Section 18.3:

   Notwithstanding the foregoing, the New York Franchises Law shall govern any claim arising under that law.

5. Acknowledgments and Representations. Section 19 is amended by adding the following:

   Nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by New York General Business Law, Sections 680-695.

6. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

Jet's America, Inc.	FRANCHISEE:
By:_____	By:_____
Name: _____	Name: _____
Its: _____	Its: _____

NORTH CAROLINA ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all Jet's franchises offered and sold in the state of North Carolina:

The North Carolina Addendum is only applicable if you are a resident of North Carolina and your business will be located in North Carolina.

DISCLOSURES REQUIRED BY NORTH CAROLINA LAW

2. Pursuant to § 66-95 of the North Carolina Business Opportunities Sales Act, the following language is required to be disclosed in the Disclosure Document:

If Jet's America, Inc. fails to deliver the product(s), equipment or supplies necessary to begin substantial operation of the business within 45 days of the delivery date stated in your contract, you may notify us in writing and demand that the contract be cancelled.

NORTH CAROLINA COVER SHEET TO
FRANCHISE DISCLOSURE DOCUMENT

The State of North Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

NORTH CAROLINA ADDENDUM TO
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in North Carolina and is intended to comply with North Carolina statutes and regulations. In consideration of the execution of the Franchise Agreement, Jet's America, Inc. and the undersigned Franchisee agree to amend the Franchise Agreement as follows:

1. Notwithstanding anything contained in the foregoing Franchise Agreement and Franchise Disclosure Document to the contrary, the following provisions of the North Carolina Business Opportunities Act (the "Act") shall apply to any franchise located in the State of North Carolina, which shall control to the extent of any inconsistency:

2. Termination. With respect to franchises governed by North Carolina law, if the Franchise Agreement contains a termination provision that is inconsistent with the Act, the Act will control.

3. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

Jet's America, Inc.

By:_____
Name: _____
Its: _____

FRANCHISEE:

By:_____
Name: _____
Its: _____

VIRGINIA ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

This Addendum relates to franchises sold in the Commonwealth of Virginia and is intended to comply with Virginia statutes and regulations.

1. Item 5. The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the Initial Franchise Fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the Franchise Agreement. In addition, the Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the Territory Reservation Fee owed by franchisees to the franchisor under the Territory Reservation Agreement in accordance with this paragraph. Only after the franchisor has completed its pre-opening obligations under the Franchise Agreement for a particular Restaurant being developed under the Territory Reservation Agreement may the franchisor collect from the franchisee a pro-rata, per Restaurant share of the Territory Reservation Fee. If the franchisor terminates the Territory Reservation Agreement pursuant to its terms before the franchisee has developed all of the Restaurants it has the right to develop under the Development Schedule attached to the Territory Reservation Agreement, however, the franchisee must immediately pay to the franchisor the remaining balance of the Territory Reservation Fee.

2. Item 17. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the following statements are added to Item 17:

> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

3. Item 17. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the following statements are added to Item 17:

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

VIRGINIA ADDENDUM TO
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in Virginia and is intended to comply with Virginia statutes and regulations. In consideration of the execution of the Franchise Agreement, Jet's America, Inc. and the undersigned Franchisee agree to amend the Franchise Agreement as follows:

1. Franchise Fee. Section 3.1 of the Franchise Agreement is amended to add the following sentence:

> The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the Franchise Agreement.

2. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

Jet's America, Inc.	FRANCHISEE
By:_____	By:_____
Name: _____	Name: _____
Its: _____	Its: _____

WISCONSIN ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

The following provisions shall supersede and apply to all Jet's franchises offered and sold in the state of Wisconsin:

The Wisconsin Addendum is only applicable if you are a resident of Wisconsin and your business will be located in Wisconsin.

The following paragraphs are added at the end of the chart in Item 17 of the Franchise Disclosure Document:

> To the extent required by law, the Wisconsin Fair Dealership Law supersedes any provisions contained in the Franchise Agreement that are inconsistent with Wisconsin Fair Dealership Law.
>
> Chapter 135, Wis. Stats. may require that franchisor provide franchisee at least 90 days' prior written notice of termination, cancellation, nonrenewal or substantial change in competitive circumstances. The notice shall state all the reasons for termination, cancellation, nonrenewal or substantial change in competitive circumstances and shall provide that the franchisee has 60 days in which to rectify any claimed deficiency. If the deficiency is rectified within 60 days the notice shall be void.

