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MAY 10 2017

Department of
Business Oversight

FRANCHISE DISCLOSURE DOCUMENT

MIDICI GROUP LLC
a California Limited Liability Company
17555 Ventura Boulevard, Suite 200
Encino, CA 91316
818-708-0316 www mymidici com

MidiCi
neapolitan pizza

We grant you the right to operate a ~~MidiCi fast casual Restaurant Your Restaurant will feature build your own~~ sit-down casual restaurant which features high quality ingredients to create authentic Neapolitan pizzas, salads, appetizers, beverages, dessert items, and other products in a distinctive atmosphere ~~We also grant to qualified franchisees the right to develop multiple MidiCi Restaurants under a Multi Unit Agreement~~ with a center state bustling kitchen as the heart of the MidiCi Restaurant.

~~The total investment necessary to begin operation of your Restaurant is from $612,616 to~~
~~$774,948 This includes $56,950 that must be paid to us~~

The total investment necessary to begin operation of a standard Restaurant is from $733,700 - $779,986 and $826,700 to $873,986 for a MidiCi Plus Restaurant This includes $52,650 - $53,050 that must be paid to us or our affiliates If you sign an Area Development Agreement, you must pay us a Development Fee equal to $80,000 if you are going to open 2 Restaurants, $102,000 if you are going to open 3 Restaurants, $124,000 if you are going to open 4 Restaurants and $140,000 if you are planning to open 5 Restaurants.

~~operation under a Multi Unit Agreement is from $674,616 to $868,948 This includes $118,950 to~~
~~$150,950 that must be paid to us~~

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

You may wish to receive your Disclosure Document in another format that is more convenient for you To discuss the availability of disclosures in different formats, contact MJ Kwon, at 17555 Ventura Boulevard, Suite 200, Encino, CA 91316, telephone 818-708-0316

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 ~~March 4~~April 26, ~~2016, as amended on May 23, 2016~~ 2017

STATE COVER PAGE

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

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

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

Please consider the following RISK FACTORS before you buy this franchise

1 THE FRANCHISE AGREEMENT AND ~~MULTI UNIT~~ AREA DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY~~LITIGATION/~~ ARBITRATION/ MEDIATION ~~ONLY IN CALIFORNIA~~IN THE CITY CLOSEST TO WHERE OUR HEADQUARTERS IS LOCATED, OUT-OF-STATE ~~LITIGATION/~~ ARBITRATION/MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO ~~LITIGATE/~~ARBITRATE/MEDIATE WITH US IN ~~CALIFORNIA~~ THE CITY CLOSEST TO WHERE OUR HEADQUARTERS ARE LOCATED THAN IN YOUR OWN STATE

2 WE HAVE BEEN IN EXISTENCE FOR A SHORT PERIOD OF TIME (SINCE AUGUST 29, 2014), THEREFORE WE HAVE A LIMITED OPERATING HISTORY TO ASSIST YOU IN JUDGING WHETHER OR NOT TO MAKE THIS INVESTMENT

~~3 THE FRANCHISEE WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM $612,616 to $774,948 THIS AMOUNT EXCEEDS THE FRANCHISOR'S STOCKHOLDERS EQUITY AS OF DECEMBER 31, 2015, WHICH IS $391,050~~

~~4~~3 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise A franchise broker or referral source represents us, not you We pay this person a fee for sellıng our franchıse or referrıng you to us You should be sure to do your own ınvestıgatıon of the franchıse

Regıstratıon States Effectıve Dates See followıng page

MidiCi

Franchise Disclosure Document Effective Dates

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

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

California	~~March 16, 2016, as amended on June 15, 2016~~
Hawaii	~~March 14, 2016, as amended on May 31, 2016~~
Illinois	~~March 30, 2016, as amended on May 24, 2016~~
Indiana	~~March 9, 2016 as amended on May 24, 2016~~
Maryland	~~SEE SEPARATE FDD~~
Michigan	~~February 5, 2016, as amended on May 23, 2016~~
Minnesota	~~March 10, 2016, as amended on May 26, 2016~~
New York	~~SEE SEPARATE FDD~~
North Dakota	~~March 10, 2016, as amended on May 27, 2016~~
Rhode Island	~~January 30, 2016, as amended on May 25, 2016~~
South Dakota	~~March 16, 2016, as amended on May 23, 2016~~
Virginia	~~March 21 2016, as amended on June 22 2016~~
Washington	~~March 31, 2016, as amended on May 23 2016~~
Wisconsin	~~March 4, 2016, as amended on May 23, 2016~~

NOTICE REQUIRED BY 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 relating to a franchise

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

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

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

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

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

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN

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

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

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to the Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, telephone (517) 373-7117

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EXHIBITS

Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The franchisor is "MidiCi Group LLC" For ease of reference, we will be referred to as "MidiCi," "we," or "us" in this Disclosure Document The person or entity who buys the franchise will be referred to as "you" and "your" throughout this Disclosure Document If you are a corporation or limited liability company, your owners must sign our "~~Guaranty and Assumption of Obligations~~ Personal Guarantee" which means that all of our Franchise Agreement's provisions also will apply to your owners

The Franchisor

We are a California limited liability company formed on August 29, 2014 Our principal business address is 17555 Ventura Boulevard, Suite 200, Encino, California 91316 We have not operated any MidiCi Restaurants We have offered franchises since January 2015 Our affiliate, MidiCi LLC, opened a MidiCi Restaurant in Sherman Oaks, Los Angeles County, California in June 2015 We do not offer and have not offered franchises in any other line of business

We operate under the name "MidiCi" and "MidiCi The Neapolitan Pizza Company and the other ~~marks~~ Trademarks described in Item 13 ~~(the~~

~~"Marks")~~

Agents for Service of Process

Our agents for service of process are disclosed in Exhibit A

Parents, Predecessors and Affiliates

We do not have any parents or predecessors

We have two affiliates MidiCi LLC~~-~~, a California limited liability company, owns the Trademarks Its principal address is the same as ours Since June 2015 MidiCi LLC has been operating one MidiCi Restaurant (defined below) located in Sherman Oaks, Los Angeles County, California It has not offered franchises in any line of business

Another affiliate, Menchie's Group, Inc ~~-~~, a California corporation, ("MGI"), offers franchises for MENCHIE'S Stores which sell soft serve frozen yogurt and related products Its principal address is the same as ours It has offered MENCHIE'S franchises since March 2008 As of the end of the last fiscal year, it had 418 franchised locations. It has not operated or offered franchises for MidiCi Restaurants or in any other line of business

From March, 2009 to April 2013, BSD USA, LLC ("BSD") served as a subfranchisor of MGI and granted MENCHIE'S franchises in certain states All of BSD's subfranchise agreements were transferred to MGI in April 2013 BSD does not operate any other business and has never offered franchises in any other line of business

The Franchise Offered

~~We grant you the right to develop and operate a fast casual restaurant under the "MidiCi" trademark and other Marks and the System (as defined below) (the "Restaurant") pursuant to the~~

~~terms of our Franchise Agreement, the form of which is attached hereto as Exhibit C (the "Franchise Agreement") We also offer qualified franchisees the right to develop multiple MidiCi Restaurants under the terms of a Multi Unit Agreement, the form of which is attached hereto as Exhibit D (the "Multi Unit Agreement") If you sign a Multi Unit Agreement, you will sign a separate Franchise Agreement for each Restaurant developed under your Multi Unit Agreement and it will be our then current form of Franchise Agreement~~

We grant you the right to develop and operate a sit-down casual restaurant which features high quality ingredients to create authentic Neapolitan pizzas, salads, appetizers, beverages, dessert items, and other products in a distinctive atmosphere with a center state bustling kitchen as the heart of the MidiCi Restaurant (the "Restaurant") according to the System (defined below) and under the Trademarks (defined below) You will operate the Restaurant pursuant to the terms of our Franchise Agreement, the form of which is attached hereto as Exhibit C (the "Franchise Agreement) "MidiCi Restaurant" means any restaurant which is operated under the System and Trademarks whether owned by us, an affiliate of us, or a licensee or franchisee of us Your Restaurant will offer build-your-own Neapolitan pizzas, salads, appetizers, dessert items, beverages, and other products (the "Menu Items") for retail sale to the public Menu Items are prepared according to our specified recipes and procedures and use high-quality ingredients ~~Each Restaurant will operate under the name MidiCi and other Marks we designate~~ "System" means the MidiCi System, which consists of distinctive food and beverage products prepared according to special and confidential recipes and formulas with unique storage, preparation, service and delivery procedures and techniques, offered in a setting of distinctive exterior and interior layout, design and color scheme, signage, furnishings and materials and using certain distinctive types of facilities, equipment, supplies, ingredients, business forms, training materials, Manuals, sales techniques, methods and procedures, all of which we may modify from time to time "Trademarks" means the MidiCi trademarks, service marks and trade names set forth on Schedule B, as we may modify from time to time, and such other trademarks, service marks, trade names, the trade dress and other commercial symbols as we may authorize you to use in and in connection with the Restaurant from time to time. Currently our Trademarks include "MidiCi', "MidiCi with design" "MidiCi The Neapolitan Pizza Company with design" "MidiCi the Neapolitan Pizza Company with face design", "People are the Best thing that can happen to anyone", "We bring friends together", and "Fast Fine" Trade dress includes the designs, color schemes and images we authorize you to use in the operation of the Restaurant from time to time

We offer 2 different restaurant packages – Standard and MidiCi Plus Both the Standard and MidiCi Plus are considered "MidiCi Restaurants". While the Menu Items and the brand offering are the same in both restaurant packages, "MidiCi Plus" includes differences in equipment and finishes ("Enhancements"). The Enhancements include but not limited to, additional custom-made refrigeration storage, enhanced finish for the restrooms, enhanced finish to the Pizza Ovens, enlarged preparation equipment. You are permitted to choose to open a Standard MidiCi Restaurant or to pick and choose the Enhancements on "a la carte" basis which will bring you in the range of a MidiCi Plus See Item 7 for greater details on the costs of the Enhancements for a MidiCi Plus

We also offer qualified franchisees the right to develop multiple MidiCi Restaurants under the terms of an Area Development Agreement, the form of which is attached hereto as Exhibit D (the 'Area Development Agreement" or "ADA") The Area Development Agreement requires that you (1) develop the MidiCi Restaurants within the Development Area ("Development Area") according to a development schedule attached to the Area Development Agreement (the "Development Schedule") and (2) enter into a separate Franchise Agreement for each MidiCi Restaurant you develop under the Area Development Agreement. The form of the Franchise Agreement will be the then current Franchise Agreement, although the Royalty Fee, Brand Fee and Local Marketing Fund Fee will be the same as in our standard form franchise agreement being offered as of the date of the Area Development Agreement.

~~You must operate your Restaurant under the MidiCi System (the "System") The System is characterized by a distinctive layout service style, design, signs, decor, furnishings, recipes~~

~~procedures and techniques, all of which we may change from time to time MidiCi Restaurants range in size from 3,000 to 4,600 square feet depending on the location of your Restaurant You must adhere to the System regardless of the size of your Restaurant~~

Market and Competition

Your Restaurant will offer products and services to the general public throughout the year and compete with other pizza restaurant chains (local, regional, and national), other types of restaurants, grocery stores, and food service businesses The market for your type of products and services is developed and very competitive The sale of pizza and other authorized Menu Items is not considered to be seasonable

Industry-Specific Regulations

Laws exist in every state that govern the food-service industry, including health, sanitation, and safety regulations regarding food storage, preparation and safety and the sale of alcoholic beverages You must comply with all local, state, and federal laws that apply to your Restaurant's operation, including health, sanitation, EEOC, OSHA, discrimination, employment, and sexual harassment laws The Americans with Disability Act requires readily accessible accommodation for disabled persons and therefore may affect your building construction You must obtain real estate permits (such as zoning permits), real estate licenses and operational licenses You also must comply with all PCI Data Security Standards There are also regulations that pertain to sanitation, labeling, food preparation, food handling, and food service You will be required to comply with all applicable federal, state, and local laws and regulations during the operation of your Restaurant You should consult with an attorney concerning those and other local laws and ordinances that may affect your Restaurant's operation ~~If you choose~~ You will be required to sell beer and wine at your Restaurant ~~you~~ You will be required to obtain and keep in force all necessary licenses and permits required by public authorities, including an alcoholic beverage vendor license

Item 2

BUSINESS EXPERIENCE

Co - Founder, Chief Executive Officer~~, Managing Member~~ Amit Y Kleinberger
Mr Kleinberger has served as our Chief Executive Officer ~~and Managing Member~~ since August 2014 He has also served as a Board Director and Chief Executive Officer for MGI since July 2008 He also served as Co - Founder, Member and Chief Executive Officer of MidiCi LLC since September 2013

Co – Founder, Executive Director of Business Development~~, Member~~ Elie Balas
Mr Balas has served as our Director of Business Development and ~~Member~~ Executive Director of Business Development since August 2014 He has also served as Director of Business Development and Chairman for MGI since July 2008 He also served as the Director of Business Development and Member of MidiCi LLC since September 2013

Co – Founder, Chief Operations Officer~~, Member~~ Tom Regev
Mr Regev has served as our Chief Operations Officer ~~and Member~~ since August 2014 He has also served as Vice President of Operations for MGI since March 2009 He also served as the Chief Operations Officer ~~and Member~~ of MidiCi LLC since September 2013

Co – Founder Vice President~~, Member~~ Patrick Brunet
Mr Brunet has served as our Vice President ~~and Member~~ since August 2014 He also served as Vice

President ~~and Member~~ for MidiCi LLC since September 2013 From August 2009 to December 2011 he served as Chairman and Co-founder of Zinque in Los Angeles, California From November 2010 to August 2013 he served as Managing Director of B1 Breadshop in Los Angeles, California From June 2012 to August 2013, he served as Chairman and Co-Founder of Pichet LLC in Los Angeles, California

~~Senior Director of~~ Vice President Operations Gary Hunter

Mr Hunter ~~has~~ served as Vice President Operations since April 2017 Mr. Hunter served as our Senior Director of Operations ~~since~~ from August 2014 to April 2017 He has also served as the Senior Director of Operations for MGI since May 2012 From June 2008 to April 2012, Mr Hunter served as the Senior Director of Operations for Robeks Corporation, located in Los Angeles, California

Vice President Marketing – Thomas Bartsch

Mr Bartsch has served as our Vice President Marketing since July 2016 From January 2013 to January 2016 Mr. Bartsch served as Chief Marketing Officer International/Senior Vice President Global Marketing of Focus Brands in Atlanta, Georgina From January 2008 to January 2013, Mr Bartsch served as Executive Director of Brand Marketing for DineEquity in Glendale, California.

Vice President of Brand Strategy, Sylvie Freshwater

Mrs. Freshwater served as our Vice President of Brand Strategy since January 2016 Mrs. Freshwater served as our Creative Director from August 2014 until January 2016. She has also served as the Creative Director of MGI since April 2010

Vice President, Kristin Belg

Ms. Belg has served as our Vice President since March 2017. From August 2014 to March 2017 she served as Director of Communications. She has also served as the Director of Communications for MGI since June 2012 From June 2012 to June of 2010, she served as the Franchise Relation Manager for MGI

~~Senior Director~~ Vice President of Real Estate ~~and Development~~ David Goldberg

Mr Goldberg ~~has~~ served as Vice President of Real Estate since January 2015. Mr. Goldberg served as our Senior Director of Real Estate and Development ~~since~~ from August 2014 to January 2015 He has also served as the Senior Director of Real Estate and Development for MGI since October 2012 From July 2010 to September 2012 Mr Goldberg was investigating employment opportunities

~~From January 2010 to June 2010 Mr Goldberg served as a consultant for Marco's Pizza located in Toledo Ohio~~

~~Senior Director of Real Estate and Development Bonnie Gatine~~

~~Ms Gatine has served as our Senior Director of Real Estate and Development since August 2014 She has also served as the Senior Director of Real Estate and Development for MGI since January 2013 From February 2012 to December 2012 Ms Gatine served as a consultant for Altura LLC located in Mission Viejo, California From March 2011 to January 2012 and from September 2008 to August 2009 Ms Gatine was an independent consultant for BCG Consulting located in Irvine, California~~

~~Director of Communications· Kristin Belg~~

~~Ms Belg has served as our Director of Communications since August 2014 She has also served as the Director of Communications for MGI since June 2012 From June 2012 to June of 2010, she served as the Franchise Relation Manager for MGI From June 2010 to June 2009, she served as a Franchise Relations Leader for MGI~~

~~Accounting Director~~ Controller, Diana Vasquez

Ms Vasquez ~~has~~ served as our Controller since April 2017. Ms. Vasquez served as our Accounting Director

~~since~~ from August 2014 to April 2017 She has also served as the Accounting Director of MGI since February 2011

~~Mr Guttman has served as our IT Director since August 2014 He also served as the IT Director for MG since June 2011 From 2000 to June 2011 Mr Guttman served as the Lead IT Consultant at Computer Guy Macintosh and PC Services located in Los Angeles, California~~

~~**Creative Director· Sylvie Freshwater**~~
~~Mrs Freshwater has served as our Creative Director since August 2014 She has also served as the Creative Director of MGI since April 2010~~

~~**Executive Chef/Director of Culinary Research and Development· Peppe Miele**~~
~~Mr Miele has served as our Executive Chef/Director of Culinary Research and Development since August 2014 Since August 1992 Mr Miele has also been the owner of Antica Pizzeria located in Los Angeles, California Mr Miele also serves as the President of the American Delegation of the *Associazione Verace Pizza Napoletana* (AVPN)~~

~~**Senior Chef/Assistant Director of Culinary Research and Development· Mario Vollera**~~
~~Mr Vollera has served as our Senior Chef/ Assistant Director of Culinary Research and Development since August 2014 Since December 2012, Mr Vollera has also been the co-owner of Barbershop Ristorante Italiano located in Los Angeles California From May 2011 to June 2012, he served as the manager at Hostaria del Piccolo in Santa Monica From May 2011 to June 2012 he served as a waiter at Piccolo located in Venice From 2008 to May 2011 he served as the manager for Antica Pizzeria located in Los Angeles, California~~

~~**Senior Vice President of Franchise Development Joe Matthews**~~
~~Mr Matthews has served as our Senior Vice President of Franchise Development since August 2014 He has also served as the Senior Vice President of Franchise Development for~~

~~MGI since January 2010 Since July 2002 Mr Matthews has served as the Director of Franchise Performance Group in Litchfield, Connecticut~~

~~**Vice President of · Jacob Guttman**~~

~~**IT**~~ **Senior Director Franchise Development** ~~**Brian Melaney**~~**MJ Kwon**
~~Mr Melaney has served as our Vice President of Franchise Development since August 2014 He has also served as Vice President of Franchise Development for MGI since September 2008~~
Ms Kwon has served as our Senior Director of Franchise Development since March 2017.From February 2016 to March 2017 she served as Director of Franchise Development. . From August 2014 to February 2016 she served as Franchise Development Manager— ~~**Chris Brown**~~ She has also served as the Franchise Development Manager for MGI since March
~~Mr Brown has served as our Franchise Development Manager since August 2014 He has also served as a Franchise Development Manager for MGI since August 2013 From February 2013 to August 2013 Mr Brown served as a freelance Hospitality Consultant in Franklin Lakes, New Jersey From February 2010 to February 2013 Mr Brown served as the District Manager for Sodexo in Baltimore, Maryland~~
~~**Franchise Development Manager· Paul Martell**~~

~~Mr Martell has served as our Franchise Development Manager since August 2014 He has also served as a Franchise Development Manager for MGI since August 2010~~

~~**Franchise Development Manager Michael Mudd**~~

~~Mr Mudd has served as our Franchise Development Manager since August 2014 He has also served as a Franchise Development Manager for MGI since May 2010~~

~~**Franchise Development Manager Angela Shaw-Long**~~

~~Mrs Shaw-Long has served as our Franchise Development Manager since August 2014 She has also served as a Franchise Development Manager for MGI since January~~ 2011

~~**Franchise Development Manager: Eric J Edwards**~~

~~Mr Edwards has served as our Franchise Development Manager since August 2014 He has also served as a Franchise Development Manager for MGI since July 2014 From August 2012 to July 2014 Mr Edwards served as a franchise consultant for Executive Franchise Development located in Greenville, South Carolina From January 2007 to July 2012 Mr Edwards served as Director of Development for Del Taco located in Orange County, California~~