WISCONSIN ADDENDUM TO
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in Wisconsin and is intended to comply with Wisconsin statutes and regulations. In consideration of the execution of the Franchise Agreement, Jet's America, Inc. and the undersigned Franchisee agree to amend the Franchise Agreement as follows:

1. Notwithstanding anything contained in the Franchise Agreement and Franchise Disclosure Document to the contrary, the following provisions of the Wisconsin Fair Dealership Law shall apply to any franchise located in the State of Wisconsin, which shall control to the extent of any inconsistency:

> With respect to franchises governed by Wisconsin law, Franchisor will comply with Chapter 135, Wisconsin Statutes, which may require that a franchisee be given 90 days' notice of termination, cancellation, nonrenewal or substantial change in competitive circumstances (with 60 days to cure) and all reasons for such termination, cancellation, nonrenewal or substantial change in competitive shall be included in such notice. To the extent required by law, Chapter 135 of the Wisconsin Fair Dealership Law supersedes any provisions contained in the Franchise Agreement that are inconsistent with that chapter.

2. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

Jet's America, Inc.	FRANCHISEE
By:_____	By:_____
Name: _____	Name: _____
Its: _____	Its: _____

WASHINGTON ADDENDUM TO
FRANCHISE DISCLOSURE AGREEMENT

This Addendum relates to franchises sold in Washington and is intended to comply with Washington statutes and regulations

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

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

FDD EXHIBIT Q
AREA DEVELOPMENT AGREEMENT

Jet's Pizza

AREA DEVELOPMENT AGREEMENT

between

JET'S AMERICA, INC.

and

_____

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Jet's Pizza
AREA DEVELOPMENT AGREEMENT

THIS AREA DEVELOPMENT AGREEMENT is between JET'S AMERICA, INC., a Michigan corporation ("Franchisor"), and the franchisee identified on the signature page ("Franchisee"). The effective date of this Agreement shall be the date it is signed by an authorized officer or representative of Franchisor (the "Effective Date").

RECITALS:

Franchisor and Franchisee are parties to that certain Franchise Agreement(s), pursuant to which Franchisor granted Franchisee a right to own and operate a Jet's Pizza restaurant using Franchisor's system. Franchisee desires to acquire a number of additional Jet's Pizza franchises, subject to the terms and conditions of this Agreement.

THEREFORE, the parties agree as follows:

1. Definitions. In addition to terms defined elsewhere in this Agreement, for purposes of this Agreement, the following terms shall have the following meanings:

1.1 Agreement. "Agreement" means this Area Development Agreement.

1.2 Area Development Fee. The "Area Development Fee" is stated in Schedule 1 and is payable in full upon execution of this Agreement.

1.3 Area Development Territory. The "Area Development Territory" means the territory defined in Schedule 1.

1.4 Commencement Date. The "Commencement Date" means the day a Restaurant opens for business.

1.5 Existing Franchise Agreement. An "Existing Franchise Agreement" means any Franchise Agreement executed by Franchisee and Franchisor prior to the execution of this Agreement.

1.6 Event of Default. An "Event of Default" is defined in Section 6.

1.7 First Franchise. A "First Franchise" means the right to own and operate the initial Jet's Pizza Restaurant pursuant to the terms and conditions of a Franchise Agreement and this Agreement.

1.8 Franchise. A "Franchise" means the right to own and operate a Jet's Pizza Restaurant pursuant to the terms and conditions of a Franchise Agreement.

1.9 Franchise Agreement. A "Franchise Agreement" means an agreement between Franchisor and a franchisee, under which the franchisee is granted a license to learn and use the

Franchise System, and to own and operate a Restaurant under the name, "Jet's Pizza," and identified with Franchisor's trademarks, service marks, logos and/or commercial symbols.

1.10 FTC Rule. The "FTC Rule" means Federal Trade Commission Rule 436, as amended from time to time.

1.11 Option. "Option" is defined in Section 2.1.

1.12 Second Franchise. A "Second Franchise" means the right to own and operate a second Jet's Pizza Restaurant pursuant to the terms and conditions of a Franchise Agreement and this Agreement.

1.13 Third Franchise. A "Third Franchise" means the right to own and operate a third Jet's Pizza Restaurant pursuant to the terms and conditions of a Franchise Agreement and this Agreement.

Any capitalized terms used but not defined herein shall have the meanings ascribed to them in the applicable Franchise Agreement between the parties.

2. Option to Purchase Franchises.

2.1 Grant of Option. Subject to Section 2.8 below, Franchisor grants Franchisee an option (the "Option") to purchase the number of Franchises listed in Schedule 1, a Restaurant for each of which shall be located within the Area Development Territory, upon the terms and conditions of this Agreement.

2.2 Development Schedule. Franchisee may exercise Options and open Restaurants for business as quickly as Franchisee desires, subject to the other terms and conditions of this Agreement and applicable Franchise Agreements, but at a minimum must open the First, Second and Third Franchise no later than, and according to, the time period set forth in the Development Schedule prescribed in Schedule 1. Franchisee has an Option to open the additional Franchises, if any, as prescribed in Schedule 1 and subject to the terms and conditions of this Agreement.