~~**Franchise Development Manager MJ Kwon**~~

~~Ms Kwon has served as our Franchise Development Manager since August 2014 She has also served as the Franchise Development Manager for MGI since March 2011~~

Item 3

LITIGATION

No litigation is required to be disclosed in this Item

Item 4

BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item

Item 5

INITIAL FEES

Initial Franchise Fee

The Initial Franchise Fee for a single Restaurant franchise is $46,000, which is paid in full at the time you sign the Franchise Agreement The Initial Franchise Fee is fully earned upon receipt and is non-refundable

Within 30 days of the effective date of your first Franchise Agreement, you may choose to open additional Restaurants (a total of ~~three Restaurants or five~~ 2,3,4,or 5 Restaurants, including the Restaurant to be operated under your first Franchise Agreement), and receive the benefit of paying a reduced, per Restaurant Initial Franchise Fee (as described further below under "~~Multi Unit~~ Development Fee") If you choose to exercise this option, you will be required to pay us the difference between the Initial Franchise Fee(s) you already paid and the balance owed for the additional Restaurants you agree to open, which will be calculated and paid as stated in our then-current form of ~~Multi Unit~~ Area Development Agreement You also will be required to sign ~~a Multi Unit~~ an Area Development Agreement, or if you are already a party to ~~a Multi Unit~~ an Area Development Agreement, an addendum to the ~~Multi Unit~~ Area Development Agreement identifying the additional Restaurants you agree to open

Uniforms, Merchandise, Equipment and Supplies

You will be required to purchase from us certain uniforms, merchandise, equipment and ~~Restaurant~~ restaurant supplies costing approximately $~~7,000 for each Restaurant you agree to open~~2,700 to $3,100 This amount is earned by us upon receipt and is non-refundable

~~Multi Unit~~ Development Fee

~~If you enter into a Multi Unit Agreement, the Initial Franchise Fee for each Restaurant will depend on the number of Restaurants you agree to open If you agree to open three Restaurants, the Initial Franchise Fee for each Restaurant will be $36,000 If you agree to open five Restaurants the Initial Franchise Fee for each Restaurant will be $28,000~~

If you sign ~~a Multi Unit~~ an Area Development Agreement, you must pay us a "~~Multi Unit~~ Development Fee" in an amount determined based upon the number of Restaurants you agree to develop and operate and the Initial Franchise Fee for each Restaurant If you agree to open ~~three~~ 2 Restaurants, your ~~Multi Unit~~ Development Fee will be $~~108,000 ($36,000~~ 80,000 ($40,000 x 2) If you agree to open 3 Restaurants, your Development Fee will be $102,000 with an Initial Franchise Fee for each restaurant being $34,000 ($34,000 x 3) If you agree to open ~~five~~ 4 Restaurants, your ~~Multi Unit~~ Development Fee will be $~~140,000~~ 124,000 and the Initial Franchise Fee for each Restaurant will be $31,000 ($31,000 x 4). If you agree to open 5 Restaurants, your Development Fee will be $140,000 and the Initial Franchise Fee for each Restaurant will be $28,000 ($28,000 x 5) The ~~Multi Unit~~ Development Fee is credited against the Initial Franchise Fee for each Restaurant The ~~Multi Unit~~ Development Fee is fully earned by us upon receipt and is non-refundable

The ~~Multi Unit~~ Development Fee is due in full upon your signing of the ~~Multi Unit~~ Area Development Agreement You also will sign a Franchise Agreement ~~and an Addendum to Franchise Agreement (attached as Schedule G to the Franchise Agreement)~~ in accordance with the Development Schedule for each Restaurant you agree to open ~~when you sign the Multi Unit Agreement~~
~~The Addendum to Franchise Agreement will modify the time you will have to develop and open each Restaurant four years if you agree to open three Restaurants, and five years if you agree to open five Restaurants~~

Development Services Fee

You will pay us a Development Services Fee of $3,950 ~~for each Restaurant to be developed~~ The Development Services Fee is due when you sign the Franchise Agreement In exchange for the Development Services Fee we will provide you with site selection assistance and support The Development Services Fee is earned by us upon receipt and is not refundable

Item 6

OTHER FEES

Type of Fee (1)	Amount	Due Date	Rem
Royalty Fee (2)	5% of ~~Gross~~ Net Sales (3)	Weekly	Weekly payment (Friday) to us, via
Brand Fee (4)	2% of ~~Gross~~ Net Sales (3)	Weekly	Weekly payment (Friday) to us, via

Type of Fee (1)	Amount	Due Date	Rem
Local Marketing Fund Fee (5)	Greater of 2% of ~~Gross~~ Net Sales	2% is paid weekly	You will be reimbursed from this
Franchisee Ad Co-op Fee (5)	To be determined by the ~~Co-~~ Co-op	To be determined by the Co-op	If we designate a local cooperative, you must participate in the cooperative and we will contribute your Local Marketing Fund Fee to the
Technology Fee	$97	Monthly by the 5th of each month	Paid by electronic banking Subject to increase or decrease the amount of the Technology Fee not to exceed 5% per calendar year
Audit fee	Cost of audit Precise estimate is unknown as of the date of this Disclosure Document, but is estimated to range from $500 to $2,000	5 days after notice of amount due	~~You will pay us the costs of an audit to be performed if you fail to provide monthly financial statements, which are required by the Franchise~~
~~Type of Fee (1)~~	~~Amount~~	~~Due Date~~	~~Rem arks~~
Late fee	10% of the amount due	Within 5 days of the date of our statement for amount due	You will pay us a late fee in the amount of 10% if you fail to pay the Royalty fee, Brand Fee or other amounts due to us within ten days of the due date You also will be required to pay us a late fee on any overdue amount
Interest on late payments	The lesser of 1 ½% per month or the maximum amount permitted by applicable law	Within 5 days of date of our statement for amount due	You will pay us interest on any overdue Royalty fees, Brand Fees or other amounts due to us, beginning with the date payment is due until you pay
Additional training fee	To be determined by us, but not to exceed $1,500 per person per day	Before commencement of the training program	You will pay us a non-refundable fee if you ask for special assistance or we determine that additional training is warranted after
Operations Manual	$500	As incurred	If your copy of the Operations Manual is lost, stolen, or otherwise unavailable to you, you must pay us

Type of Fee (1)	Amount	Due Date	Rem
Alternative supplier evaluation fees	Various amounts to be determined by the amount of time and money necessary to evaluate the alternative supplier and/or the alternative product Precise estimate is unknown as of the date of this Disclosure Document, but is estimated to range from $500 to $5,000 ~~This amount will include our~~	As incurred	If you seek approval of a new supplier or product, we may charge you a fee for conducting the evaluation or you may have to pay some third party to evaluate your proposed supplier or product
Renewal fee	50% of our then-current initial franchise fee	Before signing ~~of~~the renewal franchise agreement	Payable to us, if you wish to renew your franchise agreement
Alternative dispute fee*	To be determined by the American Arbitration Association	At commencement of dispute resolution	Fee for participating in any dispute- resolution process
~~Type of Fee (1)~~	~~Amount~~	~~Due Date~~	~~Rem arks~~
Transfer fee	50% of our then-current initial franchise fee	Due at time Transferee signs Franchise Agreement	Either you or transferee must pay us the transfer fee
Seminar and convention fees	No charge for attending seminars or conventions Fees for travel, food, and lodging will depend on distance traveled and accommodations which one chooses	As incurred	Fees for travel, food, and lodging to attend seminars and conventions Paid to various vendors Certain expenses may be refundable under various circumstances
Costs and attorneys' fees*	Will vary under circumstances	As incurred	Payable to us, to reimburse us for fees incurred by us in obtaining injunctive or legal relief for the enforcement of any item of the Franchise Agreement
Indemnification*	Will vary under circumstances	As incurred	You must reimburse us if we are held liable for any claims arising from your business
Insurance (6)	Will vary according to coverage and area	As incurred	~~You must be fully covered in allareas of operating a business~~ You must pay for your own insurance coverage If you do not procure and maintain the required insurance coverage we may, but are not required to, procure insurance coverage on

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Type of Fee (1)	Amount	Due Date	Rem
Proprietary Software	Various amounts	As incurred	If we develop proprietary software,
Grand Opening Marketing Campaign	$8,000	As incurred	You must spend at least ~~$5,000~~ 8,000 on grand opening marketing and promotion during the first ~~month~~ 90 days your Restaurant is open Your grand opening marketing expenditures will
~~Inspection Fee~~Liquidated Damages (7)	~~Our costs and expenses in conducting any subsequent pre-opening Restaurant inspection We estimate that~~	Upon demand	~~We will inspect your Restaurant prior to opening If your Restaurant does not pass initial inspection, you will be charged~~
Relocation	$5,000	Upon demand	If you decide to relocate your Restaurant for any reason subject to our consent

* These fees are found in both the Franchise Agreement and the Area Development Agreement

Notes

(1) You will pay all fees to us unless otherwise noted All fees are non-refundable unless otherwise noted All fees are uniformly imposed

~~(2) The amount of the Royalty Fee for any renewal term will be as provided in the franchise agreement executed for the renewal~~

(2) Your Royalty Fees are due each Friday based on Net Sales of the prior week beginning on Sunday and ending on Saturday If a state or local law applicable to your Restaurant prohibits or restricts in any way your ability to pay Royalty Fees, Local Marketing Fund Fees and Brand Fees or other amounts based on Net Sales derived from the sale of alcoholic beverages at the Restaurant, then the percentage rate for calculating such fees shall be increased, and the definition of Net Sales shall be changed to exclude sales of alcoholic beverages, so that the fees to be paid by you shall be equal to the amounts you would have had to pay if sales from alcoholic beverages were included in Net Sales. For example, if you generated $15,000 in Net Sales, of which $5,000 is from the sale of alcoholic beverages, then your weekly Royalty Fee is $750 (5% x $15,000) If you are not permitted by law to pay Royalty Fees on the sale of alcoholic beverages, then we must recalculate your royalty percentage so that you still pay the full Royalty Fee that you would pay us if this law did not exist. In the above example, we must deduct $5,000 from the Net Sales and raise your royalty percentage to 7 5% so that we may collect the same $750 Royalty Fee from you ($15,000 - $5,000 = $10,000 x 7 5% = $750)

You will comply with the procedures specified in the Manual or as otherwise communicated for any electronic funds transfer program and shall perform the acts and sign the documents, including authorization forms that we, your bank and our bank may require to accomplish payment by electronic funds transfer, including authorizations for us to initiate debit entries and/or credit correction entries to a designated checking or savings account for payments of Royalty Fees, Local Marketing Fund Fees and Brand Fees and other amounts, including interest payable to us In addition, you will pay all costs associated with utilizing an electronic funds transfer payment program. If you fail to timely report to us in accordance with the procedures set forth in the Franchise Agreement and in the Manual, in addition to any applicable late charge, we have the right, but not the obligation, to debit from your account an estimated amount equal to the fees due and payable to us during the most recent week for which the reports were received by us

(3) "Net Sales" means Gross Sales minus discounts Gross Sales means the total revenues and receipts from the sale of all products, services and merchandise sold in your Restaurant, whether under any of the Marks or otherwise, including any catering or delivery services, cover charges or fees in your Restaurant or on its premises, and all revenues derived from any type of authorized vending machines Gross Sales excludes sales taxes

(4) The Brand Fee is paid to us for deposit in a Brand Fund ~~(defined in Item 11)~~ The Local Marketing Fund Fee is also paid to us for deposit in a separate fund, the Local Marketing Fund On a monthly basis, we will reimburse you from the Local Marketing Fund for your approved local advertising, marketing and promotional expenditures, not to exceed the Local Marketing Fund Fees paid by you In order to be reimbursed, you must submit documentation substantiating your local advertising expenditures We have the right to contribute the Local Marketing Fund Fee to a local advertising cooperative if one is established in which event you will no longer be reimbursed for your local advertising expenditures

(5) We may designate a local advertising cooperative and require you to contribute to and participate in the cooperative If established, we will direct your Local Marketing Fund Fee to the cooperative Each Restaurant, including any company- or affiliate-owned Restaurants (except Special Sites) will be a member of the cooperative Each Restaurant will have one vote per Restaurant If the majority of the Restaurants in a local marketing cooperative are company- or affiliate-owned, we will have majority voting power

(6) Insurance includes all risk or all peril coverage, business interruption insurance, comprehensive general liability insurance, liquor liability coverage and other forms of insurance we require You pay insurance premiums and other insurance related payments directly to our required third party insurer You must deliver to us upon commencing construction of your Restaurant, and thereafter annually or at our request, a proper certificate evidencing the existence of the required insurance coverage

(7) Uniformity of products and services offered by all MidiCi Restaurants is of utmost importance to us, our franchisees and the System. If you offer to sell or do sell products or services which are not authorized or are not prepared in accordance with the Operations Manual, you agree we will be damaged by your non-compliance These damages will be calculated at the rate of $200 per day for each day unauthorized products or services are offered or sold and will be in addition to any other rights and remedies we may have against you. We have the right to collect these amounts in addition to any and all of our other rights for non-compliance provided for under the Franchise Agreement You agree that a precise calculation of the full extent of the damages that we will incur from the offer or sale of unauthorized products and services are difficult to determine and we and you desire certainty in this matter and agree that the damages provided here are reasonable, constitute liquidated damages and are not a penalty.

Item 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
STANDARD RESTAURANT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is
Initial Franchise Fee (1)	$46,000	Certified funds	At time of signing of Franchise Agreement	Us
Training Expenses (2)	~~$3,500–$6,000~~$5,000-	Check, cash, or credit card	As incurred	Various vendors
~~Type of Expenditure~~	~~Amount~~	~~Method of Payment~~	~~When Due~~	~~To Whom Payment Is to be Made~~
Development Services Fee ~~(3)~~	$3,950	As agreed to	At time of signing Franchise	Us
Rent and Security Deposit (~~4~~3)	~~$9,166–$27,498~~$ 8,250 -	As agreed to	As incurred	Landlord
Leasehold improvements	~~$225,000–$311,000~~	As agreed to	As incurred	Various providers
Tenant Allowance (5)	$(119,000) – $(234,000)	As agreed to	As incurred	From landlord to franchisee
Furniture, Fixtures, and Equipment (6)	~~$175,000–$190,000~~	As agreed to	As incurred	Various required suppliers
Computer (POS) System ~~(7)~~	~~$17,000~~$19,000-$20,000	As agreed	As incurred	Vendor
Signage ~~(8)~~	~~$8,000–$14,000~~$6,300-	As agreed to	As incurred	Vendor
Opening Inventory ~~(9)~~	$10,000-$11,000	As agreed to	As incurred	Designated and approved suppliers
Uniforms, Merchandise, Equipment and Sales	~~7,000~~$2,700-$3,100	Certified funds	As incurred	Us
~~Initial~~ Grand Opening Marketing~~(11)~~	$8,000	As agreed to	As incurred	Vendors
Utility Deposits, ~~Security Deposits,~~ Business Licenses and	~~$5,000–$11,000~~$6,500 $7,500	As agreed to	As incurred	Various govt entities, utility companies
~~Inspection Fee (13)~~	~~$0–$1,500~~	~~As agreed to~~	~~As incurred~~	~~Us~~
Additional Funds—3 Months (~~14~~8)	$95,000–$122,000	As agreed to	As incurred	Various vendors
Total (~~15~~9)	~~**$612,616–$774,948**~~			

ESTIMATED INITIAL INVESTMENT
MIDICI PLUS MODEL

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to be Made
Initial Franchise Fee (1)	$46,000	Certified funds	At time of signing of Franchise Agreement	Us

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to be Made
Training Expenses (2)	$5,000-$9,100	Check, cash, or credit card	As incurred	Various vendors
Development Services Fee	$3,950	As agreed to	At time of signing Franchise Agreement	Us
Rent and Security Deposit (3)	$8,250 – $15,136	As agreed to	As incurred	Landlord
Leasehold improvements (4)	$451,000-$566,000	As agreed to	As incurred	Various providers
Tenant Allowance (5)	$(119,000) - $(234,000)	As agreed to		From landlord to you
Furniture, Fixtures, and Equipment (6)	$284,000 - $287,000	As agreed to	As incurred	Various required suppliers
Computer (POS) System	$19,000-$20,000	As agreed	As incurred	Vendor
Signage	$6,300-$9,100	As agreed to	As incurred	Vendor
Opening Inventory	$10,000-$11,000	As agreed to	As incurred	Designated and approved suppliers
Uniforms, Merchandise, Equipment and Sales	$2,700-$3,100	Certified funds	As incurred	Us
Grand Opening Marketing	$8,000	As agreed to	As incurred	Vendors
Utility Deposits, Business Licenses and Liquor License, etc (7)	$6,500-$7,500	As agreed to	As incurred	Various govt entities, utility companies
Additional Funds—3 Months (8)	$95,000–$122,000	As agreed to	As incurred	Various vendors
Total (9)	**$826,700-$873,986**			

The charts above describes the estimated initial investment for a MidiCi Restaurant, whether it is a single unit or a Unit under an Area Development Agreement The initial investment for an Area Developer will include the Development Fee which is equal to the Initial Franchise Fee for each Restaurant you are planning to develop

Notes

*We do not offer direct or indirect financing to franchisees for any items Except where otherwise noted, all amounts that you pay to us are non-refundable Third party suppliers will decide if payments to them are refundable If you decide you want to offer a full liquor bar, you costs for leasehold improved, furniture fixtures and equipment and opening inventory will be increased by approximately $20,000

(1) Initial Franchise Fee The Initial Franchise Fee is $46,000 for an individual Restaurant franchise If you ~~sign a Multi Unit Agreement, the Initial Franchise Fee you will pay will depend on the number of Restaurants you~~ enter into an Area Development Agreement and agree to open ~~If you agree to open three~~ 2 Restaurants, your Initial Franchise Fee will be $~~36,000~~ 40,000 for each Restaurant and if you agree to open 3 Restaurants, your Initial Franchise Fee will be $34,000 for each Restaurant If you agree to open ~~five~~ 4 Restaurants, your Initial Franchise Fee will be $31,000 for each Restaurant, and if you agree to open 5 Restaurants, your Initial Franchise Fee will be $28,000 for each Restaurant ~~You must pay the total Initial Franchise Fees (also referred to as the Multi Unit Fee) for all of the Restaurants you agree to open under the Multi Unit Agreement at the time you sign the Multi Unit Agreement~~ The Development Fee is the total of the Initial Franchise Fees for each Restaurant you plan to open. When you sign the Franchise Agreement, the portion of the Development Fee attributable to that Restaurant will be credited against the Initial Franchise Fee for that Restaurant

(2) Training Expenses We will not charge you a fee for you and ~~one additional person~~ up to 4 designated managers to attend our initial training program You, however, are responsible for all hotel, transportation and other costs and expenses for the people you designate to attend our initial training program The amount in the table represents the estimated costs and expenses you will incur for you and one additional person to attend our initial training program ~~These amounts are not refundable~~ as typically franchisees only send 2 people

~~(3) Development Services Fee At the time you sign the Franchise Agreement you must pay us the Development Services Fee The Development Services Fee is earned upon receipt and is non-refundable~~

~~(4) Real Estate~~(3) Rental and Security Deposit A MidiCi Restaurant occupies about 3,000 to 4,600 square feet of space Rent depends on geographic location, size, local rental rates, businesses in the area, site profile, and other factors and could be considerably higher in large metropolitan areas than in more suburban or small town areas Restaurants can be located in strip shopping centers, shopping malls, free-standing units, and other venues in downtown commercial areas and in residential areas We anticipate that you will rent the Restaurant's premises It is possible, however, that you will choose to buy, rather than rent, real estate on which a building suitable for the Restaurant already is constructed or could be constructed In such event your costs will be significantly higher. This Item 7 chart assumes you will rent. The rental security deposit may be refundable depending on your agreement with your landlord This range represents 1 month's rent and 1 month's rent for the security deposit.

(~~5~~(4) Leasehold Improvements Leasehold improvement costs, including floor coverings, wall treatments, counters, ceilings, painting, window coverings, electrical, carpentry, and similar work, and architect's and contractor's fees depend on the site's condition, location, and size, the demand for the site among prospective lessees, the site's previous use, the build-out required to conform the site for your Restaurant, the cost of the architect, and any construction or other allowances the landlord grants The lower figure assumes that you have a unique real estate model, the higher figure assumes a high square footage model

~~These monies are not refundable after they have been expended The estimates included in the table above reflect the average deduction provided by landlords for tenant improvements and other allowances~~

(5) Tenant Allowance The tenant allowance reflects fund the franchisee is offsetting against the leasehold improvements. The amount of the tenant allowance is negotiated between you and the landlord and is contained in the lease The Tenant Allowance range does not include any free rent, actual work or upgrades the landlord is doing to the entire building The range reflects the amounts which typically can be negotiated with the landlord However, there is no assurance that your landlord will give you this amount or any tenant

allowance

(6) Furniture , Fixtures and Equipment These amounts include the ~~ovens that you must purchase from our required supplier This amount also includes the cost for refrigerators, freezers and other equipment, such as~~ cost of all of kitchen equipment, office equipment ~~and~~ , furniture and a telephone system ~~These amounts are not refundable, but the machines may be sold~~, but do not include the Computer System

~~(7) Computer (POS) System You must purchase a Computer System that meets our specifications and requirements~~

~~(8) Signage This includes inside and outside signage The monies are usually not refundable after they have been expended~~

~~(9) Inventory This includes food and beverage products, paper products, cleaning supplies and printing uniforms, promotional material and other supplies Monies spent on these items are not refundable, but the unused items may be sold~~

~~(10) Uniforms, Merchandise, Equipment and Supplies You must purchase your uniforms, merchandise, and certain equipment and supplies from us~~

~~(11) Grand Opening Marketing This represents the monies to be included in initial marketing for the first three months of operation This includes funds to be used for your "Grand Opening Marketing Campaign" These monies are not refundable Amounts spent on your Grand Opening Marketing will count toward your first year s local advertising requirements~~

~~(12)~~ (7) Utility Deposits, Business Licenses and Liquor License, etc You must obtain business licenses as dictated by local regulations You will need to provide monies for deposits for utilities and ~~insurance~~liquor license ~~Insurance costs depend on policy limits, types of policies, nature and value of physical assets, gross revenue, number of employees, square footage, location, business contents, and other factors bearing on risk exposure The estimate contemplates insurance costs for three months These monies are not refundable Liquor license~~ Liquor licenses costs will generally range from $0 to $7,500 The cost will be zero if you either locate your Restaurant where there is already a liquor license ~~or if you choose not to sell alcohol~~ However, in isolated instances, you may have to pay an amount that is substantially higher for a liquor license You must check with the local licensing regulatory agency to determine the cost of your liquor license

~~(13) Inspection Fee We will inspect your Restaurant prior to opening If your Restaurant does not pass initial inspection you will be charged for all costs and expenses we incur in conducting any subsequent inspection, which amount will not exceed $1,500~~

~~(14~~(8) Additional Funds This item estimates your expenses during the initial period (first three months) of operation of your MidiCi Restaurant (other than the items identified separately in the table and the owners draw) This estimate includes payroll costs benefits, insurance, additional utility costs, inventory and supplies These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business Your costs will depend on factors such as how closely you follow our recommended methods and procedures, your management skill, experience, and business acumen, local economic conditions, the local market for your products and services, the prevailing wage rate, competition, and the sales level reached during the initial period of operation of your Restaurant This amount does not end your initial investment obligation

~~(15~~(9) Total We relied on our affiliate's experience in establishing a MidiCi Restaurant since 2015 to compile these estimates You should review these figures carefully with a business advisor before deciding to acquire the franchise You are cautioned to allow for inflation, discretionary expenditures, fluctuating interest rates and other costs of financing, and local market conditions, which can be highly variable and can result in substantial, rapid and unpredictable increases in costs You must bear any deviation or escalation in costs from the estimates in this Item 7 or estimates that we give during any phase of the development process Your financial condition and arrangements negotiated by and the business decisions made by you will also affect these costs There can therefore be no assurance that the experience of a particular franchisee will correspond with the information presented above.

We do not offer, either directly or indirectly, financing to you for any items. (See Item 10 of this document.) The availability of financing will depend upon various factors like the availability of financing generally, your credit worthiness, other security that you may have, and the requirements of lending institutions concerning the type of business to be operated by you.

~~ESTIMATED INITIAL INVESTMENT YOUR ESTIMATED INITIAL INVESTMENT (Multi Unit Agreement)~~

~~Type of Expenditure~~	~~Amount~~	~~Method of Payment~~	~~When Due~~	~~To Whom Payment Is to be Made~~
~~Estimated Initial Investment for First Restaurant (1)~~	~~$566,616-$728,948~~	~~As outlined in table above~~	~~As outlined in table above~~	~~As outlined in table above~~
~~Multi Unit Fee (2)~~	~~$108 000-$140,000~~	~~Certified funds~~	~~At time of signing of Multi Unit Agreement~~	~~Us~~
~~**Total (3)**~~	~~**$674,616-$868,948**~~			

~~(1) This amount reflects the total estimated initial investment needed to open your first Restaurant as outlined above in this Item 7, less the $28,000 to $46 000 Initial Franchise Fee If you sign a Multi Unit Agreement, you will pay us a Multi Unit Fee as described below~~

~~(2) The amount of the Multi Unit Fee will depend on whether you agree to open three Restaurants or five Restaurants You will pay the total Multi Unit Fee upon the signing of the Multi Unit Agreement The low estimate reflects payment of the total Multi Unit Fee for three Restaurants and the high estimate reflects payment of the total Multi Unit Fee for five Restaurants~~

~~(3) You should be aware that your initial investment for your second and subsequent Restaurants likely will be higher than the above estimates for your first Restaurant due to inflation and other economic factors that may vary over time~~

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In order to ensure a uniform image and uniform quality of products and services throughout the MidiCi System, you must maintain and comply with our quality and system standards Although you are not required to purchase or lease real estate from us, we will assist you in site selection and we must accept the location of your Restaurant You must execute our standard form of Lease Addendum in connection with any lease for the Restaurant location, a copy of which is attached to the Franchise Agreement as Schedule C and the Collateral Assignment of Lease in Schedule F to the Franchise Agreement You must construct and equip your Restaurant in accordance with our then current approved design, specifications and standards In addition, it is your responsibility to ensure that your building plans comply with the Americans with Disabilities Act and all other federal, state and local laws You also must use equipment (including hardware and software for your Computer System), signage, fixtures, furnishings, products, ingredients, supplies and advertising materials that meet our specifications and standards

Designated Sources

You must purchase certain equipment, products, merchandise and supplies only from us or our required suppliers as noted in this Item 8 From time to time we, an affiliate or a third party vendor or supplier may be the only approved supplier for certain products ~~For example, as of the date of this Disclosure Document you must purchase all trademarked retail items, products and supplies, including apparel and accessories, toys, bags and mugs, from us Additionally, you~~ You must purchase your uniforms and certain merchandise, supplies, equipment and other materials~~, including cabinets and gift bags~~ from us You will pay the then-current price in effect for all purchases you make from us, our affiliate or any third party vendor we designate

Approved Supplies and Suppliers

We provide you with a list of approved manufacturers, suppliers and distributors ("Approved Suppliers") and approved inventory products, fixtures, furniture, equipment, signs, stationery, supplies and other items or services necessary to operate the Restaurant ("Approved Supplies") The Approved Supplies list may specify a required manufacturer or supplier of a specific product or piece of equipment We reserve the right to designate a required source of supply for certain products and supplies, and we or an affiliate may be a required source For example, we currently require our franchisees to use the following source for a particular product, service or piece of equipment

Required Source	Required Item or Service
Us	Site Selection and Training
CSA	Architecture
~~MICROS~~ Oracle	Point of Sale System
FPN	Credit Cards and Loyalty Processing
CocaCola Refreshments	Beverage Program
FranConnect	Franchise Management Software
Gaspar Insurance	Insurance
~~Global Sign Systems~~	~~Outdoor Signage~~
Arrow Restaurant Supply	Restaurant Supply
Caffee Darte	Coffee Program

We anticipate expanding the above list of required sources for other products and services

You must purchase such products and services from required sources as designated by us from time to time

The lists also may include other specific products without reference to a particular manufacturer or supplier, or they may set forth the specifications and/or standards for other approved products For example, as noted below, you must obtain insurance that meets our standards and requirements We may revise the Approved Suppliers list and Approved Supplies list from time to time We give you the approved lists as we deem advisable We generally do not give these lists to approved suppliers We will set up your menu and provide contact information for your distributors and/or manufacturers of all products offered at the Restaurant

Except where we identify a sole single source, if you propose to use in the operation of your Restaurant any product, supply, material, furnishing or equipment which has not yet been approved by us as conforming to our specifications and quality and system standards and/or from a supplier not yet approved in writing by us, you must first notify us in writing and must submit to us, upon request, sufficient information, specifications, and samples so that we can determine whether the item or service complies with System standards or the supplier meets our supplier criteria We will provide you with written approval or disapproval within a reasonable time period (typically 30 days) You may not use any product, supply, material, furnishing or equipment that we have not approved

Supplier approval will depend on product quality, delivery frequency and reliability, service standards, financial capability, customer relations, concentration of purchases with limited suppliers to obtain better prices and service, and/or a supplier's willingness to pay us or our affiliates for the right to do business with our System We may inspect or re-inspect the facilities and products of any approved supplier and revoke our approval if the supplier fails to continue to meet our criteria and specifications As a condition of approval, you and/or any supplier must reimburse us for all costs and expenses incurred by us associated with any testing and evaluation, including travel and lodging expenses incurred where we deem it necessary to visit a supplier's facilities Nothing contained in this Disclosure Document or in the Franchise Agreement requires us to approve an inordinate number of suppliers of a given item or approve suppliers, which, in our reasonable judgment, would result in higher costs to our franchisees or prevent, in our sole judgment, our effective and economical supervision of suppliers No officer owns an interest in any other supplier

~~Because we supply the trademarked merchandise to our franchisees, some of our officers own an interest in one of our suppliers (the Franchisor) No officer owns an interest in any other supplier~~

You must carry insurance policies protecting you, us and our affiliates As of the date of this Disclosure Document you must obtain your insurance from Gaspar Insurance The insurance policy or policies shall be written in accordance with the standards and specifications (including minimum coverage amounts) outlined in writing by us from time to time, and, at a minimum, shall include the following (except as different coverages and policy limits may be specified for all franchisees from time to time in writing) (i) "special" causes of loss coverage forms (sometimes called "All Risk coverage" or "All Peril coverage") on the Restaurant, Restaurant improvements, furniture, fixtures, equipment, supplies and other property used in the operation of the Restaurant, for full repair and replacement value, except that an appropriate deductible clause is permitted, (ii) business interruption insurance covering a minimum of 12 months loss of income, including coverage for our Royalty Fees (for example, in the event of a fire or destruction of the premises, the insurance must cover your average Royalty Fee payments to us (determined based on the previous 12 month timeframe, or the total operating timeframe for the Restaurant, whichever is shorter) during the rebuilding process), (iii) comprehensive general liability insurance, including product liability insurance and contractual liability insurance, (iv) workers' compensation covering all of your employees, (v) liquor liability insurance, (vi) motor vehicle insurance, (vii) umbrella liability insurance which also includes employers liability, (viii) "Per Location" aggregate limits when multiple Restaurant locations are insured under one comprehensive general liability and umbrella liability policy(cies), (ix) MidiCi Group LLC named as an additional insured on all liability policies required by this subparagraph, (x) severability of interests or separation of insureds provisions must be included in the liability policies and all policies must be primary and non-contributing with any insurance policy carried by MidiCi Group LLC, and (xi) any other such insurance coverages or amounts as required by law or other agreement related to the Restaurant As of the date of this Disclosure Document, all liability policies (including general, liquor, motor vehicle, umbrella, etc) and Workers' Compensation coverage must have limits of at least $1,000,000 We may from time to time modify the required minimum limits (including an increase to the umbrella policy referenced in (vii) above) and require additional insurance coverages by providing written notice to you, as conditions require, to reflect changes in relevant circumstances, industry standards, experiences in the MidiCi System, standards of liability and higher damage awards The insurance coverages referenced above must commence as of the date you sign a lease or purchase agreement for the Authorized Location (as defined in Item 12)

You must deliver to us upon execution of the lease or purchase agreement for the Authorized Location, but before commencing construction of your Restaurant, and thereafter annually or at our request, a proper certificate evidencing the existence of the required insurance coverage and your compliance with the foregoing insurance requirements The insurance certificate must show our status as an additional insured (as noted in clause (ix) above) and provide that we will be given 30 days' prior written notice of any material change in or termination or cancellation of any policy If you do not procure and maintain the required insurance coverage (including any modifications referenced in the preceding sentence), we have the right, but not the obligation, to procure insurance coverage on your behalf and to charge the costs to you, together with a reasonable fee for the expenses we incur in doing so You must pay these amounts to us immediately upon written notice Although we require certain insurance coverage and have recommended other coverages, we do not guarantee that the required or recommended insurance will be adequate to fully protect your assets You should therefore consult with an insurance professional to determine what coverage, in addition to the minimum required coverage, may be needed for you and your Restaurant

We and our affiliates reserve the right to receive rebates or other consideration from suppliers in connection with your purchase of trademarked merchandise, goods, products and services as described in this Item 8, as well as in connection with any future purchases of any goods, products or services Most of these payments are calculated on an amount based on products sold We will retain and use such payments as we deem appropriate or as required by the vendor During our last fiscal year, we did not receive any rebates from any of our required or approved suppliers We also derive revenue from items we sell directly to you by charging you more than our cost As of the date of this Disclosure Document, neither we nor our affiliates have received any revenues from required purchases by MidiCi franchisees

We may negotiate prices for numerous products for the benefit of the System but not on behalf of individual franchisees Currently, there is no purchasing or distribution cooperative but we reserve the right to create a cooperative and require you to participate We may receive volume discounts for the System which we will pass through to our franchisees Beyond these discounts, we do not provide material benefits to you because of your use of approved suppliers

You can expect that items purchased or leased in accordance with our specifications will represent approximately 90% of total purchases you will make to begin operations of the business and 70% of the ongoing costs to operate the business We (and our affiliate) did not receive any revenues during our last fiscal year from required purchases or leases of products and services to MidiCi franchisees

Item 9

FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Agreement*	Item in Disclosure Document
(a) Site selection and acquisition/lease	~~Appendix B2 and 4 and~~ Sections 2A and 5A, ~~Multi-~~	Items 7 and 11
(b) Pre-opening purchases/leases	Sections 5A, 6B -6E and 9B	Items 5, 6, 7 and 8
(c) Site development and other pre-opening requirements	Sections 5A and 5B, ~~Multi-UnitAgreement~~ ADA Sections ~~2 and~~	Items 7, 8 and 11
(d) Initial and ongoing training	Sections 7B, 7C and 7E, ~~Multi Unit Agreement Section 6~~	Items 6 and 11
(e) Opening	Sections 2B and 5A, ~~Multi Unit Agreement Section 4 and Appendix B~~	Items 5 and 11
(f) Fees	Sections 9A-9J, ~~Multi UnitAgreement~~ ADA Section ~~3 and Appendix A~~IV	Items 5, 6 and 7
(g) Compliance with standards and policies/operations manual	Sections 6A – 6F, 6H, 6I, 6K - 6P, 7A and 7D, ~~Multi Unit Agreement~~	Items 6, 7, 8, 11, 14 and 16
(h) Trademarks and proprietary information	Sections 3A-3F and 6J, ~~Multi Unit Agreement Section 6B~~	Items 13 and 14
(i) Restrictions on products/services offered	Sections 2D-2E, 6A-6C, 6K and 8F	Items 6, 7, 8, 11 and 16
(j) Warranty and customer service requirements	Sections 2E and 6K	Items 6 and 11
~~**Obligation**~~	~~**Section in Agreement***~~	~~**Item in Disclosure Document**~~
(k) Territorial development and sales quotas	Sections 2B and 2D, ~~Multi-UnitAgreement~~ ADA Sections	Item 12
(l) Ongoing product/services purchases	Sections 6A-6C and 6E	Items 6, 7 and 8
(m) Maintenance appearance and remodeling requirements	Sections 5B-5F	Items 8 and 11
(n) Insurance	Section 10C	Items 6, 7 and 8
(o) Advertising	Sections 8A-8E and 9D	Items 6, 7 and 11
(p) Indemnification	Section 10B, ~~Multi Unit~~	Not Applicable
(q) Owner's participation/management/staffing	Sections 7A-7E	Items 11 and 15
(r) Records and reports	Sections 9G, 9J, 9K and 9L	Item 11

Obligation	Section in Agreement*	Item in Disclosure Document
(s) Inspections/audits	Sections 5A-5C, 6G and 9L	Items 6 and 11
(t) Transfer	Sections 11A-11G, ~~Multi-UnitAgreement~~ ADA Section ~~9~~I VI A	Items 6 and 17
(u) Renewal	Section 4B	Items 6 and 17
(v) Post-termination obligations	Sections 14A-14C, ~~Multi-UnitAgreement~~ ADA Sections ~~8A-~~	Item 17
(w) Non-competition covenants	Section 10D	Item 17
(x) Dispute resolution	~~and 10N10H 10I 10J~~ Sections 12A-12D ~~Multi-~~	Item 17
(y) Other	Not Applicable	Not Applicable

*Unless otherwise noted, Section references are to the Franchise Agreement

Item 10

FINANCING

Neither we nor any of our affiliates offer any direct or indirect financing We do not guarantee your notes, leases, or any obligation We are unable to estimate if you will be able to obtain financing from third parties and, if so, the terms and conditions of financing

Direct Connect Ventures, ~~LLC~~Franchise Group, A division of SingerLewak ("DCV") is a recommended service provider for franchisees that can assist and guide you with obtaining the necessary funding options for startup and expansion financing that include, and are not limited to, the standard Small Business Administration ("SBA") 7(a) loan program DCV may enable those who qualify with the opportunity to obtain financing in an expeditious and more predictable fashion We have not entered into any agreements with DCV in connection with any funding or financing programs that may be available to you We will not receive any compensation for placement of your debt and will not compensate the funding management company in some manner

We do not have any past or present practice, or intention, to sell, assign or discount any third party note, contract or other instrument that you may sign We do not guarantee any financing obligations on your behalf

We encourage that you seek financial funding management services from Direct Connect Ventures, ~~LLC, a California Limited Liability Company~~ Franchise Group A Division of SingerLewak whose mailing address is ~~468 Pennsfield Place~~21550 Oxnard St Suite 1000 Woodland Hills, ~~Suite 203, Thousand Oaks CA 91360,~~ California 91367 whose phone number is ~~805 449 2411 and whose website is www DirectConnectVentures com~~818.999.3924

Item 11

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

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

Pre-Opening Assistance

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Before you open the Restaurant, we will

1. Designate your Designated Territory. (Franchise Agreement - 2.A)

2. Designate your Trade Areas (as defined in Item 12) and Development Area. (ADA – Section 1.A.)

~~1~~3 Provide you with our site selection criteria and general building and design requirements for your Restaurant Provide you with site selection assistance and support (Franchise Agreement—Sections 5A and 5B)

~~2 Provide you with our Circle of Success Program (Franchise Agreement—Section 2A)~~

4. Object or not object to a site for your Restaurant. (Franchise Agreement – 2 A)

You select the site for the Restaurant with site selection guidelines we provide. We will assist you in connection with selecting and securing a site for your Restaurant, but it is your responsibility to find a site for your Restaurant We do not select your site However, upon your submission of all required information, we will notify you whether or not we have any objections to the site you proposed. You may not proceed to develop a Restaurant on the site unless we have provided you with our acceptance of the site. We generally will communicate to you our acceptance or rejection of a proposed site within 30 days of receiving the required information Further, we must approve your plans and specifications for the Restaurant prior to the time you commence construction Our identification or consent to a site does not constitute a guarantee, recommendation or assurance as to the success of the site or your Restaurant The site selection factors considered by us in deciding whether or not to object to the proposed site location may include the following (a) demographics, (b) traffic patterns, (c) parking and visibility, (d) business mix and competition, (e) ability to reflect image to be portrayed by MidiCi Restaurants, and (f) size, appearance and other physical characteristics of the site We may reject a site proposed by you in which case you will continue to look at alternative sites

5. Provide suggestions for layout and design of the Restaurant. (Franchise Agreement – 5.B)

We will make suggestions and requirements for the layout and design of your Restaurant. Any such suggestion will not include the requirements of any federal, state, or local law, code, or regulation, including those concerning the Americans with Disabilities Act or similar rules governing public accommodations for persons with disabilities, nor shall such suggestions include the requirements of, or be used for, construction drawings or other documentation necessary to obtain permits or authorization to build a specific restaurant. You will construct the Restaurant in accordance with specifications and plans prepared by you based upon our standards, subject to our right to consent. The cost of plans and specifications shall be borne by you. Our consent shall be limited to review of such plans to assess compliance with our design standards for MidiCi Restaurants, including such items as trade dress, presentation of trademarks, and the provision to the potential customer of certain products and services that are central to the functioning of the Restaurant.