2.3 Area Development Fee. Franchisee shall pay the Area Development Fee upon the execution of this Agreement. The Area Development Fee is consideration for the Option and rights Franchisor is granting Franchisee in this Agreement and fully earned by Franchisor upon Franchisor and Franchisee signing this Agreement, and is not refundable under any circumstances, even if Franchisee does not comply or attempt to comply with the Development Schedule and even if Franchisor then terminates this Agreement for such reasons or if Franchisor subsequently terminates any Franchise pursuant to the applicable Franchise Agreement. The Area Development Fee is not refundable despite any provision contained in the Franchise Agreement or other document to the contrary.

2.4 Other Fees. Except as otherwise provided below, Franchisee shall pay all fees, charges and costs in accordance with the terms of the Franchise Agreement executed for each Franchise purchased under this Agreement.

(a) Area Development Fee. Except as otherwise indicated in Schedule 1, upon the exercise of each Option to purchase a Franchise under this Agreement, Franchisee must pay the Area Development Fee prescribed in Schedule 1.

(b) Royalty Fees. For each Franchise purchased under this Agreement, Franchisee shall pay royalties in accordance with the terms of the applicable Franchise Agreement in effect at that time for the Franchise.

(c) Other Fees. For each Franchise purchased under this Agreement, Franchisee shall pay all other fees and expenses in accordance with the terms of the applicable Franchise Agreement in effect at that time for the Franchise.

2.5 Exercise of Option. Provided Franchisee is not in default under this Agreement, Franchisee may exercise an Option to purchase a Franchise by written notice to Franchisor pursuant to the Development Schedule set forth in Schedule 1. Promptly after such notice, but subject to compliance with the other terms and conditions of this Agreement, Franchisor shall grant the Franchise to Franchisee. Notwithstanding the above, Franchisee acknowledges that Franchisor has absolute right not to accept any site that does not meet its criteria. Additionally, Franchisor may delay Franchisee's rights to develop additional Restaurants within the Area Development Territory for the time period Franchisor deems reasonable, if Franchisor believes that the Franchisee is not operationally or managerially prepared to develop, open and/or operate additional Restaurants.

2.6 Duration of Option. Franchisee's Option to purchase Franchises under this Section shall expire pursuant to the Development Schedule prescribed in Schedule 1. Franchisee's Option may be terminated sooner pursuant to Section 7.1.

2.7 Territory. Notwithstanding Section 6.3 of the Franchise Agreement, as long as this Option is in effect and Franchisee is not in material default, Franchisor shall not establish, operate, or license anyone else to own or operate, a Restaurant in the Area Development Territory during the terms set forth in the Development Schedule in Schedule 1, except as specifically allowed under this Agreement. After this Agreement is terminated or expires, regardless of the reason for termination, Franchisor has the right to establish and grant to others the right to establish Franchises in the Area Development Territory. Additionally, Franchisor reserves all rights not specifically granted to Franchisee, including but not limited to those set forth below.

(a) Franchisor reserves the right to supply "Special Events" in the Area Development Territory. For purposes of this agreement, "Special Events" mean banquets, receptions, picnics, parties, fairs, sporting events, or other events where the volume of the order may be beyond an individual Franchisee's normal capacity. Franchisee shall notify Franchisor of any order it receives for a Special Event in the Territory. Franchisor shall use its reasonable discretion whether to allow Franchisee to accept the order, to coordinate with other franchisees to fill the order, to fill the order itself, or to refuse the order.

(b) Franchisor reserves the right to open, operate and license others to own and operate restaurants, facilities or outlets operating under one or more of the Marks, but using a design, format or system materially different from the Franchise System, such as but not limited to Non-Traditional Restaurants.

(c) Franchisor reserves the right to distribute or sell goods bearing one or more of the Marks at wholesale or retail, such as frozen pizza, canned pizza sauce, or other ingredients.

(d) Franchisor reserves the right to open, operate and license others to own and operate restaurants, stores or other facilities operating under one or more of the Marks, in conjunction with one or more other trademarks, service marks or franchise systems.

2.8 Conditions to Grant of Option. Franchisor's grant of the Option under this Agreement is subject to:

(a) Franchisee's operation of a Restaurant under an Existing Franchise Agreement for a minimum of two (2) years; and

(b) Each Restaurant currently operated by Franchisee must:

(i) be supervised by at least two (2) managers trained according to Section 5.4 of the Franchise Agreement; and

(ii) have been compliant with Jet's operating standards as set forth under the operations manual and the Existing Franchise Agreement; and

(iii) have no outstanding issues with customer service; and

(iv) have generated an average of gross revenues of at least twenty thousand USD ($20,000.00) (weekly) over the past 12 months.