6 Provide you with our Circle of Success Program. (Franchise Agreement – Section 2A.)

~~3~~7 Provide you with the Approved Supplies and Approved Suppliers lists ~~(Franchise~~ (Franchise Agreement—Section 6C)

We provide you with the names of approved suppliers and the written specification for most items We do not deliver or install any of these items.

~~4~~8 Loan you either a written copy or electronic copy of the Operations Manual, the current table of contents of which is in Exhibit ~~F~~E As of the date of this Disclosure Document, the Operations Manual contains 253 pages (Franchise Agreement—Section 6I)

~~5~~9 Provide the initial training program and opening assistance described below (Franchise Agreement—Sections 7B and 7C)

~~6~~10 Inspect your Restaurant before opening and provide a Certificate of Opening A Certificate of Opening may be obtained only after all local permits, certificates and codes have been met and a certificate of occupancy has been granted ~~If you do not pass your initial inspection, you will be charged for all costs and expenses incurred by us in sending an inspector to re inspect your Restaurant We estimate that this amount will not exceed $1,500 00~~ (Franchise Agreement – Sections 2B and 5A)

Post-Opening Assistance

During your operation of the Restaurant, we will

1 Maintain and administer the Brand Fund (Franchise Agreement—Section 8A)

2 Provide updates to the Approved Supplies and Approved Suppliers lists (Franchise Agreement—Section 6C)

3 ~~Make periodic visits to your Restaurant as we reasonably determine necessary to provide consultation and guidance We will advise you of any problems arising out of the operation of your Restaurant as disclosed by the report or by our inspection~~ Provide additional assistance as we deem appropriate for a reasonable fee (Franchise Agreement—Section 6G)

4 Periodically offer refresher training courses for a reasonable fee as we determine necessary and require you to attend (Franchise Agreement—Sections 7C and 7E)

~~Our Obligations Under the Multi Unit Agreement~~

~~A developer signs the initial Franchise Agreement in the Development Schedule at the time the Multi Unit Agreement is signed Our obligations under the Franchise Agreement apply to a developer Each time a developer signs another Franchise Agreement, our obligations are activated for the new Restaurant established We do not have any separate obligations under the Multi Unit Agreement~~

Time of Opening

~~After you sign the Franchise Agreement, but before you begin the site selection process, you must satisfactorily complete our Circle of Success Program The Circle of Success Program consists of eight separate recorded webinar sessions lasting approximately one hour each It will take approximately two weeks (eight hours total) to complete the Circle of Success Program~~

The typical length of time between the signing of the Franchise Agreement and the opening of a

MidiCi Restaurant is ~~12 to 18 months. We estimate that it will take approximately six months after you sign a lease for your Restaurant before you open the Restaurant~~24-32 months You must sign a lease for an acceptable site within 24 months after the Franchise Agreement's Effective Date We may terminate the Franchise Agreement if you fail to sign a lease within the 24-month period~~. If you sign a Multi Unit Agreement you will have four years to open three Restaurants or five years to open five Restaurants (as applicable)~~ and/or fail to open 8 months later Generally, if you sign an Area Development Agreement, you will have 46 months from the Effective Date of the Franchise Agreement to open the 2nd Restaurants, 56 months to open the 3rd Restaurant, 64 months to open the 4th Restaurant and 72 months to open the 5th Restaurant. The Development Schedule in the Area Development Agreement will specify when the Franchise Agreement for each location must be signed and the Restaurant opened for business The specific timetable for opening depends on the site's condition, the Restaurant's construction schedule, the extent to which you must upgrade or remodel an existing location, the delivery schedule for equipment and supplies, the completion of training, and your compliance with local laws and regulations You may not open the Restaurant until (1) we inspect your Restaurant and provide you with a Certificate of Opening, (2) you complete pre-opening training to our satisfaction, (3) you pay the initial franchise fee and other amounts then due to us, and (4) you give us certificates for all required insurance policies and present copies of required licenses

Advertising

~~As of the date of this Disclosure Document, you pay a Brand Fee of 2% of your Gross Sales to a brand fund (the "Brand Fund") established by us.~~

As of the date of this Disclosure Document, you pay a Brand Fee of 2% of your Net Sales to a brand fund (the 'Brand Fund') established by us. We administer the Brand Fund The Brand Fund is not a trust or escrow account, and we do not have any fiduciary obligations with respect to the Brand Fund If all of the Brand Fund Fees are not spent in the fiscal year in which they accrue, the remaining amounts are retained in the Brand Fund for use in the following years We may use the Brand Fund for various purposes, including, but not limited to (1) salaries, benefits and any other payments made to employees/team members or any other individual or entity providing services to the Fund, (2) broadcast or print advertising, (3) the creation, development and production of advertising and promotional materials (*i e* , print ads, radio, film and television commercials, videotapes, direct mail pieces, and other print advertising), (4) any marketing or related research and development, (5) advertising and marketing expenses, including product and food research and development, services provided by advertising agencies, public relations firms or other marketing, research or consulting firms or agencies, menu designs, customer incentive programs, sponsorships, marketing meetings and sales incentives, development of our website and intranet system, Internet access provider costs, subscriptions to industry newsletters or magazines, and administrative costs and salaries for marketing support personnel, and (6) costs and expenses incurred by us relating to any franchise convention we hold or sponsor Media coverage will initially be local or regional

We determine the use of the monies in the Brand Fund We are not required to spend any particular amount on marketing, advertising or promotion in the area in which your Restaurant is located We oversee the advertising program and use the Brand Fund to create marketing materials and conduct national, regional or local advertising as we determine appropriate We will contribute to the Brand Fund amounts equal to your required percentage for each similarly situated company-owned and affiliate-owned Restaurants in the same local marketing area, except those Restaurants located at "Special Sites From time to time we may contribute to the Brand Fund some amounts paid to us by outside suppliers in our sole discretion We will prepare an annual unaudited accounting of the Brand Fund and will make it available for your review upon your written request We have our own in-house marketing and advertising production capabilities, but also may use an outside national, regional, or local agency We may be reimbursed for administrative costs and overhead incurred in administering the Brand Fund We may use a portion of the advertising funds for the solicitation of franchise sales As of the date of this Disclosure Document, we have not collected or spent any marketing fees for either the Brand Fund or the Local Marketing Fund

In addition to the Brand Fund Fee, you pay a Local Marketing Fund Fee to us equal to the greater of 2% of ~~Gross~~ Net Sales or $20,000 per year On a monthly basis, we will reimburse you from the Local Marketing Fund for your approved local advertising, marketing and promotional expenditures, not to exceed the Local Marketing Fund Fees paid by you In order to be reimbursed, you must submit documentation substantiating your expenditures We have the right to contribute the Local Marketing Fund Fee to a local advertising cooperative if one is established in which event you will no longer be reimbursed for your local advertising expenditures You may only use your own marketing material if we have approved it before its use We will notify you of our approval within 30 days after the marketing material is submitted If we do not notify you of our approval within 30 days of the marketing material being submitted then the marketing material will be deemed rejected The Local Marketing Fund is not a trust or escrow account, and we do not have any fiduciary obligations with respect to the Local Marketing Fund We and our affiliates do not contribute to the Local Marketing Fund

You also must engage in certain grand opening marketing events and activities during the first month your Restaurant is open Specifically, you must spend at least $8,000 on a grand opening campaign which will include promotional elements, merchandise/giveaways, entertainment, decorations, ~~pizza and labor~~ (the "Grand Opening Marketing Campaign") Your grand opening marketing expenditures will count towards your first year's local advertising requirements

You must obtain our written approval of all promotional and marketing materials prior to their use You must submit all of your own advertising and sale promotion materials to us or our designated advertising agency for approval before use If you do not receive written disapproval within 20 days after we or they receive the materials, we will be deemed to have given approval You are responsible to ensure that all advertising and promotion materials used by you, whether created or consented to by us, comply with applicable laws, including state and local liquor laws You may not advertise or use in advertising or other form of promotion, the Marks without the appropriate copyright, trademark, and service mark symbols ("©", "®", "TM" or "SM") as we direct

Although we do not currently do so, we reserve the right to require advertising or marketing cooperatives to be formed, changed, dissolved or merged in our sole determination If established, your contributions to the Local Marketing Fund will be deposited with the advertising cooperative and we will no longer reimburse you for your local marketing expenditures

We have established a franchise advisory council composed of franchisees. Any franchisee is permitted to submit an application to be part of the council Applications are approved by our executive team The council is advisory only and does not have any decision making powers. We reserve the right to change or dissolve the council at any time.

~~As of the date of this Disclosure Document we do not have an advertising council~~

Computer System

You must obtain and use in your Restaurant the approved Point-Of-Sale cash register computer system ("POS System") You must record all sales on the POS System The POS System will generate reports on the sales and expenses of the Restaurant, and it currently costs approximately ~~$17,000~~$19,000 to $20,000 depending on whether your opening a Standard Restaurant or a MidiCi Plus You must obtain the POS System from our designated supplier, currently Micros You will be solely responsible for the acquisition, operation, maintenance, and upgrading of the POS System Neither we, nor any affiliate or third party, is obligated to provide ongoing maintenance, repairs, upgrades, or updates for the POS System We currently do not require that you purchase a maintenance, repair, upgrade, or update service contract for the POS System, but it is strongly suggested and we reserve the right to do so in the future The current annual cost of a service contract is about ~~$1,200~~ 2,400. ~~Our current POS System and other computer and IT requirements are identified in Exhibit E attached hereto~~

We reserve the right to change ~~the point-of-sale cash register system~~, modify, and add to the POS System and back-of-office computer system ~~at any time, but will not require you to replace these items more than three times during the initial term of the Franchise Agreement We reserve the right tochange the software each calendar year At such time as we designate the change or enhancement to the POS System, you may be required to make certain payments to us or our designated suppliers You will have 30 days to install and commence using the changed or enhanced POS System~~and any and all software at any time ("Computer System") You must acquire the right to use hardware, software, peripheral equipment and accessories, and arrange for installation, maintenance and support services of the initial, changed or enhanced ~~POS~~ Computer System all at your cost There are no contractual limitations on the frequency and cost of this obligation

~~The POS System we develop may include proprietary software You may be required to license the proprietary software from us an affiliate or a third party, and you also may be required to pay a software licensing or use fee in connection with your use of the proprietary software All right, title and interest in the software will remain with the licensor of the software~~

We may independently access the ~~POS~~ Computer System and retrieve, analyze, download and use all software, data and files used on the ~~POS~~ Computer System We may access the ~~POS~~ Computer System through our intranet, in your Restaurant or from other locations You must store all data and information that we designate and report data and information in the manner we specify, including through our intranet or other online communications You also must maintain a phone line and a separate modem dedicated for the sole use of allowing our computer system to interface and communicate with your ~~POS~~ Computer System and you may need to purchase software designated by us for this to occur You also must have your Restaurant connected to the Internet using a connection method we approve, currently DSL or Cable modem You must have a permanent Internet email account You understand that the data storage, phone line, modem, communication software, Internet access, Internet email account and all additional hardware and software needed to implement and maintain these services are at your cost

~~Site Selection~~

Training

~~You select the site for the Restaurant with site selection guidelines we provide We will assist you in connection with selecting and securing a site for your Restaurant, but it is your responsibility to find a site for your Restaurant We do not select your site However, upon your submission of all required information, we will notify you whether or not we have any objections to the site you proposed You may not proceed to develop a Restaurant on the site unless we have provided you with our acceptance of the site We generally will communicate to you our acceptance or rejection of a proposed site within 30 days of receiving the required information Further, we must approve your plans and specifications for the Restaurant prior to the time you commence construction Our identification or consent to a site does not constitute a guarantee, recommendation or assurance as to the success of the site or your Restaurant The site selection factors considered by us in deciding whether or not to object to the proposed site location may include the following (a) demographics, (b) traffic patterns, (c) parking and visibility,~~

~~(d) business mix and competition, (e) ability to reflect image to be portrayed by MidiCi Restaurants, and (f) size, appearance and other physical characteristics of the site We may reject a site proposed by you in which case you will continue to look at alternative sites~~

~~For Restaurants developed in the future under a Multi Unit Development Agreement, sites will be reviewed and accepted and territories will be granted under our then-current standards for sites and territories~~

~~You have up to 24 months to select a site and sign a lease If the site selection cannot be agreed upon within this timeframe, we reserve the right to terminate the Franchise Agreement~~

~~Training/Education~~

After you sign the Franchise Agreement, but before you begin the site selection process, you must satisfactorily complete our Circle of Success Program. The Circle of Success Program consists of eight separate recorded webinar sessions lasting approximately one hour each It will take approximately two weeks (eight hours total) to complete the Circle of Success Program

Before you open your Restaurant, we will train you (or your Operating Partner) and ~~one of your manager-level employees~~ up to 4 designated managers to operate a MidiCi Restaurant without charging you a fee We will provide approximately ~~12 to 48~~ 24 to 35 days of training (although the specific number of days depends on our assessment (in our sole discretion) of your experience and needs) at our training facility in Sherman Oaks, California, or another location we designate You must attend and complete the entire prescribed length of the training program The training program will be conducted ~~once per month~~approximately three times a year Additional people beyond the first two may attend initial training if you pay our then- current training charge for each additional person (we will determine the training charge, but in no event will this charge exceed $500 per person per day) You also must pay for all travel and living expenses that you and your employees incur and for your employees' wages and workers' compensation insurance while they attend our initial training program Training will occur after you sign the Franchise Agreement and while you are developing the Restaurant You and your attendees are required to attend a training orientation day within 90 days of signing the Franchise Agreement You and your attendees must complete the entire training program to our satisfaction before you may open your Restaurant If you or your attendees do not successfully graduate our training program you will have to attend the entire program again at your cost before the opening of your Restaurant

As of the date of this Disclosure Document, we provide the following training

TRAINING PROGRAMS

~~12~~ 24 Day Training Program

Subject	Hours of Classroom Training	Hours of on the Job Training	Location
Welcome	2	0	Sherman Oaks, California
Culture	~~8~~20	~~0~~2	Sherman Oaks, California
Guest Care	8	~~0~~8	Sherman Oaks, California

Subject	Hours of Classroom Training	Hours of on the Job Training	Location
Product Knowledge	~~12~~10	~~0~~4	Sherman Oaks, California
Restaurant Operations	~~12~~8	4	Sherman Oaks, California
Business	~~8~~16	0	Sherman Oaks, California
Marketing	8	~~0~~4	Sherman Oaks, California
Equipment Knowledge	4	4	Sherman Oaks, California
Restaurant Opening Programs	~~3~~8	~~0~~12	Sherman Oaks, California
In-Restaurant Experience	0	~~72~~140	Sherman Oaks, California
~~Final~~ Testing	~~2~~5	~~0~~5	Sherman Oaks, California
Total	**~~67~~89**	**~~80~~183**	

~~28~~ 35 Day Training Program

Subject	Hours of Classroom Training	Hours of on the Job Training	Location
Welcome	2	0	Sherman Oaks, California
Culture	~~10~~20	2	Sherman Oaks, California
Guest Care	8	~~0~~8	Sherman Oaks, California
Product Knowledge	20	~~0~~8	Sherman Oaks, California
Restaurant Operations	24	~~10~~8	Sherman Oaks, California
Business	~~8~~16	0	Sherman Oaks, California
Marketing	8	48	Sherman Oaks, California
Equipment Knowledge	4	4	Sherman Oaks, California
Restaurant Opening Programs	~~3~~8	~~0~~12	Sherman Oaks, California
In-Restaurant Experience	0	~~216~~210	Sherman Oaks, California
~~Final Testing~~	~~6~~	~~0~~	~~Sherman Oaks, California~~
~~Total~~	**~~93~~**	**~~236~~**	
~~Subject~~	**~~Hours of Classroom Training~~**	**~~Hours of on the Job Training~~**	**~~Location~~**
~~Welcome~~	~~2~~	~~0~~	~~Sherman Oaks, California~~
~~Culture~~	~~20~~	~~2~~	~~Sherman Oaks, California~~
~~Guest Care~~	~~8~~	~~0~~	~~Sherman Oaks, California~~
~~Product Knowledge~~	~~28~~	~~8~~	~~Sherman Oaks, California~~
~~Restaurant Operations~~	~~24~~	~~10~~	~~Sherman Oaks, California~~
~~Business~~Testing	~~16~~5	~~0~~10	Sherman Oaks, California
~~Marketing~~	~~16~~	~~8~~	~~Sherman Oaks, California~~
~~Equipment Knowledge~~	4	4	~~Sherman Oaks, California~~
~~Restaurant Opening Programs~~	~~8~~	~~0~~	~~Sherman Oaks, California~~
~~In-Restaurant Experience~~	~~0~~	~~396~~	~~Sherman Oaks, California~~
~~Final Testing~~	~~14~~	~~0~~	~~Sherman Oaks, California~~

Subject	Hours of Classroom Training	Hours of on the Job Training	Location
Total	~~140~~115	~~428~~270	

~~48 Day Training Program~~

Tom Regev, our ~~Vice President of~~ Chief Operations Officer, oversees all training Mr Regev has over ~~five~~ 10 years of experience in the food industry and has been with us since August 2014 Other staff members who are listed in Item 2 with one or more years of experience in the food industry may assist with training The Operations Manual will be used as the principal instructional material

You must obtain our prior written approval and pass our final inspection and opening training (as set forth below) before you may open your Restaurant Fourteen days after obtaining our approval to open your Restaurant, we will, at our cost, send ~~one of our representatives~~ 1 representative to your Restaurant, to conduct a final inspection ~~and assist, for up to 28 days (the exact amount of time determined in our sole discretion), with your Restaurant opening Successful completion of this Restaurant opening training phase will enable you to open your Restaurant~~ We also will provide you with on-site assistance at your Restaurant. Specifically, when your Restaurant is ready to open, we will, at our cost, send a minimum of 6 people to provide a minimum of 15 days to your Restaurant to provide opening assistance and support.

You and other previously trained and experienced employees must attend and satisfactorily complete various training courses that we periodically provide at the times and locations we designate In addition to attending these courses, you must attend an annual meeting of all franchisees at a location we designate We will not require attendance at the annual meeting for more than three days during any calendar year You are responsible for all related travel and living expenses and wages As of the date of this Disclosure Document, the location, duration, frequency and content of any additional training program we may require is unknown Generally, this additional training will be available on an "as needed" basis depending on new product and services introduction, and the availability of training locations We may require Restaurant managers to satisfactorily complete initial and ongoing training programs

We may charge you a fee for training managers (we will determine the training charge, but in no event will this charge exceed $500 per person per day) You are responsible for all related travel and living expenses and wages

Operations Manual

The Table of Contents of the Operations Manual, together with the number of pages in each Section of the Operations Manual and the total number of pages (253), is included in Exhibit F You must treat the Operations Manual, and other written materials created for or approved for use in the operation of the Restaurant, and the information contained in them, as confidential The Operations Manual will remain our sole property We may, from time to time, revise the contents of the Operations Manual and you must comply with each new or changed standard at your sole cost and expense You must not copy, duplicate, record, or otherwise reproduce these materials, in whole or in part, or otherwise make them available to any unauthorized person. The Manual must be returned to us upon termination or expiration of your Franchise Agreement You must ensure that the Manual is kept current at all times If there is any dispute as to the contents of the Manual, the terms of the master copy maintained by us, at our principal office, will be controlling

Item 12

TERRITORY

~~You will operate the Restaurant at a specific location that we first must approve (the "Authorized Location"). Except for Special Sites, we will not during the term of your franchise operate or grant others the right to operate a MidiCi Restaurant within a specified geographic area (the "Designated Territory"), except as generally described in this Item 12 and more fully stated in the Franchise Agreement. You do 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 will not locate another MidiCi Restaurant, whether operated by another franchisee, us or one of our affiliates, any closer than two miles from the main entrance of your Restaurant. The boundaries of your Designated Territory may depend upon any major topographical features which clearly define a contiguous area, like rivers, major freeways, etc.~~

~~During the term of your Franchise Agreement and provided you are in compliance with the terms and conditions of your Franchise Agreement, we will not (i) modify the Designated Territory, (ii) establish a company-owned or franchised MidiCi Restaurant inside the Designated Territory, or (iii) establish a company-owned or franchised restaurant inside the Designated Territory that offers the same products and services as your MidiCi Restaurant, except for any Merger/Acquisition Activity (as described and defined below).~~

~~You may operate the Restaurant only at the Authorized Location and may not relocate the premises without our approval. We will allow relocation if circumstances dictate that it is in your and our best interests.~~

~~We retain all rights that are not expressly granted to you under the Franchise Agreement. The license granted to you under the Franchise Agreement does not provide you with any right to: (i) sell products and Menu Items identified by the Marks at any location outside the Designated Territory, except for any catering or delivery services we permit, (ii) sell products or Menu Items through alternative channels or methods of distribution, including the Internet (or any other existing or future form of electronic commerce), (iii) sell products and Menu Items identified by the Marks to any person or entity for resale or further distribution, except as we may designate in writing, or (iv) exclude, control or impose conditions on our development of future franchised, company- or affiliate-owned Restaurants at any time or at any location regardless of the proximity to your Designated Territory.~~

~~Further, we may, among other things, on any terms and conditions we deem advisable, without paying compensation to any franchisee, and without granting you any rights therein:~~

~~(i) establish and/or license others to establish franchised or company-owned Restaurants at any location outside your Designated Territory regardless of the proximity of such Restaurants to your Designated Territory;~~

~~(ii) merge with, acquire or become associated with ("Merger/Acquisition Activity") any businesses or restaurants of any kind under other systems and/or other marks, which businesses and restaurants may convert to or operate under the Marks~~

~~and may offer or sell menu items products and services that are the same as or similar to the Menu Items offered at or from the Restaurant, and which restaurants may be located anywhere inside or outside of your Designated Territory, and~~

~~(iii) offer, sell and distribute for ourselves and/or license others to offer, sell and distribute through franchised businesses or any other method of distribution, both inside and outside your Designated Territory menu items the same as or different from the Menu Items offered under the System, and which are offered and distributed under the Marks or marks different than the Marks through any distribution channels or methods (other than the~~

~~Restaurants) Such distribution channels or methods include, without limitation grocery stores, club stores, convenience stores, wholesale, business or industry locations (e g manufacturing site, office building) military installations, military commissaries or the Internet (or any other existing or future form of electronic commerce)~~

You will operate the Restaurant at a specific location that we first must approve (the "Authorized Location") We will grant you a designated territory which will be described in Schedule A of the Franchise Agreement ("Designated Territory"). Typically the Designated Territory will be a 2 mile radius around the Restaurant The following locations are ~~also~~ excluded from your Designated Territory and we have the right to develop or franchise Restaurants at these locations (whether within or outside your Designated Territory) (1) military bases, (2) public transportation facilities, (3) sports facilities, including race tracks, (4) student unions or other similar buildings on college or university campuses, (5) amusement and theme parks, and (6) special events (collectively "Special Sites") The boundaries of your Designated Territory may depend upon any major topographical features which clearly define a contiguous area, like rivers, major freeways, etc.

During the term of your Franchise Agreement and provided you are in compliance with the terms and conditions of your Franchise Agreement, we will not (i) modify the Designated Territory, or ii) establish a company-owned or franchised MidiCi Restaurant inside the Designated Territory.

You may operate the Restaurant only at the Authorized Location and may not relocate the premises without our approval. If you need to relocate you must obtain our prior consent and provide us with all of the information we request You will need to pay us a Relocation Fee of $5,000 in order to cover our costs and expenses related to your relocation. Your relocation will be at your sole cost and expense.

You must not offer catering and delivery services unless we authorize you in writing Continuation of your franchise rights and Designated Territory do not depend on the achievement of a certain sales volume, market penetration or other contingency You do not receive the right to acquire additional franchises unless you sign another franchise agreement with us We do not place any restrictions on the customers you may solicit You do not, however, have the right to use other channels of distribution to make sales

~~Multi Unit Agreement~~

~~The rights described above regarding what we and our affiliates can do for a single Restaurant are generally the same if you sign a Multi Unit Agreement In addition, we may terminate the Multi Unit Agreement if you (i) fail to exercise options to enter into Franchise Agreements with us within any period prescribed in the Development Schedule, (ii) fail to~~

~~comply with any other terms and conditions of the Multi Unit Agreement, (iii) make or attempt to make a transfer or assignment in violation of the Multi Unit Agreement or (iv) fail to comply with the terms and conditions of any individual Franchise Agreement or of any other agreement to which you and we or our affiliates are parties We will determine the acceptability of future sites and the Designated Territory for future sites under our then-current standards for sites and territories~~

Except as limited above, we and our affiliates retain all rights with respect to MidiCi Restaurants, the Trademarks, the sale of similar or dissimilar products and services and any other activities we deem appropriate whenever and wherever we desire, including (1) the right to own or operate, or license others to own or operate MidiCi Restaurants immediately adjacent to your Designated Territory or anywhere outside of your Designated Territory, (2) the right to operate or license others to operate MidiCi Restaurants within Special Sites inside and outside of your Designated Territory, (3) the right to operate or license others to operate similar businesses or any other businesses and services under trademarks or service marks other than the Trademarks in any location, both inside or outside of your Designated Territory, (3) the right to operate or license others to operate businesses that are not similar to a MidiCi Restaurant under the Trademarks in any location, both inside or outside of your Designated Territory, (4) the sole right to offer any products or services (including the products and services you offer at your MidiCi Restaurant(s)) through other channels of distribution such as grocery stores, the Internet, print catalogues, direct marketing media and any other non-restaurant outlets (grocery stores and warehouse clubs) both inside and outside of your Designated Territory, and we may promote products bearing the Trademarks at special events, athletic contests, etc , through temporary locations and mobile units, and (5) the right to purchase, be purchased, merge, acquire, be acquired or affiliate with a competitor or any other business regardless of the location of the competitor or business, and to operate, franchise or license these businesses as MidiCi Restaurants under the System or Trademarks or under other proprietary marks, regardless of the location of these businesses, whether such businesses are in your Designated Territory or outside your Designated Territory. We are not required to pay you if we exercise any of the rights specified above inside your Designated Territory.

Although we and our affiliates have the right to do so, neither we nor our affiliates have owned, operated or franchised, and have no plans to own, operate or franchise, other businesses selling similar products or services under trademarks or service marks other than the Trademarks.

Development Agreement

According to the terms and conditions in the ADA, we grant to you the right to establish and operate franchised units of MidiCi Restaurants (each referred to as a "Unit" and collectively referred to as the "Units") in the area, which we refer to as the "Development Area" described in Attachment A of the ADA. Your Development Area will contain the number of "Trade Areas" which roughly corresponds to the number of Units you plan to open under the ADA Each Trade Area is an area in which you plan to locate 1 Unit or more Prior to opening within a Trade Area, you may swap one or more of your Trade Areas for other Trade Areas, if you obtain our prior written consent. Once you have opened a Unit within one of your Trade Areas, that Trade Area is no longer considered part of the Development Area

So long as you are not in default under the ADA or any other agreement with us or our Affiliates, neither we nor our Affiliates will operate or grant a franchise to any other person or entity to operate a MidiCi Restaurant within the Development Area excluding in any Special Sites. Notwithstanding any other term or condition of the ADA to the contrary, you may not develop a MidiCi Restaurant that is within the Designated Territory of another MidiCi Restaurant which is either open or has been approved for development without our written consent The boundaries of your Development Area shall not change as a result of political reorganization or changes.

Until the termination or expiration of the ADA, you retain your right of exclusivity as long as you comply with the Development Schedule If you fail to meet any of your obligations under the ADA, including compliance with the Development Schedule, or if you breach any Franchise Agreement executed by you or your affiliate with us, we may terminate the ADA along with your right to develop, open and operate new Units within the Development Area, but the termination of the ADA and the right to develop your Development Area will not terminate any rights granted under the Franchise Agreements then in effect between you and us in which you are in compliance. After the expiration or termination of the ADA, you will lose all rights you have within the Development Area including all Trade Areas and we may own, operate, franchise or license others to operate MidiCi Restaurants anywhere, without restriction, including in your Development Area, except for within any Designated Territories under your Franchise Agreement(s) which remain in effect.

Except as limited above, we and our affiliates retain all rights with respect to MidiCi Restaurants, the Trademarks, the sale of similar or dissimilar products and services and any other activities we deem appropriate whenever and wherever we desire, including (1) the right to own or operate, or license others to own or operate MidiCi Restaurants immediately adjacent to your Development Area or anywhere outside of your Development Area, (2) the right to operate or license others to operate MidiCi Restaurants within Special Sites inside and outside of your Development Area, (3) the right to operate or license others to operate similar businesses or any other businesses and services under trademarks or service marks other than the Trademarks in any location, both inside or outside of your Development Area, (3) the right to operate or license others to operate businesses that are not similar to a MidiCi Restaurant under the Trademarks in any location, both inside or outside of your Development Area, (4) the sole right to offer any products or services (including the products and services you offer at your MidiCi Restaurant(s)) through other channels of distribution such as grocery stores, the Internet, print catalogues, direct marketing media and any other non-restaurant outlets (grocery stores and warehouse clubs) both inside and outside of your Development Area, and we may promote products bearing the Trademarks at special events, athletic contests, etc., through temporary locations and mobile units, and (5) the right to purchase, be purchased, merge, acquire, be acquired or affiliate with a competitor or any other business regardless of the location of the competitor or business, and to operate, franchise or license these businesses as MidiCi Restaurants under the System or Trademarks or under other proprietary marks, regardless of the location of these businesses, whether such businesses are in your Development Area or outside your Development Area. We are not required to pay you if we exercise any of the rights specified above inside your Development Area

Mark	**Registration Number (Application Number)**	**Registration Date (Application Date)**
MIDICI	4,777,889	7/21/2015
	4,809,619	9/8/2015
MidiCi The Neapolitan Pizza Company		9/8/2015
MIDICI THE NEAPOLITAN PIZZA COMPANY	4,905,184	2/23/2016
PEOPLE ARE THE BEST THING THAT CAN	4,990,050	6/28/2016

WE BRING FRIENDS TOGETHER	4,933,931	4/5/2016
FAST FINE	(86/918,203)	(2/24/2016)

You have no options, rights of first refusal or similar rights to acquire additional franchises except as provide in the ADA You will not receive an exclusive territory You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands we control. Under the ADA, the continuation of the territorial protections that are listed above is dependent upon your compliance with the Development Schedule, as described above.

Item 13

TRADEMARKS

Under the Franchise Agreement, we grant you the non-exclusive right to use the ~~Marks~~ Trademarks in connection with the operation of your Restaurant The following ~~Marks~~ Trademarks have been registered upon the principle register of the United States Patent and Trademark Office

MidiCi

We claim common law trademark rights for all of the ~~Marks~~Trademarks We intend to file all required affidavits and renewals for the ~~Marks~~ Trademarks noted above

You must follow our rules when you use the ~~Marks~~Trademarks, including giving proper notices of trademark and service mark registration and obtaining fictitious or assumed name registrations required by law You may not use any ~~Mark~~ Trademark in your corporate or legal business name, with modifying words, terms, designs, or symbols (except for those we license to you), in selling any unauthorized services or products, or as part of any domain name, homepage, electronic address, or otherwise in connection with a Web site

Our affiliate, MidiCi LLC, has licensed us the right to use and sublicense the use of the MidiCi ~~Marks~~ Trademarks pursuant to the terms of a Trademark License Agreement dated October 1, 2014 The term of this License Agreement is for 20 years and after that it is renewed for an additional 20 year period unless either party gives notice of termination before the end of such extension The License Agreement can also be terminated for failure to maintain quality standards, breach of the License Agreement or bankruptcy

~~Schedule B to your Franchise Agreement identifies the Marks that you are licensed to use We have the right to change Schedule B from time to time~~ Your use of the ~~Marks~~ Trademarks and any goodwill is to our exclusive benefit, and you retain no rights in the ~~Marks~~Trademarks You also retain no rights in the ~~Marks~~ Trademarks upon expiration or termination of your Franchise Agreement You are not permitted to make any changes or substitutions of any kind in or to the use of the ~~Marks~~ Trademarks unless we direct so in writing We may change the System presently identified by the ~~Marks~~Trademarks, including by the adoption of new ~~Marks~~Trademarks, new Menu Items, new products, new equipment, or new techniques, and you must adopt the changes in the System as if they were part of the Franchise Agreement at the time of its execution If we notify you to discontinue or modify your use of any ~~Mark~~Trademark, you must comply with our direction within a reasonable time, at your expense We will have no liability or obligation as to your modification or discontinuance of any ~~Mark~~ Trademark pursuant to our direction, except that we will reimburse you for your out-of-pocket expenses, including letterhead, in an amount not to exceed $250

There are currently no material determinations of the U S Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court, or any pending infringement, opposition, or cancellation proceedings involving the principal ~~Marks~~Trademarks There is no pending material federal or state court litigation regarding our use or ownership rights in any trademark Except as described above in this Item 13, there are no currently effective agreements that significantly limit our rights to use or license the use of the ~~Marks~~ Trademarks

~~We will protect your right to use the Marks against claims of infringement or unfair competition arising out of your proper use of the Marks You must notify us of the use of, or claim of rights to, a trademark identical or confusingly similar to our Marks We have the right to determine whether or not we will take affirmative action when notified of these uses or claims and the right to exclusively control any litigation or proceedings You are required to assist us in the prosecution of such litigation or proceedings We will reimburse you for all actual damages (other than loss of income) and out-of-pocket expenses incurred by you in connection with any claim by any third party for infringement or unfair competition arising out of your authorized use of the Marks, however, our obligations to reimburse you will exist only if you have used the name or Mark that is the subject of the controversy in strict accordance with the provisions of this Agreement and our rules, regulations, procedures, requirements, and instructions, and have notified us of the challenge as stated above and have otherwise fully cooperated with us in the defense of any action~~

If any person or entity improperly uses or infringes the Trademarks or challenges your use or our use or ownership of the Trademarks, our affiliate and/or we will control all litigation and our affiliate and we have the right to determine whether suit will be instituted, prosecuted or settled, the terms of settlement and whether any other action will be taken You must promptly notify us of any such use or infringement of which you become aware or any challenge or claim arising out of your use of any Trademark You must take reasonable steps, without compensation, to assist us with any action we undertake. We and our affiliate will be responsible for our fees and expenses in connection with any such action, unless the challenge or claim results from your misuse of the Trademarks in violation of this Agreement, in which case you must reimburse us and our affiliate for our fees and expenses We know of no superior prior rights or infringing uses that could materially affect your use of the ~~Marks~~ Trademarks in the state where your franchise business will be located

Item 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

As of the date of this Disclosure Document, we do not own any rights in or to any patents, patent applications or copyrights that are material to the franchise We claim copyright protection for our Operations Manual and other publications and promotional materials, although we have not registered any of the materials with the U S Copyright Office These materials are considered proprietary and confidential and are considered our property and may be used by you only as provided in the Franchise Agreement, Operations Manual, and other communications that we provide to you We reserve the right to register any of our copyrighted materials at any time we deem appropriate

There currently are no effective determinations of the Copyright Office (Library of Congress), United States Patent & Trademark Office, Board of Patent Appeals & Interferences, or any court, or any pending infringement, opposition or cancellation proceedings or any pending material litigation involving any patents or copyrights

There are no agreements in effect that significantly limit our right to use or license the copyrighted materials We are not required by any agreement to protect or defend any patent or copyright

We know of no superior prior rights or infringing uses that could materially affect your use of the copyrights in the state where your franchise business will be located

Our Operations Manual and other materials contain our confidential information (some of which constitutes trade secrets under applicable law) This information includes site selection criteria, recipes, training and operations materials, methods, formats, specifications, standards, systems, procedures, food preparation techniques, sales and marketing techniques, knowledge, and experience used in developing and operating MidiCi Restaurants, marketing and advertising programs for MidiCi Restaurants, any computer software or similar technology that is proprietary to us or the System, knowledge of specifications for and suppliers of Approved Supplies and other products and supplies, knowledge of the operating results and financial performance of MidiCi Restaurants other than your Restaurant, and graphic designs and related intellectual property

All ideas, concepts, techniques, or materials concerning a MidiCi Restaurant, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us To the extent any item does not qualify as a "work made-for-hire" for us, you assign ownership of that item, and all related rights to that item, to us and must take whatever action (including signing assignment or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item

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

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

The day-to-day operations of your MidiCi Restaurant must be managed at all times by you (or your Operating Partner, as defined below) ~~or an "General Manager" who has~~ and at least 1 managers who have satisfactorily completed our training program Your ~~General Manager~~ managers need not have an equity interest in the business ~~but~~. However all supervisory employees must agree in writing to preserve confidential information to which they have access and not to compete with you, us, and other franchisees We may regulate the form of agreement that you use and be a third-party beneficiary of that agreement with independent enforcement rights ~~Certain other employees may also be required to enter into an agreement not to compete against MidiCi restaurants in similar businesses or other systems while employed by you, and for 12 months after employment, and an agreement not to reveal confidential information obtained during the course of their employment with you~~ You are required to inform us immediately of a change of the Operating Partner or General Manager of your business operation Any new manager must satisfactorily complete our training program at your sole cost and expense

~~General Manager of your business operation~~

~~You must attend any annual meeting, convention or conference of franchisees and all meetings related to new products or product preparation procedures, new operational procedures or~~

~~programs, training, management, sales or sales promotion or similar topics that we offer, at your own expense We do not anticipate requiring franchisees to attend meetings for more than~~

~~ten days during any calendar year You are responsible for all related travel and living expenses associated with attending any such meetings conventions or conferences As of the date of this Disclosure Document, the location, duration, frequency and content of any additional meetings, conventions or conferences we require you to attend is unknown and will depend on the frequency with which new products or services are introduced to the System~~

~~If you are, or at any time during the term of the Franchise Agreement become, a business corporation partnership, limited liability company, or other legal entity you must designate an 'Operating Partner" Your Operating Partner must be an individual who (a) owns and controls not less than 5% of the equity and voting rights in the Franchisee entity, (b) has completed our initial training program, and (c) has the power and authority to bind you in all dealings with us~~ If you are a corporation, limited liability company, partnership or other legal entity, your owners must personally guarantee your obligations under the Franchise Agreement and agree to be bound personally by every contractual provision, whether containing monetary or non-monetary obligations, including the covenant not to compete This "~~Guaranty and Assumption of Obligations~~Personal Guarantee" is included with your Franchise Agreement

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

~~You must offer and sell all Menu Items and perform all services that we require for MidiCi Restaurants You may not offer or sell any products or perform any services that we have not authorized We have the unlimited right to change the required and/or authorized products and services you may offer~~

~~You may not offer for sale any Menu Items or other products through the Internet or other online programming or marketing You are not otherwise limited in the customers to whom you may sell products or services~~

We require you to offer and sell only those goods and services that we have approved We have the right to change the types of required and/or authorized products and services and you will be notified by a bulletin or Supplement to the Manual You are prohibited from offering or selling any products or services not authorized or approved by us and from using the premises for any other purpose than the operation of a MidiCi Restaurant in compliance with the Franchise Agreement In our discretion, we may approve or deny your request to eliminate some or add other menu items. We may, to the extent permitted by applicable law, set resale prices for the products or services you offer at the Restaurant. You will be required to add such equipment and make such alterations, at your expense, as may be necessary to equip the Restaurant for sale of such products as we may require. You may need to make an additional investment to do so.