(c) Franchisor's determination, in its sole discretion, that Franchisee is operationally and managerially prepared to develop, open and/or operate additional Restaurants under this Agreement.

2.9 Existing Franchise Agreement. Notwithstanding anything to the contrary herein, no Existing Franchise Agreement is or will be subject to the terms of this Agreement.

3. Execution of Franchise Agreement and Related Agreements. For each Franchise acquired under this Agreement, the parties shall execute a Franchise Agreement and any related agreements or documents on Franchisor's then current standard forms (except as specifically provided otherwise in this Agreement), which may be materially different from Franchisor's current standard forms. Except as otherwise specifically provided in this Agreement, all terms and conditions related to a Franchise shall be determined under the Franchise Agreement or related agreement executed with respect to that Franchise, such as but not limited to site

selection, the exclusive territory, training, the appearance and operation of the Restaurant, reporting requirements, and the payment of fees. Notwithstanding anything herein to the contrary, in the event of a conflict between the terms of this Agreement and the terms of an Existing Franchise Agreement, the terms of the most-recent Existing Franchise Agreement shall govern, provided, however, that the provisions of Section 2.4 and Schedule 1, however, are intended to supersede any conflicting terms of Franchisor's standard Franchise Agreement; provided that such provisions may be amended or superseded by a written agreement, signed by the parties, that expressly refers to Section 2.4 and/or Schedule 1, and clearly expresses the intent to amend or supersede such provisions.

4. Proprietary Information.

4.1 Acknowledgement of Ownership. Franchisee acknowledges and agrees that Proprietary Information is the exclusive property of Franchisor, and that Proprietary Information is proprietary to and a valuable trade secret of Franchisor.

4.2 Restrictive Covenants. Franchisee agrees as follows:

(a) Any unauthorized disclosure or use of Proprietary Information may cause irreparable damage to Franchisor;

(b) To use Proprietary Information only for the purpose of owning and operating a Franchise under the terms and conditions of a Franchise Agreement;

(c) To limit dissemination of Proprietary Information to its employees, Related Parties, accountants, attorneys, and agents who have a reasonable need to know such information;

(d) To require each of its employees, owners, officers, directors, members and managers to execute a confidentiality agreement in a form prescribed by or satisfactory to Franchisor;

(e) Before disseminating any Proprietary Information to it accountants, attorneys or any other third parties or Related Parties, to notify Franchisor, and if requested by Franchisor, to obtain a confidentiality agreement from the third party before disclosing any Proprietary Information to it, in a form prescribed by or satisfactory to Franchisor;

(f) To provide Franchisor with fully executed originals of all confidentiality agreements executed by such Related Parties or third parties;

(g) Upon the termination or expiration of the Franchise, to immediately return all documents or other media containing Proprietary Information to Franchisor;

(h) To adopt and implement reasonable procedures to prevent unauthorized use or disclosure of Proprietary Information; and

(i) To adopt and implement reasonable procedures to prevent unauthorized use or infringement of the Marks, or otherwise any actions that could damage or disparage the image of Franchisee, Franchisor or the Franchise System.

5. Agreement Not to Compete.

5.1 Restrictive Covenants. Neither Franchisee, nor any Related Party, nor the spouse of Franchisee or any Related Party, shall do any of the following, either while this Agreement is in effect or for a period of three (3) years after the expiration or termination of the Franchise:

(a) Compete with Franchisor or any Jet's Pizza restaurant;

(b) Advertise in or solicit orders from the territory assigned to any other Jet's Pizza restaurant, or otherwise divert or attempt to divert any business or customer of the Restaurant to any competitor by inducement or otherwise, or do or perform any other act injurious or prejudicial to the goodwill associated with the Marks and the Franchise System;

(c) Employ or seek to employ, directly or indirectly, any person who is at the time or was at any time during the prior six (6) months employed by Franchisor or its affiliates at the level of restaurant general manager or above. A violation of this Section shall entitle Franchisor to liquidated damages equal to twice the annual salary of the employee (while employed by the prior employer), plus reimbursement of all costs and attorney fees incurred in enforcing this provision;

(d) Perform services as director, manager, officer, employee or agent of a Competitive Restaurant (defined below); or

(e) Engage in any activity that might injure the goodwill, the Marks, or the image of the Franchisor, Franchisee or the Franchise System.