We may require you, if permitted by applicable law, to participate in a gift card or other customer loyalty program in accordance with the provisions either set forth in the Operations Manual or otherwise disclosed to you. In order to participate, you may be required to purchase additional equipment and pay any fees applicable to the use of that equipment. If we establish a gift card or loyalty program, we have the right to determine how the amount of the gift cards or loyalty cards will be divided or otherwise accounted for, and we reserve the right to retain the amount of any unredeemed gift cards. Other than as described in this Item, we do not impose any restrictions or conditions that limit your access to customers

Item 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION~~THE FRANCHISE RELATIONSHIP~~

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

	Provision	Section in Agreement*	Sum mar y
a	Length of the term of the franchise	Section 4A	Term is 10 years
		Sections ~~2 and 4~~ 1 A and Appendix ~~B~~ A to the ~~Multi Unit Agreement~~ ADA	~~Term depends on the number of Restaurants to be developed under the Multi Unit Agreement as specifically set forth in Appendix B~~ The ADA term expires on the earlier of the day you sign the Franchise Agreement for the last Unit
	~~Provision~~	~~Section in Agreement*~~	~~Sum mar y~~
b	Renewal or extension of the term	Section 4B	Renewal for three additional term (s) of 10 years each No renewal rights under the ~~Multi Unit~~ Area Development Agreement
c	Requirements for you to renew or extend	Section 4B	You give us written notice of your decision to renew at least 6 months but not more than 12 months before the end of the expiring term, you sign our then current form of franchise agreement, you have complied with the modernization requirements for your Restaurant, you are not in default and have satisfied your ~~Restaurant you are not in default and have satisfied your~~ obligations on a timely basis, if leasing, you have written proof of your ability to remain in possession of the Restaurant premises throughout the renewal term, you comply with our training requirements, you pay us a renewal fee, and you sign a release If you seek to renew your franchise at the expiration of the initial term or any renewal term, you may be asked to sign a
d	Termination by you	Section 13C	~~You may terminate the Franchise Agreement only for a material breach by us, provided you give us written notice of~~
e	Termination by us without cause	Not Applicable	Not applicable

	Provision	Section in Agreement*	Summary
f	Termination by us with cause	Sections 13A and 13B ~~Unit AgreementMulti~~ Section ~~7B~~ VII A of the ADA	~~We can terminate the Franchise Agreement and Multi Unit~~ We can terminate the Franchise Agreement only if you default or fail to comply with your obligations and fail to cure the same within 30 days of notice of default (or 10 days for failures to pay amounts due or submit required reports) If you violate any health, safety or sanitation law ~~or any System standard regarding food handling, cleanliness health and sanitation,~~ or if the operation of your Restaurant presents a health or safety hazard, we may terminate immediately if you fail to cure the default within 24 hours of our notice
g	"Cause" defined - defaults which can be cured	Sections 13A and 13B Section ~~7B~~ VII.A of the ~~Unit AgreementMulti~~ ADA	You have 10 days to cure the non-submission of reports and non- payment of amounts ~~due and owing~~, and 30 days to cure ~~defaults~~ all other curable other than ~~for the failure to abide by our standards and requirements in connection with the operation of your business or failure to meet any requirements or specifications established by us, and any other~~
	~~Provision~~	~~Section in Agreement*~~	~~Summary~~
h	"Cause" defined – defaults which cannot be cured	Sections 2A, 5A, 5D, 9L, 13A, 13B and 15P Section ~~4A, 7B and 10O of the Multi Unit Agreement~~ VII.A ADA	Non-curable defaults include any material misrepresentation or omission in your application for a franchise, abandonment, loss of lease, the ~~failure to timely cure a default under the lease, the~~ loss of your right of possession or failure to relocate, closing of the Restaurant ~~the closing of the Restaurant by the authorities for health or public safety reasons~~, unauthorized use of confidential information, your insolvency, unapproved assignments or transfers, defaults that materially impair the goodwill associated with any of the Marks, criminal convictions, intentionally (or unintentionally in two or more occasions) understating or underreporting ~~Gross~~ Net Sales or other fees ~~multiple defaults or you employ or seek to employ directly or indirectly, any person who is at the time or was at any time during the prior 6 months employed in~~
i	Your obligations on termination/non-renewal	Section 14A-14C Sections ~~8A-F~~ VII.B of the ~~Multi Unit Agreement~~ ADA	Obligations include complete de-identification and payment of amounts due, assignment of lease and telephone numbers upon our demand, return of Operations Manual and confidential information, proprietary materials and related writings, and right to purchase assets of the Restaurant ~~assets of the Restaurant (also see (o) and (r) below)~~ You lose all remaining rights to develop Restaurants Other obligations include those obligations noted above if existing Franchise Agreements also are
j	Assignment of contract by us	Section 11G Section ~~9A~~ VI.B of the ~~MultiUnit~~	No restriction on our right to assign

	Provision	Section in Agreement*	Sum
k	"Transfer" by you – defined	Section 11A ~~Unit Agreement~~Multi Section ~~9B~~ VI.A of the	Includes any transfer of your interest in the Franchise Agreement, or ADA or in the business or any ownership change ~~listed in Section 11A of the Franchise Agreement and Section 9B of the Multi Unit Agreement~~ or the sale of
l	Our approval of transfer by you	Section 11B ~~Unit Agreement~~Multi Section ~~9B~~ VI A of the	We have the right to approve all transfers but will not unreasonably withhold approval
	~~Provision~~	~~Section in Agreement*~~	~~Sum mar y~~
m	Conditions for our approval of transfer	Sections 11B-11D ~~Unit Agreement~~Multi Section ~~9B~~ VI A of the ADA	Transferee meets all of our then-current requirements for new franchisees, transfer fee and any applicable training fee paid, all amounts owed by prior franchisee paid, required modernization is completed, training completed, transferee executes then current form of franchise agreement (modified to reflect that agreement relates to a transfer), required guarantees signed, necessary financial reports and other data on franchise business is prepared, release signed by you, full compliance of your obligations under all Franchise Agreements executed between you and us, and other conditions that we may reasonably require from time to time as part of our transfer policies ~~(also see (r) below)~~ ~~You cannot transfer rights under the Multi Unit Agreement unless you transfer all of your rights and interests under all Franchise Agreements.~~
n	Our right of first refusal to acquire your business	Section 11F	We can match any offer for your Restaurants assets and, in the case of a proposed stock sale, we can purchase your Restaurant assets at a price determined by an appraiser, unless you and we agree otherwise
o	Our option to purchase your business	Section 14B	Upon termination, we have the right (but not the obligation) to purchase or designate a third party that will purchase all or any portion of the assets of your Restaurant, including the land, building, equipment, fixtures, signs, furnishings, supplies, leasehold improvements, and inventory Qualified appraiser(s) will determine price as set forth in the Franchise Agreement
p	Your death or disability	Section 11E	You can transfer your franchise rights to your heir or successor in interest like any other transfer, provided the person satisfies our training requirements and other transfer conditions, but if assignee is your spouse or child, no transfer fee is required and we will not have the right of first refusal

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	Provision	Section in Agreement*	Sum mar
q	Non-competition covenants during the term of the franchise	Section 10D	Except as we otherwise agree to in writing, no direct or indirect involvement in the operation of any Competing Business (defined in (r) below) other than the one authorized in the Franchise Agreement
r	Non-competition covenants after the franchise is terminated or expires	Section 10D	No direct or indirect involvement in a Competing Business for ~~two~~2 years (i) at the premises of the former Restaurant (ii) within 25 miles of the former Restaurant or (iii) within 25 miles of any other business or Restaurant using the System A Competing Business for purposes of the non-compete covenant includes any business where 10% or more of its sales includes the sale of pizza
s	Modification of the Agreement	Section 15B Section ~~10C~~ IX J of the ~~Unit AgreementMulti~~	No modifications generally, but we have the right to change the Operations Manual, list of authorized ~~Marks~~ Trademarks and Menu Items
t	Integration/merger clause	Section 15B ~~Unit AgreementMulti~~ Section ~~10D~~ IX J of the ADA	Only the terms of the Franchise Agreement and ~~Multi-Unit~~Area Development Agreement (if applicable) are binding (subject to state law) Any representations or promises made outside the Franchise Agreement, the ~~Multi-Unit~~ Area Development Agreement or this Disclosure Document may not be enforceable
u	Dispute resolution by arbitration or mediation	Section 12 Section ~~10M~~ VIII of the ~~Multi-Unit~~ ~~Agreement~~ADA	Except for certain claims, all disputes must be mediated or arbitrated in the city closest to where our headquarters are located (currently, Los Angeles, California) (subject to state law)
	~~Provision~~	~~Section in Agreement*~~	~~Sum mar y~~
v	Choice of forum	Section 15I ~~Unit AgreementMulti~~ Section ~~10G~~ IX.E of the	Litigation must be in the applicable federal or state court where our headquarters are located (currently, California) (subject to state law)
w	Choice of law	Section 15H Section ~~10G-1~~ IX E of the ~~Multi-Unit~~	Except for claims under federal trademark law, and the parties' rights under the Federal Arbitration Act, the law of the state where the Franchisee's Restaurant is located will govern (subject to state law)

Item 18

PUBLIC FIGURES

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

Item 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document Financial performance information that differs from that included in Item 19 may be given only if (i) a franchisor provides the actual records of an existing outlet you are considering buying, or (ii) 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

This Item 19 contains certain historical data related to the operation of one company-owned MidiCi Restaurant located in Los Angeles County, California and operated by our affiliate, MidiCi LLC (the "Company Restaurant") The data included in this Item 19 reflects information for the ~~29-week~~ 52-week period from ~~June 13~~December 28, 2015 through ~~December 31~~January 1, ~~2015~~ 2017 (the "Measurement Period") This is the only outlet which was opened and operating throughout the entire Measurement Period

Section I – Company Restaurant Total ~~Gross~~ Net Sales during Measurement Period

The actual total ~~Gross~~ Net Sales for the Company Restaurant during the Measurement Period were $3,392,927 84

~~$1,562,691~~

Section II – Company Restaurant ~~Gross~~ Net Sales by Week

The below table sets forth the actual ~~Gross~~ Net Sales for the Company Restaurant during each week beginning on ~~June 15~~December 28, 2015 ~~and ending on~~ through January ~~3~~1, ~~2016~~ 2017

~~Week #~~	~~Week Start~~	~~Week End~~	~~Gross Sales per week~~
~~1~~	~~6/15/2015~~	~~6/21/2015~~	~~$ 51,423 57~~
~~2~~	~~6/22/2015~~	~~6/28/2015~~	~~$ 55,580 38~~
~~3~~	~~6/29/2015~~	~~7/5/2015~~	~~$ 51,814 07~~
4	~~7/6/2015~~	~~7/12/2015~~	~~$ 48,595 22~~
~~5~~	~~7/13/2015~~	~~7/19/2015~~	~~$ 49,841 99~~
~~6~~	~~7/20/2015~~	~~7/26/2015~~	~~$ 50,984 14~~
~~7~~	~~7/27/2015~~	~~8/2/2015~~	~~$ 53,470 46~~
~~8~~	~~8/3/2015~~	~~8/9/2015~~	~~$ 54,845 57~~
~~9~~	~~8/10/2015~~	~~8/16/2015~~	~~$ 52,996 88~~
~~10~~	~~8/17/2015~~	~~8/23/2015~~	~~$ 61,628 87~~
~~11~~	~~8/24/2015~~	~~8/30/2015~~	~~$ 56,283 21~~
~~12~~	~~8/31/2015~~	~~9/6/2015~~	~~$ 57,149 26~~
~~13~~	~~9/7/2015~~	~~9/13/2015~~	~~$ 55,195 05~~
~~14~~	~~9/14/2015~~	~~9/20/2015~~	~~$ 59,975 25~~
~~15~~	~~9/21/2015~~	~~9/27/2015~~	~~$ 55,248 00~~
~~16~~	~~9/28/2015~~	~~10/4/2015~~	~~$ 52,804 00~~
~~17~~	~~10/5/2015~~	~~10/11/2015~~	~~$ 57 321 25~~
~~18~~	~~10/12/2015~~	~~10/18/2015~~	~~$ 58,975 75~~
~~19~~	~~10/19/2015~~	~~10/25/2015~~	~~$ 58,220 75~~
~~20~~	~~10/26/2015~~	~~11/1/2015~~	~~$ 53,940 75~~
~~21~~	~~11/2/2015~~	~~11/8/2015~~	~~$ 53 861 70~~

~~22~~	~~11/9/2015~~	~~11/15/2015~~	~~$ 58,825 80~~
~~23~~	~~11/16/2015~~	~~11/22/2015~~	~~$ 54 109 90~~
~~24~~	~~11/23/2015~~	~~11/29/2015~~	~~$ 48,938 90~~
~~25~~	~~11/30/2015~~	~~12/6/2015~~	~~$ 52 528 40~~
~~26~~	~~12/7/2015~~	~~12/13/2015~~	~~$ 51,131 20~~
~~27~~	~~12/14/2015~~	~~12/20/2015~~	~~$ 54,411 00~~
~~28~~	~~12/21/2015~~	~~12/27/2015~~	~~$ 46,460 50~~
~~29~~	~~12/28/2015~~	~~1/3/2016*~~	~~$58,561 50~~

Week #	Week Start	Net Sales
1	12/28/15	$ 54,751.89
2	01/04/16	$ 48,910 65
3	01/11/16	$ 51,896 24
4	01/18/16	$ 53,951 46
5	01/25/16	$ 52,585 25
6	02/01/16	$ 48,648.77
7	02/08/16	$ 60,365 50
8	02/15/16	$ 57,415 75
9	02/22/16	$ 55,857 50
10	02/29/16	$ 61,256 94
11	03/07/16	$ 60,689 80
12	03/14/16	$ 64,469.73
13	03/21/16	$ 65,318.46
14	03/28/16	$ 63,829 05
15	04/04/16	$ 67,769.25
16	04/11/16	$ 62,279 45
17	04/18/16	$ 60,855.11
18	04/25/16	$ 62,928.15
19	05/02/16	$ 66,056 75
20	05/09/16	$ 65,438 57
21	05/16/16	$ 70,850 25
22	05/23/16	$ 69,694.02
23	05/30/16	$ 70,560.26
24	06/06/16	$ 70,518.50
25	06/13/16	$ 66,382 65
26	06/20/16	$ 63,962.22
27	06/27/16	$ 68,395 91
28	07/04/16	$ 68,038 15
29	07/11/16	$ 70,674 20
30	07/18/16	$ 66,360 49
31	07/25/16	$ 72,131.12

32	08/01/16	$ 71,302 73
33	08/08/16	$ 73,406 97
34	08/15/16	$ 72,152.07
35	08/22/16	$ 73,427.25
36	08/29/16	$ 67,797 70
37	09/05/16	$ 70,935 85
38	09/12/16	$ 66,208 89
39	09/19/16	$ 62,211.25
40	09/26/16	$ 62,700.27
41	10/03/16	$ 61,286 91
42	10/10/16	$ 64,404.80
43	10/17/16	$ 66,000 27
44	10/24/16	$ 66,874 20
45	10/31/16	$ 64,675 18
46	11/07/16	$ 66,372 25
47	11/14/16	$ 62,545.75
48	11/21/16	$ 61,223.27
49	11/28/16	$ 63,147.72
50	12/05/16	$ 63,244.12
51	12/12/16	$ 67,571 32
52	12/19/16	$ 52,782 56
53	12/26/16	$ 69,658 72

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

Bases and Assumptions

~~*In order to provide Gross Sales information for a full week, the Measurement Period was extended solely for purposes of this Section II, to January 3, 2016~~

~~Section III Company Restaurant Gross Sales by Month~~

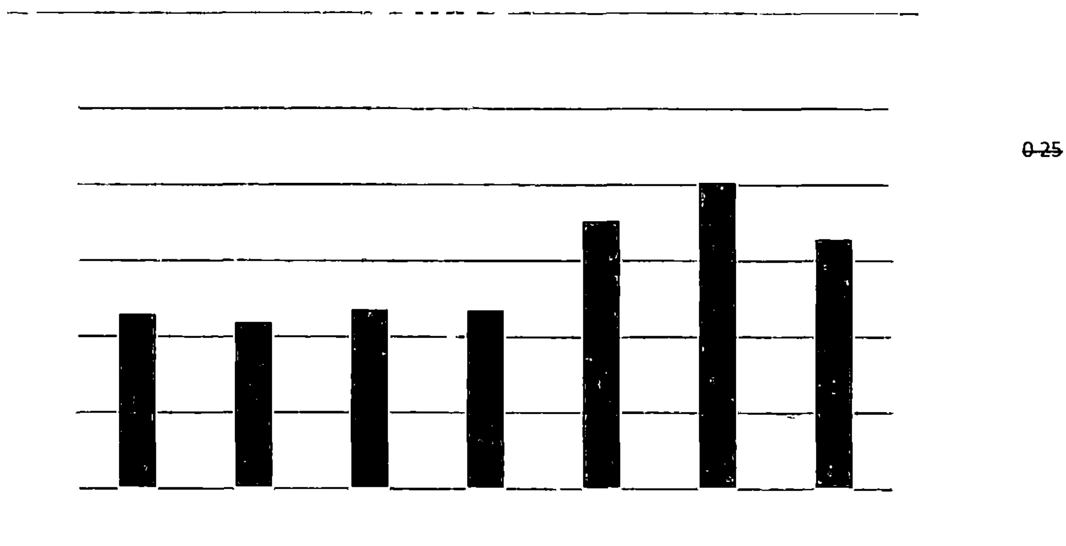
~~The below table sets forth the actual Gross Sales for the Company Restaurant during each calendar month during the Measurement Period~~

~~Month~~	~~Gross Sales per month~~
~~June~~	~~$ 137 340 38~~
~~July~~	~~$ 222 657 73~~
~~August~~	~~$ 251,004 92~~
~~September~~	~~$ 238,020 43~~
~~October~~	~~$ 256,287 50~~
~~November~~	~~$ 228,587 75~~

~~December~~	~~$ 230,156 15~~

~~Section IV - Company Restaurant Weekly Gross Sales Composition~~

~~The below chart sets forth the percentage that the Gross Sales for each day of the week represent, on average, of the total weekly Gross Sales of the Company Restaurant during the Measurement Period~~



27170104v8

~~Percentage of weekly Gross Sales~~

~~0 2~~

~~0 15~~

~~0 1~~

~~11 5%~~ ~~10 9%~~ ~~11 7%~~ ~~11 7%~~

~~17 6%~~
~~20 2%~~

~~16 4%~~

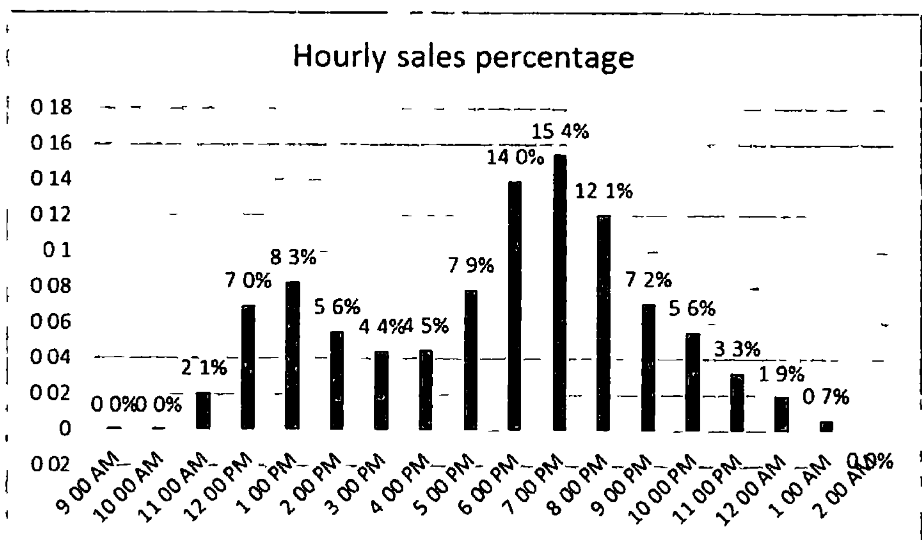
~~0 05~~

~~0~~

~~MON~~ ~~TUES~~ ~~WED~~ ~~THU~~ ~~FRI~~ ~~SAT~~ ~~SUN~~

~~Section V Company Restaurant Daily Gross Sales Composition~~

~~The below chart sets forth the percentage that the Gross Sales for each hour of the day represent, on average, of the total daily Gross Sales of the Company Restaurant during the Measurement Period~~



27170104v8

~~Section VI Company Restaurant Cost of Goods Sold by Menu Category during Measurement Period~~

~~The below list sets forth the Cost of Goods Sold ("COGS") percentage as a percentage of Gross Sales for each menu category at the Company Restaurant during the Measurement Period Cost of Goods Sold is defined as the actual out of pocket expense for the cost of the products used to prepare the products sold in each product category, including shipping The Cost of Goods Sold will vary among the menu categories, making the overall average percentage of Cost of Goods Sold for all products sold at any Restaurant dependent on the specific product mix at each Restaurant~~

- ~~Appetizers 28% COGS~~
- ~~Burrata (cheese) 38 9% COGS~~
- ~~Pizza 18% COGS~~
- ~~Salads 29 5% COGS~~
- ~~Desserts 43 6% COGS~~
- ~~Cold Drinks 16 6% COGS~~
- ~~Hot Drinks 36 4% COGS~~
- ~~Beer 22 8% COGS~~
- ~~Wine 25 6% COGS~~

~~This Section VI only sets forth COGS information for the principal product categories of the Company Restaurant and no other cost or expense information In the operation of your Restaurant, in addition to COGS, you will incur a number of other costs and expenses, including Royalty Fees (5% of Gross Sales), Brand Fees (2% of Gross Sales), Local Marketing Fund Fees (greater of 2% of Gross Sales or $20,000 per year), technology fees ($97 per month), rent expenses, inventory costs, cost of utilities, labor costs, insurance costs, interest on debt service, legal and accounting costs, depreciation/amortization and various other expenses~~

~~Section VII Company Restaurant Product Sales Composition during Measurement Period~~

~~The below table sets forth the percentage that each product category identified below represented of our total product sales to guests at the Company Restaurant during the Measurement Period~~

~~**Product Category**~~	~~**Percentage of Product Sales**~~
~~Appetizers (including Burrata)~~	~~7%~~
~~Pizza~~	~~54%~~
~~Salads~~	~~14%~~
~~Dessert~~	~~6%~~
~~Beverage~~	~~7%~~
~~Wine~~	~~7%~~
~~Beer~~	~~5%~~

~~Section VIII Average Guest Ticket~~

~~The table below sets forth the average dollar amount of a guest ticket at the Company Restaurant during the Measurement Period~~

~~Day of the Week~~	~~Check Average~~
~~Monday~~	~~$15 33~~
~~Tuesday~~	~~$15 68~~
~~Wednesday~~	~~$15 20~~
~~Thursday~~	~~$16 39~~
~~Friday~~	~~$17 72~~
~~Saturday~~	~~$17 96~~
~~Sunday~~	~~$17 74~~

~~The dollar amounts below show the average guest ticket at the Company Restaurant during the Measurement Period based on the time of the day~~

~~Before 4 30pm = $14 93~~

~~After 4 30pm = $17 59~~

~~Notes~~

~~1 As of December 31, 2015, we have no franchisees who have opened Restaurants~~

1 As of December 31, 2016, we have no franchisees which have opened Restaurants. The above historical data regarding ~~gross sales, gross sales composition, COGS composition or product sales composition~~ net sales reflect the operation of a single company-operated MidiCi Restaurant located in Los Angeles County, California and should not be considered as the actual or probable ~~gross sales, gross sales composition, COGS composition or product sales composition respectively,~~ net sales that you will realize In addition, these figures do not reflect whether you will have a net profit or loss There is no assurance you will earn as much

2 You are likely to achieve results that are different, possibly significantly and adversely, from the results shown above Many factors, including location, management capabilities, local market conditions, age of store, and other factors, are unique to each store and may significantly impact the financial performance of your store We do not make any promises or representations of any kind that you will achieve any particular results or level of sales or profitability or even achieve break-even results in any particular year of operation

3 You are responsible for developing your own business plan for your Restaurant, including capital budgets, financial statements, projections and other elements appropriate to your particular circumstances As part of your planning, you need to take into account the expenses you will incur As set forth in Section VI above, expenses that you may incur include, but are not limited to, royalty fees and marketing fees, technology fees, rent, inventory costs, utilities, labor costs, interest on debt service, insurance, legal and accounting charges, and depreciation/ amortization and various other expenses We encourage you to consult with your own accounting, business, and legal advisors to assist you to identify the expenses you likely will incur in connection with your Restaurant, to prepare your budgets, and to assess the likely or potential financial performance of your Restaurant

In developing the business plan for your Restaurant, you are cautioned to make necessary allowance for changes in financial results to income, expenses, or both, that may result from operation of your Restaurant during periods of, or in geographic areas suffering from, economic downturns, inflation, unemployment, or other negative economic influences

4 Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request

~~5~~ Other than the preceding financial performance representation, we do not make any financial performance representations We also do not authorize our employees or representatives to make any such representations either orally or in writing If you are purchasing an existing restaurant, however, we may provide you with the actual records of that restaurant 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 MJ Kwon at 17555 Ventura Boulevard, Suite 200, Encino, CA 91316, telephone 818-708-0316, the Federal Trade Commission, and the appropriate state regulatory agencies

Item 20

OUTLETS AND FRANCHISEE INFORMATION

Table No 1
Systemwide Outlet Summary
For Years 2014–2016

~~2013–2015~~Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	~~2013~~2014	0	0	0
	~~2014~~	~~0~~	~~0~~	~~0~~
	2015	0	0	0
	2016	0	0	0
Company-Owned	~~2013~~2014	0	0	0
	~~2014~~	~~0~~	~~0~~	~~0~~
	2015	0	1	+1
	2016	1	1	0
Total Outlets	~~2013~~2014	0	0	0
	~~2014~~	~~0~~	~~0~~	~~0~~
	2015	0	1	+1
	2016	1	1	0

*In 2017, 5 franchised MidiCi Restaurants have opened in Holland, MI, Columbia, MO, Kissimmee, FL, Fort Lauderdale, FL, El Paso, TX

Table No 2
Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor) For Years ~~2013-2015~~2014-2016

State	Year	Number of Transfers
All States	~~2013~~	0
	~~2014~~	~~0~~
	2015	0
	2016	0
TOTAL	~~2013~~	0
	~~2014~~	~~0~~
	2015	0
	2016	0

Table No 3
Status of Franchised Outlets For Years ~~2013-2015~~

2014-2016

State	Year	Outlet at Start of Year	Outlets Opened	Terminations	Non-Renewals	~~Reacquired by Franchisor~~ Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at the End of the Year
All States	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
~~All States~~Total	~~2013~~	0	0	0	0	0	0	0
	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	~~0~~0*
~~Total~~	~~2013~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2014~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2015~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~

*In 2017, 5 franchised MidiCi Restaurants have opened in Holland, MI, Columbia, MO, Kissimmee, FL, Fort Lauderdale, FL, El Paso, TX

Table No 4
Status of Company-Owned Outlets For Years ~~2013-2015~~2013-2016

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year

California	~~2013~~	0	~~0~~	0	0	0	~~0~~
	2014	0	0	0	0	0	0
	2015	~~0~~1	1	0	0	0	1
Total	~~2013~~	0	~~0~~	0	0	0	~~0~~
	2014	0	0	0	0	0	~~0~~
	2015	0	1	0	0	0	0

Table No 5
Projected Openings as of
December 31, ~~2015~~2016

State	Franchise Agreements Signed but Restaurants not	Projected Franchised New Restaurants in the Next	Projected Company-Owned Openings
Alabama	5	0	0
Arkansas	1	~~0~~	0
~~State~~	~~Franchise Agreements Signed but Restaurants not Opened~~	~~Projected Franchised New Restaurants in the Next Fiscal Year~~	~~Projected Company-Owned Openings in Next Fiscal Year*~~
Arizona	~~4~~14	~~2~~	0
California	~~65~~109	~~5~~	0
Colorado	~~3~~21	~~1~~	0
Connecticut	1	0	0
District of Columbia	1	0	0
Florida	~~36~~	~~3~~	0
Georgia	~~9~~11	~~2~~	0
Hawaii	1	0	0
Idaho	2	0	0
Illinois	~~5~~	0	0
Indiana	5	0	0
Kansas	1	0	0
Kentucky	2	0	0
Massachusetts	11	0	0
Maryland	~~4~~	1	0
Michigan	~~14~~	~~2~~	0
Minnesota	~~1~~	0	0
Missouri	~~10~~	2	0
North Carolina	~~11~~	~~0~~	0
New Hampshire	1	0	0
New Jersey	3	0	0
Nevada	~~3~~	0	0
New York	~~1~~	0	0
Ohio	~~5~~11	~~1~~	0
Oklahoma	2	1	0
Oregon	~~1~~	~~0~~	0
Pennsylvania	~~8~~25	2	0
Rhode Island	1	0	0
South Carolina	~~6~~	~~0~~	0
Tennessee	~~5~~	0	0
Texas	~~35~~	4	0

State	Franchise Agreements Signed but Restaurants not	Projected Franchised New Restaurants in the Next	Projected Company-Owned Openings
Utah	~~3~~	~~0~~	0
Virginia	~~10~~	1	0
Washington	~~10~~	~~1~~	0
Wisconsin	1	0	0
Total	~~253~~	~~27~~	0

~~As of December 31, 2015 we had no franchisees that had opened any MidiCi restaurants Included in this Disclosure Document as Exhibit I is a list of all of our non-operational franchisees and multi unit developers as of December 31, 2015~~

~~There have been no franchisees who have ceased to do business under the Franchise Agreement or had an outlet~~ Exhibit i lists the names, addresses and telephone numbers of all of our operating franchisees. Exhibit i also lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet transferred, terminated, canceled, not renewed or ~~who have~~ otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during our most recently completed fiscal year or who has not communicated with us~~,~~ within ~~the last ten~~ 10 weeks of the issuance date of this disclosure document If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system

During the last three fiscal years, we have signed confidentiality clauses with franchisees In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the MidiCi franchise system You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you We have not created, sponsored or endorsed any trademark-specific franchisee associations

Item 21

FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit B are ~~(i) our audited balance sheet as of December 31, 2014 and (ii)~~ audited financial statements ~~for our fiscal year ending December 31,~~ as of December 31, 2014, 2015 and 2016 Our fiscal year end is December 31

~~2015 (a balance sheet as of December 31, 2015 and related statement of operations changes in member equity and cash flows for the twelve-month period ending December 31, 2015) Our fiscal year end is December 31 The Franchisor has not been in business for three years or more and cannot include all the financial statements required by the FTC Rule for its last three fiscal years The December 31 2014 balance sheet is our opening balance sheet as there was no operational activity within the franchisor entity from its formation until December 31, 2014~~

Item 22

CONTRACTS

The following documents are attached as exhibits to this Disclosure Document

Exhibit C Franchise Agreement with Schedules
Exhibit D ~~Multi Unit~~ Area Development Agreement

~~Exhibit G — State Addenda~~

Exhibit H	Sample Release

Item 23

RECEIPTS

Attached to this Disclosure Document as Exhibit I is a detachable acknowledgment of receipt ~~Attached to this Disclosure Document as Exhibit J is a detachable acknowledgment of~~

Exhibit A

LIST OF AGENTS FOR SERVICE OF PROCESS & STATE ADMINISTRATORS

CALIFORNIA
California Commissioner of Business Oversight
Department of Business Oversight
State of California
320 West 4th Street, Suite 750
Los Angeles, California 90013-1105
Telephone 1-866-275-2677

HAWAII
Commissioner of Securities of the State of Hawaii
335 Merchant Street
Room 205
Honolulu, HI 96813

ILLINOIS
Attorney General State of Illinois
500 South Second Street
Springfield, Illinois 62706

INDIANA
Agent for Service of Process
Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204

State Administrator Securities
Commissioner Indiana
Securities Division
302 West Washington, Room E-111
Indianapolis, Indiana 46204

MARYLAND
Agent to Receive Process
Securities Commissioner
Division of Securities
200 St Paul Place
Baltimore, Maryland 21202-2020

State Authority
Office of the Attorney General
Securities Division
200 St Paul Place
Baltimore, Maryland 21202

MICHIGAN
Consumer Protection Division
Attn Franchise
G Mennen Williams Building, First Floor
525 West Ottawa Street
Lansing, MI 48933

MINNESOTA Commissioner of Commerce Minnesota Department of Commerce
85 7th Place East
Suite 500
St Paul, Minnesota 55101

NEW YORK
Administrators

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

Agents for Service of Process Attention

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

NORTH DAKOTA
North Dakota Securities Department
State Capital, 5th Floor
600 East Boulevard Avenue
Bismarck, North Dakota 58505
Telephone (701) 328-4712

RHODE ISLAND
Rhode Island Department of Business Regulation
Securities Section
John O Pastore Complex – Building 69-1
1511 Pontiac Avenue
Cranston, RI 02920

SOUTH DAKOTA
Department of Labor & Regulation
Division of Securities
124 S Euclid, Suite 104
Pierre, SD 57501

VIRGINIA
Agent to Receive Process
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

State Administrator
State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219

WASHINGTON
Director
Department of Financial Institutions
Securities Division
150 Israel Rd S W
Tumwater, WA 98501

WISCONSIN
Division of Securities
Department of Financial Institutions
201 W Washington Avenue, Suite 300
Madison, Wisconsin 53703

Exhibit B

FINANCIAL STATEMENTS

MIDICI GROUP, LLC

FINANCIAL STATEMENTS

DECEMBER 31, 2016

SHER | GELB
AN ACCOUNTANCY CORPORATION
CERTIFIED PUBLIC ACCOUNTANTS
MICHAEL SHER CPA BILLIE GELB CPA KEITH HEERDT CPA/ABV CVA JONATHAN SHER CPA
15060 VENTURA BLVD # 300 SHERMAN OAKS CALIFORNIA 91403 T (818) 783 6028 F (818) 783 1031
www shergelb com

INDEPENDENT AUDITOR S REPORT

To the Members
of Midici Group, LLC

We have audited the accompanying financial statements of Midici Group, LLC (a California limited liability company) which comprise the balance sheet as of December 31 2016 and the related statements of income and members equity, and cash flows for the year then ended and the related notes to the financial statements

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Midici Group, LLC as of December 31 2016 and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America

Sher Gelb

Sher | Gelb
An Accountancy Corporation
Sherman Oaks, CA

April 21 2017

Midici Group, LLC
BALANCE SHEET
December 31, 2016

ASSETS	
CURRENT ASSETS	
Cash & cash equivalents	$ 852,342
Accounts receivable	213,158
Inventory	14,473
Other current assets	14,000
TOTAL CURRENT ASSETS	1,093,973
FIXED ASSETS	
Property and equipment, net	5,904
OTHER ASSETS	
Deferred franchise costs	106,426
Interest income receivable	47,600
Note receivable-affiliate, non current	2,221,671
	$ 3,475,574
LIABILITIES AND MEMBERS' EQUITY	
CURRENT LIABILITIES	
Accounts payable	$ 122,297
Accrued expenses	257,850
Credit card payable	20,597
Payroll taxes payable	21,282
Sales tax payable	2,667
Income tax payable-state	800
Franchise deposits, current portion	392,474
TOTAL CURRENT LIABILITIES	817,967
OTHER LIABILITIES	
Franchise deposits, net of current portion	4,513,446
MEMBERS' EQUITY	(1,855,839)
	$ 3,475,574

Midici Group, LLC
STATEMENT OF INCOME AND MEMBERS' EQUITY
For the Year Ended December 31, 2016

INCOME	$ 8,096,437
COST OF SALES	15,072
GROSS PROFIT	8,081,365
EXPENSES (INCOME)	
Automobile expenses	17,115
Bank service charges	7,225
Communications	61,292
Culinary, research & development	95,317
Depreciation	656
Education	85,292
Employee benefits	16,786
Franchise development	6,232,207
General and administrative	24,902
Guaranteed payments	219,667
Human resources	12,147
Insurance	87,956
IT department	34,504
Legal	671,549
Marketing	643,738
Office supplies	25,719
Outside services	603,980
Parking	27,413
Payroll taxes	51,701
Postage	8,199
Printing & reproduction	14,767
Professional fees	58,320
Quality assurance	20,448
Real estate & development	601,693
Rent	63,541
Salaries & wages	625,146
Taxes	12,590
Telephone	7,480
Travel & entertainment	2,426
Write-offs	31,902
(Interest income)	(38,224)
Total Operating Expenses	10,327,454
Income (loss) before provision for income taxes	(2,246,089)

Midici Group, LLC
STATEMENT OF INCOME AND MEMBERS' EQUITY
(continued)
For the Year Ended December 31, 2016

Provision for income taxes	800
Net Income (loss)	(2,246,889)
Members' equity, beginning of year	391,050
Members' equity, end of year	$ (1,855,839)

Midici Group, LLC
STATEMENT OF CASH FLOWS
For the Year Ended December 31, 2016

CASH FLOWS FROM OPERATING ACTIVITIES	
Net Income (loss)	$ (2,246,889)
Adjustments to reconcile net income to net cash provided by operating activities	
Depreciation	656
(Increase) Decrease in	
Accounts receivable	(209,208)
Inventory	(14,473)
Other current assets	(14,000)
Deferred franchise costs	(81,343)
Interest income receivable	(38,224)
(Decrease) Increase in	
Accounts payable	114,097
Accrued expenses	257,850
Credit card payable	20,597
Payroll taxes payable	21,282
Sales tax payable	903
Income tax payable-state	800
Franchise deposits	2,164,480
NET CASH (USED) BY OPERATING ACTIVITIES	(23,472)
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of property and equipment	(6,560)
NET CASH (USED) BY INVESTING ACTIVITIES	(6,560)
CASH FLOWS FROM FINANCING ACTIVITIES	
Note receivable	(721,487)
NET CASH (USED) BY FINANCING ACTIVITIES	(721,487)
NET (DECREASE) IN CASH	(751,519)
CASH & CASH EQUIVALENTS, BEGINNING OF YEAR	1,603,861
CASH & CASH EQUIVALENTS, END OF YEAR	$ 852,342

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION

Cash paid during the year for

Interest	$ 0
Income taxes	$ 12,590

Midici Group, LLC
NOTES TO FINANCIAL STATEMENT
December 31, 2016

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of Midici Group, LLC (the "Company") is presented to assist in understanding the Company's financial statements The financial statements and notes are representations of the Company's management who is responsible for the integrity and objectivity of the financial statements These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements

Nature of Operations

Midici Group, LLC is a franchisor of casual dining restaurants of Neapolitan pizza The Company provides initial and ongoing support to its franchisees and recruits and trains qualified franchisees to develop and open locations based on the guidelines and criteria of the franchisor Midici Group, LLC's business practices and standards The Company was organized on August 29, 2014, in the State of California

Use of Estimates

Management uses estimates and assumptions in preparing the financial statements Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses Accordingly, actual results could differ from those estimates

Cash and Cash Equivalents
For purposes of the balance sheet and statement of cash flows, the Company considers all highly liquid investments which are readily convertible into known amounts of cash and have a maturity of three months or less when acquired to be cash equivalents At times cash and cash equivalent balances may be in excess of federally insured limits The Company has not experienced any losses in such accounts and believes it is not exposed to any significant risk relative to its cash accounts

Inventory

Inventory is stated at the lower of cost, using the average cost method, or net realizable value (market) Inventory consists of supplies, company specific apparel, and sundry items

Depreciation

The company's property and equipment are depreciated using primarily the straight-line method over the estimated useful lives of the assets of 5 to 7 years Leasehold improvements are amortized over 15 years Maintenance and repairs are charged to expense as incurred, major renewals and betterments are capitalized When items of property or equipment are sold or retired the related costs and accumulated depreciation are removed from the accounts and any gain or loss is included in income

Midici Group, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2016

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Income Taxes

The Company has elected to be taxed as a partnership As such, no federal tax liability has been provided for A provision for state franchise taxes has been provided based on the annual state tax and fees for limited liability companies