5.2 Definition of Compete. To compete with Franchisor or any Jet's Pizza restaurant includes but is not limited to involvement as an owner, stockholder, director, officer, member, manager, partner, employee, lender or consultant, or the provision of any other type of assistance, with or to a business:

(a) More than fifty percent (50%) of the gross revenue of which is attributable to the sale of pizza, submarine sandwiches and other items similar to those offered by Jet's Pizza restaurants ("Competitive Restaurants"), and located within five (5) miles of the Territory, or within five (5) miles of any Jet's Pizza restaurant, other than at a Jet's Pizza restaurant licensed by Franchisor; or

(b) Engaged in the sale of franchises for Competitive Restaurants or the ownership or operation of a system of franchised or licensed Competitive Restaurants.

5.3 Related Parties. Franchisee shall obtain from each Related Party an executed Agreement Not to Compete, substantially identical to the terms of this Section, in a form

prescribed by or satisfactory to Franchisor, and shall provide Franchisor with a fully executed original Agreement Not to Compete. For purposes of this Section, the Franchise shall be deemed to have terminated with respect to a Related Party upon the sale or disposition of his or her entire interest in the Franchise and the Franchisee, and/or the termination of his or her status or position as an owner, stockholder, director, officer, member, manager, partner, restaurant manager or key employee of Franchisee. Franchisee is responsible for ensuring that all personnel of Franchisee, including but not limited to owners, officers, and crew members, and Franchisee's vendors, service providers, professional advisors, and other persons associated with Franchisee keep confidential all Proprietary Information. Any unauthorized use or disclosure of Proprietary Information by such persons will constitute a default by Franchisee under this Agreement.

5.4 Judicial Modification. If any court or tribunal determines this agreement not to compete to be unenforceable because it is too broad, either in terms of the length of time, or geographical area, or nature of activities covered, or otherwise, its scope shall be deemed to be automatically restricted to the extent necessary to be enforceable.

6. Default. For purposes of this Agreement, each of the following shall be deemed to be an "Event of Default":

6.1 Failure to Meet Development Schedule. Franchisee fails to meet the Development Schedule prescribed in Schedule 1, or fails to pay any amount when due under this Agreement;

6.2 Transfer to Third Party. Unless waived by Franchisor at the time, a "transfer" (within the meaning of the Franchise Agreement) to an unrelated third party of any Franchise owned by Franchisee or a Related Party, notwithstanding any right to do so under the Franchise Agreement. It is the intent of the parties in entering into this Agreement that the Area Development Territory be developed by Franchisee, and that Franchisee will continue to own and operate the Franchises contemplated under this Agreement; not that Franchisee will engage in a practice of opening Franchises under this Agreement and then selling them to unrelated parties.

6.3 Other Default. Franchisee defaults in any other manner under this Agreement and fails to cure the default within ten (10) days after written notice of the default;

6.4 Cross-Default. Any default by Franchisee or a Related Party under the Franchise Agreement or any related agreement with respect to any Franchise owned by Franchisee or such Related Party, or any default by the Franchisee or its owners under the Franchise Agreement, or any related agreement, for any Franchise owned ten percent (10%) or more, directly or indirectly, by one or more persons who own, directly or indirectly, ten percent (10%) or more of Franchisee, which is not cured within any applicable cure period;

6.5 Court Judgments. The entry of any judgment against Franchisee or a Related Party which it is reasonable to anticipate would adversely affect Franchisee's or the Related Party's ability to own and operate a Franchise or Restaurant, or Franchisee's ability to fulfill its

obligations under this Agreement, that is not satisfied or indemnified against to the satisfaction of Franchisor within ten (10) days of its entry;

6.6 Insolvency or Bankruptcy. The insolvency of Franchisee, the commencement of any proceedings under any federal bankruptcy or state insolvency law, the assignment of assets for the benefit of creditors, or the appointment of a receiver, trustee, or similar person to oversee the business or affairs of Franchisee or any of its business assets; or

6.7 Criminal Activity. Franchisee, or any person who owns a ten percent (10%) or greater interest in Franchisee, commits or is convicted of, or pleads guilty to, any felony, or any misdemeanor involving criminal sexual conduct, drug use or drug trafficking, assault, battery, or physical violence toward any person, fraud, theft, embezzlement, or any crime involving dishonesty or the taking of money or property of others, or any other misdemeanor relevant to the operation of a Franchise.

7. Remedies.

7.1 Right to Cancel. In addition to any other rights or remedies Franchisor may have, upon the occurrence of an Event of Default, Franchisor may cancel Franchisee's Option to acquire additional Franchises under this Agreement.

7.2 Adequate Assurance of Performance. In addition to any other rights or remedies Franchisor may have, in the event of the bankruptcy or insolvency of Franchisee, in addition to any other rights or remedies available to Franchisor, if federal or state law prohibits Franchisor from terminating this Agreement or the Franchise, and Franchisee or the bankruptcy trustee elects to affirm this Agreement, Franchisor shall be entitled to adequate assurance of Franchisee's performance of this Agreement. The parties agree that this may include but shall not be limited to the full payment of all amounts then due or overdue, the cure of any other default, and Franchisee's deposit of a cash bond with Franchisor equal to the initial franchise fees or Area Development Fee(s) for any Restaurants scheduled under Section 2.2 (and Schedule 1) to be opened for business during the next year, with the replenishment of the bond on a regular basis.

7.3 Right to Enjoin. In addition to any other rights or remedies Franchisor may have, Franchisee agrees that any improper disclosure of Proprietary Information or other violation of any other term of this Agreement shall cause Franchisor serious and irreparable injury, that it shall be difficult to adequately measure the damages to Franchisor from any breach by Franchisee of this Agreement, rendering an award of monetary damages an inadequate remedy, and that, in the absence of injunctive relief, the injury to Franchisor from any such breach would be incalculable. Notwithstanding anything to the contrary in this Agreement, Franchisee therefore agrees that, in the event of a breach or attempted breach by Franchisee of this Agreement, including (without limitation) Sections 4 and 5, Franchisor shall be entitled to obtain temporary and permanent injunctive relief from any court of competent jurisdiction, enforcing the terms of this Agreement and prohibiting Franchisee from any further breaches of this Agreement. Nothing in this

Agreement shall be construed to limit or prevent Franchisor from pursuing any other remedies available to it, either in law or in equity.

8. Miscellaneous.

8.1 Marks. Franchisee acknowledges that it acquires no ownership rights or rights to use any of the Marks under or by reason of this Agreement, and that any such rights would be granted only under a Franchise Agreement.

8.2 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by Michigan law without regard to its conflict of law principles, except that any Michigan law regulating the sale of franchises or governing the relationship of a franchisor and its franchisees will not apply unless its jurisdictional requirements are met independently without reference to this Section 8.2. This Agreement shall be deemed to have been entered into in Michigan. Any action brought by Franchisor and Franchisee shall be conducted through arbitration in accordance with Section 8.3. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Franchisee and its Related Parties shall not dispute jurisdiction or venue in any forum established under this Section and shall not attempt to change venue established under this Section based on *forum non conveniens* or any other reason.

8.3 Arbitration. All controversies, disputes, or claims between Franchisee and Franchisor or any of its Related Parties, affiliates, officers, directors and/or employees shall be submitted for binding arbitration, on demand of either party, to the American Arbitration Association. The arbitration proceedings are to be conducted by three (3) arbitrators, all of whom are to be retired judges and are to be conducted according to then current commercial arbitration rules of the American Arbitration Association ("AAA"). All proceedings will be conducted at the office of AAA located in Southfield, Michigan. All matters relating to arbitration will be governed by the Federal Arbitration Act. Judgment upon the arbitrators' award may be entered into by any court of competent jurisdiction, provided that such award shall not be binding unless granted pursuant to a written opinion containing findings of fact and conclusions of law. The prevailing party shall be entitled to recover its reasonable attorney's fees.

8.4 WAIVER OF TRIAL BY JURY. FRANCHISOR AND FRANCHISEE, AND THEIR AFFILIATES AND PRINCIPALS, IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ANY OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

8.5 LIMITATION OF CLAIMS. ALL CLAIMS ARISING UNDER THIS AGREEMENT OR FROM THE RELATIONSHIP BETWEEN THE PARTIES ARE BARRED UNLESS AN ACTION IS FILED WITHIN ONE (1) YEAR FROM THE DATE THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE FACTS CREATING THE CLAIM (AND TIMELY SERVED ON THE OPPOSING PARTY), OR SUCH SHORTER PERIOD REQUIRED BY ANY APPLICABLE LAW OR STATUTE, EXCEPT FOR CLAIMS

RELATING TO THE FINANCIAL OBLIGATIONS OF FRANCHISEE OR FRANCHISEE'S POST-TERM OBLIGATIONS UNDER THIS AGREEMENT.

8.6 WAIVER OF PUNITIVE DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, FRANCHISOR AND FRANCHISEE, AND THEIR AFFILIATES AND PRINCIPALS, WAIVE IN ANY JUDICIAL ACTION, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM OF ANY SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH WILL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY THAT PARTY.

8.7 NO CLASS ACTIONS. NEITHER FRANCHISEE NOR FRANCHISOR SHALL SEEK TO LITIGATE AGAINST THE OTHER PARTY TO THIS AGREEMENT OR SUCH PARTY'S RELATED PARTIES, EITHER AS A REPRESENTATIVE OF, OR ON BEHALF OF, ANY OTHER PERSON, CLASS, OR ENTITY IN ANY DISPUTE, CONTROVERSY, OR CLAIM OF ANY KIND ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, THE RIGHTS AND OBLIGATIONS OF THE PARTIES, THE SALE OF THE FRANCHISE, OR OTHER CLAIMS OR CAUSES OF ACTION RELATING TO THE PERFORMANCE OF EITHER PARTY TO THIS AGREEMENT. NO ACTION OR PROCEEDING UNDER THIS AGREEMENT SHALL ADD AS A PARTY, BY CONSOLIDATION, JOINDER, OR IN ANY OTHER MANNER, ANY PERSON OR PARTY OTHER THAN FRANCHISEE AND FRANCHISOR AND ANY PERSON IN PRIVITY WITH, OR CLAIMING THROUGH, IN THE RIGHT OF, OR ON BEHALF OF, FRANCHISEE OR FRANCHISOR, UNLESS BOTH FRANCHISEE AND FRANCHISOR CONSENT IN WRITING. FRANCHISOR HAS THE ABSOLUTE RIGHT TO REFUSE SUCH CONSENT. FRANCHISEE AGREES AND ACKNOWLEDGES THAT ANY JUDICIAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING FROM OR RELATING TO THIS AGREEMENT, THE RELATIONSHIP BETWEEN THE PARTIES, OR ANY AGREEMENT OR RELATIONSHIP BETWEEN FRANCHISEE AND ANY AFFILIATE OF FRANCHISOR WILL BE CONSIDERED UNIQUE ON ITS FACTS AND MAY NOT BE BROUGHT AS A CLASS OR GROUP ACTION.

8.8 Costs and Legal Fees. In connection with any failure by Franchisee to comply with this Agreement, regardless of whether there is any legal proceeding to enforce the terms of this Agreement, Franchisee shall reimburse Franchisor, upon demand, for the costs and expenses incurred by Franchisor as a result of such failure and Franchisor 's enforcement of the terms of this Agreement, including, without limitation, accountants', attorneys', attorneys' assistants and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel expenses. If Franchisee initiates a legal proceeding against Franchisor, and if Franchisee does not prevail in obtaining the relief Franchisee was seeking in such legal proceedings, then Franchisee shall reimburse Franchisor for the costs and expenses incurred by Franchisor as a result of such legal proceedings, including, without limitation, accountants', attorneys', attorneys' assistants and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel expenses, whether incurred prior to, in preparation for, in contemplation of, or in connection with such legal proceedings.

8.9 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

8.10 Assignment. Neither this Agreement, nor any rights or obligations under this Agreement, may be assigned by Franchisee without the prior written consent of Franchisor. Franchisor shall not unreasonably withhold its consent to an assignment of Franchisee's right to purchase a particular Franchise to a new corporation, limited liability company or other business entity formed for the purpose of owning and operating a Franchise, a majority of which is owned by or under common ownership with Franchisee, in which case references in this Agreement to "Franchisee" shall be deemed to include such business entity.

8.11 Integration Clause. This Agreement, including the Schedule, represents the entire agreement of the parties with respect to this subject matter, and supersedes any agreement or understanding of the parties prior to entering into this Agreement. This integration clause is not, however, intended to disclaim any statements or representations made in the Disclosure Document.

8.12 Amendments. This Agreement may be modified or amended only in writing, signed by the parties.

8.13 Notices. Any notice under this Agreement shall be in writing, and shall be deemed sufficient if delivered personally, mailed by certified or registered mail, return receipt requested, or sent via facsimile. Notice shall be deemed to have been given when personally delivered, two (2) business days after having been mailed by certified or registered mail, return receipt requested, or one business day after transmission via facsimile. Notice to Franchisee shall be sent to its last known address on Franchisor's books and records, or the address of any Franchise or Restaurant owned by Franchisee, and notice to Franchisor shall be sent to its registered address in the State of Michigan, unless notice as to another address has been given pursuant to this Section.

8.14 Attorney Fees. A party who substantially prevails with respect to any dispute shall be entitled to recover its reasonable attorney fees and other costs from the other party.

8.15 Waivers and Extensions. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same provision. No extension of the time for performance of any obligation or other act shall be deemed to be an extension of the time for the performance of any other obligation or any other act.

8.16 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall constitute an original Agreement, but all of which shall constitute only one Agreement. Execution and delivery of an executed party's signature page of this Agreement by electronic signature, whether digital or encrypted, is intended to authenticate this writing and to have the same force and effect as a manual signature.

[*Signatures on the Following Page*]

IN WITNESS OF this Area Development Agreement, the parties have signed below.

FRANCHISOR:
JET'S AMERICA, INC.

_____
John Jetts, President

_____
Date

FRANCHISEE:

_____
Company

_____
Signature

Name: _____
Title: _____

_____
Date

SCHEDULE 1	
Number of Franchises Subject to Option	
Area Development Territory	
Area Development Fee	The Area Development Fee for the Option to develop _____ Franchises is $_____ and is payable in full upon execution of this Agreement. The Area Development is allocated towards the _____ Franchises as follows: $_____ for the First Franchise. $_____ for the Second Franchise $_____ for the Third Franchise $_____ for each additional Franchise beyond the Third Franchise.
Development Schedule	First Franchise: Restaurant to be opened within 3 to 12 months after the lease is executed. Second Franchise: Restaurant to be opened within _____ of opening the Restaurant for the First Franchise. Third Franchise: Restaurant to be opened within _____ of opening the Restaurant for the Second Franchise. Each Additional Franchise beyond Third Franchise: Restaurant to be opened within _____ of opening the Restaurant for the prior Franchise.

FRANCHISOR:
JET'S AMERICA, INC.

_____
John Jetts, President

_____
Date

FRANCHISEE:

_____
Company

_____
Signature

Name: _____
Title: _____

_____
Date

FDD EXHIBIT R
RECEIPT AND DUPLICATE

EXHIBIT R

STATE EFFECTIVE DATES AND RECEIPT

STATE EFFECTIVE DATES

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

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State		Effective Date
Illinois		Pending
Indiana		Pending
Michigan		Pending
Minnesota		Pending
New York		Pending
North Carolina		Pending
Virginia		Pending
Wisconsin		Pending
Washington		Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

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

If Jet's offers you a franchise, Jet's must provide this disclosure document to you at least fourteen (14) calendar days before the signing of a binding agreement or fourteen (14) calendar days before any payment to Jet's or an affiliate, in connection with the proposed franchise sale. **New York** requires that Jet's 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. **Iowa** requires that we give you this disclosure document at the earlier of the first personal meeting or 14 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 Jet's 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 Jet's 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 at 600 Pennsylvania Avenue, NW., Washington D.C. 20580 and the state agencies listed in Exhibit N. The agent for service of process for your respective state is found in Exhibit O.

Issuance Date: April 28, 2022 (the effective dates of this disclosure document in states with franchise registration laws are listed in the State Effective Dates page in Exhibit R.

John Jetts and James W. Galloway Jr. are the only persons authorized to offer or sell Jet's Pizza franchises in the United States of America.

I acknowledge receipt of a Franchise Disclosure Document with an Issuance Date of April 28, 2022, including the following exhibits:

1. Franchise Agreement, including Schedules
2. Financial Statements
3. Jet's Pizza Operations Manual Table of Contents
4. List of Current Jet's Pizza, Inc. Franchisees and affiliates
5. List of Former Jet's Pizza, Inc. Franchisees
6. Guaranty
7. Related Party Confidentiality Agreement
8. Related Party Agreement Not to Compete
9. Business Purpose Affidavit
10. Ownership Certificate
11. Sample Forms of Transfer Agreements
12. Royalty Addendum for Transfer – Franchise Agreement
13. Renewal Addendum – Remodeling Requirements
14. General Release Upon Renewal
15. List of State Administrators
16. Agents for Service of Process
17. State-Specific Disclosures and Contract Addenda
18. Area Development Agreement
19. State Effective Dates and Receipt

Date: _____
(Do not leave blank)

State: _____

_____
(Print Name of Prospective Franchisee – For Entity)

Signature:_____
Print Name:_____
Title: _____

_____
(Print Name of Prospective Franchisee – For Individuals)
Signature:_____

The above individual(s) signs on behalf of the above entity and all other prospective franchisee entities (currently in existence or formed in the future) of which the above individual(s) is an officer, partner or member.

[Copy for Jet's]
[IF NEEDED, SEE NEXT PAGE FOR ADDITIONAL SIGNATURE SPACES]

Date: _____ Signature:_____
(Do not leave blank) Print Name:_____
State: _____

Date: _____ Signature:_____
(Do not leave blank) Print Name:_____
State: _____

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State: _____

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State: _____

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15. List of State Administrators
16. Agents for Service of Process
17. State-Specific Disclosures and Contract Addenda
18. Area Development Agreement
19. State Effective Dates and Receipt

Date: _____
(Do not leave blank)

State: _____

_____
(Print Name of Prospective Franchisee – For Entity)

Signature:_____
Print Name:_____
Title: _____

_____
(Print Name of Prospective Franchisee – For Individuals)
Signature:_____

The above individual(s) signs on behalf of the above entity and all other prospective franchisee entities (currently in existence or formed in the future) of which the above individual(s) is an officer, partner or member.

[IF NEEDED, SEE NEXT PAGE FOR ADDITIONAL SIGNATURE SPACES]

Date: _____ Signature:_____
(Do not leave blank) Print Name:_____
State: _____

Date: _____ Signature:_____
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(Do not leave blank) Print Name:_____
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