FASB ASC 740, Income Taxes (formerly Interpretation No 48 Accounting for Uncertainty in Income Taxes-an interpretation of FASB Statement 109 ("FIN 48")) clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements The FASB Accounting Standards Codification prescribes a comprehensive model for recognizing, measuring, presenting and disclosing in the financial statements tax positions taken or expected to be taken on a tax return The Company believes that it has appropriate support for any tax position taken, and as such, does not have any uncertain tax positions that would require recognition or disclosure at December 31, 2016 The company believes that there are no years that remain open and are subject to examination by jurisdiction prior to 2013 and 2012 for federal and state, respectively

Subsequent Events

Management has evaluated subsequent events through April 21, 2017, the date the financial statements were available to be issued

NOTE 2 - PROPERTY AND EQUIPMENT

Property and equipment at December 31, 2016 consists of the following

Computers & equipment	$	6,560
Less Accumulated depreciation		(656)
	$	5,904

NOTE 3 – RELATED PARTY TRANSACTIONS

As of December 31 2016, the Company has a note receivable from Midici, LLC in the amount of $2,221,671 This note receivable is unsecured, accrues interest at 2 5% per annum, and is due with a balloon payment of principal and interest in September 2025

NOTE 4 – FRANCHISE DEPOSITS/REVENUE RECOGNITION

FASB ASC 952, *Franchisors* (formerly Statement of Financial Accounting Standards No 45, Accounting for Franchise Fee Revenue) establishes specialized accounting and reporting standards for franchisors The standards require that franchise fee revenue from franchise sales be recognized only when material services have been substantially performed or satisfied by the franchisor Of the total income earned during 2016, the Company received $6,190,395 in franchise fees

NOTE 5 – FRANCHISE DEPOSITS/REVENUE RECOGNITION (continued)

Based on management's representation and guidance from FASB ASC 952, management determined that franchise fees should be recognized using the following method

Domestic and international franchise fees should be recognized over a five year term in the following percentages

Accounting Year	Percentage of franchise fee recognized
Year 1 (year fees received)	68 0%
Year 2	8 0%
Year 3	8 0%
Year 4	8 0%
Year 5	8 0%

At December 31, 2016, the amount of franchise deposits (deferred franchise revenue) was $4,905,920 Associated expenses of $106,426 relating to this deferred franchise fee revenue have also been included on the balance sheet and classified as deferred franchise costs

MIDICI GROUP, LLC

FINANCIAL STATEMENTS

DECEMBER 31, 2015

SHER | GELB
AN ACCOUNTANCY CORPORATION

CERTIFIED PUBLIC ACCOUNTANTS
MICHAEL SHER CPA BILLIE GELB CPA KEITH HEERDT CPA/ABV CVA JONATHAN SHER CPA

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INDEPENDENT AUDITOR S REPORT

To the Members
of Midici Group, LLC

We have audited the accompanying financial statements of Midici Group, LLC (a California limited liability company), which comprise the balance sheet as of December 31 2015 and the related statements of income and members equity and cash flows for the year then ended, and the related notes to the financial statements

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly in all material respects the financial position of Midici Group LLC as of December 31 2015 and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America

Sher Gelb

Sher | Gelb
An Accountancy Corporation
Sherman Oaks, CA

February 22 2016

Midici Group, LLC
BALANCE SHEET
December 31, 2015

ASSETS		
CURRENT ASSETS		
Cash & cash equivalents	$	1,603,861
Accounts receivable		3,950
TOTAL CURRENT ASSETS		1,607,811
OTHER ASSETS		
Deferred franchise costs		25,083
Interest income receivable		9,376
Notes receivable-non current		1,500,184
	$	3,142,454
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable	$	8,200
Sales tax payable		1,764
Franchise deposits, current portion		219,315
TOTAL CURRENT LIABILITIES		229,279
OTHER LIABILITIES		
Franchise deposits, net of current portion		2,522,125
MEMBERS' EQUITY		391,050
	$	3,142,454

See accompanying notes to financial statements

Midici Group, LLC
STATEMENT OF INCOME AND MEMBERS' EQUITY
For the Year Ended December 31, 2015

INCOME	$ 6,243,292
COST OF SALES	1,870
GROSS PROFIT	6,241,422
EXPENSES (INCOME)	
Automobile expenses	345
Bank service charges	4,614
Culinary, research & development	294,584
Franchise development	5,058,460
General and administrative	5,613
Guaranteed payments	275,544
Human resources	7,931
Insurance	7,066
IT department	10,848
Legal	30,882
Marketing	131,300
Office supplies	23,047
Parking	690
Postage	6,704
Printing & reproduction	3,629
Professional fees	69,446
Real estate & development	205,188
Taxes	800
Travel & entertainment	10,467
(Interest income)	(9,376)
Total Operating Expenses	6,137,782
Income before provision for income taxes	103,640
Provision for income taxes	12,590
Net Income	91,050
Members' equity, beginning of year	300,000
Members' equity, end of year	$ 391,050

See accompanying notes to financial statements

Midici Group, LLC
STATEMENT OF CASH FLOWS
For the Year Ended December 31, 2015

CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income	$	91,050
Adjustments to reconcile net income to net cash provided by operating activities		
(Increase) Decrease in		
Accounts receivable		(3,950)
Deferred franchise costs		(25,083)
Interest income receivable		(9,376)
(Decrease) Increase in		
Accounts payable		8,200
Sales tax payable		1,764
Franchise deposits		2,741,440
NET CASH PROVIDED BY OPERATING ACTIVITIES		2,804,045
CASH FLOWS FROM FINANCING ACTIVITIES		
Note receivable		(1,500,184)
NET CASH (USED) BY FINANCING ACTIVITIES		(1,500,184)
NET INCREASE IN CASH		1,303,861
CASH & CASH EQUIVALENTS, BEGINNING OF YEAR		300,000
CASH & CASH EQUIVALENTS, END OF YEAR	$	1,603,861

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION

Cash paid during the year for

Interest	$	0
Income taxes	$	13,390

See accompanying notes to financial statements

Midici Group, LLC
NOTES TO FINANCIAL STATEMENT
December 31, 2015

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of Midici Group LLC (the "Company") is presented to assist in understanding the Company's financial statements The financial statements and notes are representations of the Company's management who is responsible for the integrity and objectivity of the financial statements These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements

Nature of Operations

Midici Group LLC is a franchisor of casual dining restaurants of Neapolitan pizza The Company provides initial and ongoing support to its franchisees and recruits and trains qualified franchisees to develop and open locations based on the guidelines and criteria of the franchisor Midici Group, LLC's business practices and standards The Company was organized on August 29 2014, in the State of California

Use of Estimates

Management uses estimates and assumptions in preparing the financial statements Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses Accordingly actual results could differ from those estimates

Cash and Cash Equivalents
For purposes of the balance sheet and statement of cash flows, the Company considers all highly liquid investments which are readily convertible into known amounts of cash and have a maturity of three months or less when acquired to be cash equivalents At times, cash and cash equivalent balances may be in excess of federally insured limits The Company has not experienced any losses in such accounts and believes it is not exposed to any significant risk relative to its cash accounts

Depreciation

The company's property and equipment are depreciated using primarily the straight-line method over the estimated useful lives of the assets of 5 to 7 years Leasehold improvements are amortized over 15 years Maintenance and repairs are charged to expense as incurred, major renewals and betterments are capitalized When items of property or equipment are sold or retired, the related costs and accumulated depreciation are removed from the accounts and any gain or loss is included in income As of December 31, 2015, the Company did not have any depreciable assets

Midici Group, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2015

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Income Taxes

The Company has elected to be taxed as a partnership As such, no federal tax liability has been provided for A provision for state franchise taxes has been provided based on the annual state tax and fees for limited liability companies

FASB ASC 740, Income Taxes (formerly Interpretation No 48, Accounting for Uncertainty in Income Taxes-an interpretation of FASB Statement 109 ("FIN 48")) clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements The FASB Accounting Standards Codification prescribes a comprehensive model for recognizing, measuring, presenting and disclosing in the financial statements tax positions taken or expected to be taken on a tax return The Company believes that it has appropriate support for any tax position taken, and as such, does not have any uncertain tax positions that would require recognition or disclosure at December 31, 2015 The company believes that there are no years that remain open and are subject to examination by jurisdiction prior to 2012 and 2011 for federal and state, respectively

Subsequent Events

Management has evaluated subsequent events through February 22, 2016, the date the financial statements were available to be issued

NOTE 2 – RELATED PARTY TRANSACTIONS

As of December 31 2015, the Company has a note receivable from Midici, LLC in the amount of $1,500,184 This note receivable is unsecured, accrues interest at 2 5% per annum and is due with a balloon payment of principal and interest in September 2025

NOTE 3 – FRANCHISE DEPOSITS/REVENUE RECOGNITION

FASB ASC 952, *Franchisors* (formerly Statement of Financial Accounting Standards No 45 Accounting for Franchise Fee Revenue) establishes specialized accounting and reporting standards for franchisors The standards require that franchise fee revenue from franchise sales be recognized only when material services have been substantially performed or satisfied by the franchisor Of the total income earned during 2015 the Company received $5,825,560 in franchise fees and franchise rights

Midici Group, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2015

NOTE 3 – FRANCHISE DEPOSITS/REVENUE RECOGNITION (continued)

Based on management's representation and guidance from FASB ASC 952, management determined that franchise fees and rights should be recognized using the following method

Domestic and international franchise fees and rights should be recognized over a five year term in the following percentages

Accounting Year	Percentage of franchise fee recognized
Year 1 (year fees received)	68 0%
Year 2	8 0%
Year 3	8 0%
Year 4	8 0%
Year 5	8 0%

At December 31, 2015, the amount of franchise deposits (deferred franchise revenue) was $2,741,440 Associated expenses of $25,083 relating to this deferred franchise fee revenue have also been included on the balance sheet and classified as deferred franchise costs

MIDICI GROUP, LLC

FINANCIAL STATEMENT

December 31, 2014

SHER | GELB

MICHAEL SHER CPA BILLIE GELB CPA KEITH HEERDT CPA/ABV CVA JONATHAN SHER CPA

15060 VENTURA BLVD # 300 SHERMAN OAKS CALIFORNIA 91403 T (818) 783 6028 F (818) 783 1031
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INDEPENDENT AUDITOR S REPORT

To the Members
of Midici Group LLC

We have audited the accompanying balance sheet of Midici Group LLC (a California limited liability company) as of December 31 2014 and the related notes

Management's Responsibility for the Financial Statement

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion the balance sheet referred to above presents fairly in all material respects the financial position of Midici Group LLC as of December 31 2014 in accordance with accounting principles generally accepted in the United States of America

Sher Gelb

Sher | Gelb
An Accountancy Corporation
Sherman Oaks, CA

January 7 2015

Midici Group, LLC
BALANCE SHEET
December 31, 2014

ASSETS

Current Assets		
Cash		$ 300,000
	Total Current Assets	300,000
		$ 300,000

LIABILITIES AND MEMBERS' EQUITY

Members' Equity	$ 300,000
	$ 300,000

See accompanying notes to financial statement

Midici Group, LLC
NOTES TO FINANCIAL STATEMENT
December 31, 2014

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of Midici Group LLC (the Company") is presented to assist in understanding the Company's financial statement The financial statement and notes are representations of the Company's management who is responsible for the integrity and objectivity of the financial statement. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statement

Nature of Operations

Midici Group, LLC is a franchisor of casual dining restaurants of Neapolitan pizza The Company provides initial and ongoing support to its franchisees and recruits, consults and trains qualified franchisees to develop and open locations based on the guidelines and criteria of the franchisor Midici Group, LLC s business practices and standards The Company was organized on August 29, 2014 in the State of California

Use of Estimates

Management uses estimates and assumptions in preparing the financial statement Those estimates and assumptions affect the reported amounts of assets and liabilities the disclosure of contingent assets and liabilities, and the reported revenues and expenses Accordingly actual results could differ from those estimates

Depreciation

The company's property and equipment are depreciated using primarily the straight-line method over the estimated useful lives of the assets of 5 to 7 years Leasehold improvements are amortized over 15 years Maintenance and repairs are charged to expense as incurred, major renewals and betterments are capitalized When items of property or equipment are sold or retired the related costs and accumulated depreciation are removed from the accounts and any gain or loss is included in income As of December 31, 2014, the company did not have any depreciable property and equipment

Income Taxes

The Company has elected to be taxed as a partnership As such, no federal tax liability has been provided for

FASB ASC 740 *Income Taxes* (formerly Interpretation No 48, Accounting for Uncertainty in Income Taxes-an interpretation of FASB Statement 109 ("FIN 48")) clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statement. The FASB Accounting Standards Codification prescribes a comprehensive model for recognizing measuring, presenting and disclosing in the financial statement tax positions taken or expected to be taken on a tax return The adoption of FASB ASC 740 did not have a material effect on the Company

Subsequent Events

Management has evaluated events through January 7 2015, the date the financial statement was available to be issued

Exhibit C

FRANCHISE AGREEMENT

MidiCi Franchise Agreement

MidiCi Group LLC
17555 Ventura Boulevard, Suite 200
Encino, California 91316

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MIDICI FRANCHISE AGREEMENT

MIDICI FRANCHISE AGREEMENT

~~This Franchise Agreement is made this~~

~~day of~~

~~, 20~~

~~between MidiCi Group LLC, a~~

This Franchise Agreement is made on ______________, 20__, between MidiCi Group LLC, a California limited liability company with its principal business located at 17555 Ventura Boulevard, Suite 200, Encino, California 91316 (“we” or “us”), and “Franchisee” or “you” as identified on the Data Sheet attached as Schedule A (the “Data Sheet”) If the franchisee is a corporation, partnership, limited liability company or other legal entity, certain provisions of this Agreement also apply to its owners

RECITALS

A We and our affiliate, MidiCi LLC, have developed a unique system for the establishment and operation of ~~fast casual restaurants featuring build your own~~ a sit-down casual restaurant which features high quality ingredients to create authentic Neapolitan pizzas, salads, appetizers, beverages, dessert items~~-~~, and other products ~~served~~ in a distinctive atmosphere ~~(each, a “~~with a center state bustling kitchen as the heart of the MidiCi Restaurant~~”)~~

B Our affiliate owns the MidiCi trademark and other ~~trademarks~~ trademark used in connection with the operation of a MidiCi Restaurant and has granted us the right to sublicense the Trademarks and the MidiCi System (each capitalized term as defined below)

C You desire to develop and operate a MidiCi Restaurant

D We have agreed to grant you a franchise to operate a MidiCi Restaurant, subject to the terms and conditions of this Agreement

In consideration of the foregoing and the mutual covenants and consideration below, you and we agree as follows

DEFINITIONS

1 For purposes of this Agreement, the terms below have the following definitions

A “Net Sales” is Gross Sales~~”~~ minus discounts. Gross Sales includes the total revenues and receipts from the sale of all products, services and merchandise sold in your Restaurant, whether under any of the Trademarks or otherwise, including any catering or delivery services, cover charges or fees, in your Restaurant or on its premises and all revenues derived from any type of authorized vending machines Gross Sales excludes sales taxes

B. “MidiCi Restaurant” means any restaurant which is operated under the System and Trademarks whether owned by us, an affiliate of us, or a licensee or franchisee of us.

~~B~~C “Menu Items” means the pizza and beverages, and other products prepared according to our specified recipes and procedures as we may authorize you to sell at the Restaurant from time to time and as we may modify from time to time

~~C~~ D “Manual” or “Operations Manual” means any collection of written, video, audio and/or software media (including materials distributed electronically), regardless of title and consisting of various subparts and separate components, all of which we or our agents produce and which contain specifications, standards, policies, procedures and recommendations for your MidiCi Restaurant, all of which we may change from time to time

~~D~~E "Operating Partner" means the person designated by Franchisee (if Franchisee is a legal entity) who (i) owns at least a 5% ownership interest in Franchisee, (ii) has completed our initial training program and (iii) has the authority to bind Franchisee in all dealings with us If the Franchisee is one or more individuals, each individual is an Operating Partner of the franchisee Your Operating Partner(s) are identified on the Data Sheet Every time there is a change in the persons who are your Operating Partners, you must, within 10 days from the date of each such change, update the Data Sheet As used in this Agreement, any reference to Operating Partner includes all Operating Partners

~~E~~F "Restaurant" means the MidiCi Restaurant you develop and operate pursuant to this Agreement

~~F~~G "System" means the MidiCi System, which consists of distinctive food and beverage products prepared according to special and confidential recipes and formulas with unique storage, preparation, service and delivery procedures and techniques, offered in a setting of distinctive exterior and interior layout, design and color scheme, signage, furnishings and materials and using certain distinctive types of facilities, equipment, supplies, ingredients, business forms, training materials, Manuals, sales techniques, methods and procedures, all of which we may modify from time to time

~~G~~H "Trademarks" means the MidiCi trademarks, service marks and trade names ~~set forth on Schedule B,~~ as we may modify from time to time, and such other trademarks, service marks, trade names, the trade dress and other commercial symbols as we may authorize you to use in and in connection with the Restaurant from time to time Trade dress includes the designs, color schemes and images we authorize you to use in the operation of the Restaurant from time to time Currently our Trademarks include "MidiCi", "MidiCi with design" "MidiCi The Neapolitan Pizza Company with design" "MidiCi the Neapolitan Pizza Company with face design', "People are the Best thing that can happen to anyone", "We bring friends together", and "Fast Fine". Trade dress includes the designs, color schemes and images we authorize you to use in the operation of the Restaurant from time to time.

GRANT OF LICENSE

2 The following provisions control with respect to the license granted hereunder

A License, Authorized Location, Designated Territory, Circle of Success Program Subject to the terms of this Agreement, we grant you the right and license to establish and operate one Restaurant identified by the ~~MidiCi~~ Trademarks at the location identified on the Data Sheet as the authorized location, which authorized location must be (I) within the Designated Territory identified on the Data Sheet (the "Designated Territory") and (II) designated by you and approved by us within two years from the date of this Agreement (the "Authorized Location") When a location has been timely designated by you and you have received a non-objection (approval) notice from us, it will become the Authorized Location ~~under this Section 2 A~~ as if originally stated If an Authorized Location is not timely designated by you and approved by us, we may terminate this Agreement You accept the license and undertake the obligation to operate the Restaurant at the Authorized Location using the Trademarks and the System in compliance with the terms and conditions of this Agreement

The following locations are excluded from your Designated Territory and we have the right to develop or franchise Restaurants at these locations (whether within or outside your Designated Territory). (1) military bases, (2) public transportation facilities, (3) sports facilities, including race tracks, (4) student unions or other similar buildings on college or university campuses, (5) amusement and theme parks, and (6) special events (collectively "Special Sites"). The boundaries of your Designated Territory may depend upon any major topographical features which clearly define a contiguous area, like rivers, major freeways, etc.

During the term of this Agreement and provided you are in compliance with the terms and conditions of this Agreement, we will not (i) modify the Designated Territory, ~~(ii) establish a company-owned or franchised MidiCi Restaurant within the Designated Territory, or (iii)~~ or (ii) establish a company-owned or franchised ~~restaurant inside~~ MidiCi Restaurant within the Designated Territory~~that offers the same products and services as your MidiCi Restaurant except for any Merger/Acquisition Activity (as described and defined below)~~

After you sign this Agreement but before you commence the site selection process you must satisfactorily complete our Circle of Success Program The Circle of Success Program consists of eight separate recorded webinar sessions which last approximately one hour each It will take you approximately two weeks (8 hours total) to complete the Circle of Success Program

B Opening You agree that the Restaurant will be open and operating ~~in accordance with the requirements of Section 5 A~~ within eight months after you sign a lease for your Restaurant, unless we authorize in writing an extension of time Before you may open your Restaurant for business, we must inspect your Restaurant and provide you with a Certificate of Opening

~~D Nonexclusivity, Our Reservation of Rights The license is limited to the right to develop and operate one Restaurant at the Authorized Location~~

~~The license granted to you does not provide you with any right to (i) sell products or Menu Items identified by the Trademarks at any location outside the Authorized Location, except for authorized catering or delivery services as noted in Section 1 E, (ii) sell products or Menu Items through any alternative channels or methods of distribution, including the Internet (or any other existing or future form of electronic commerce), (iii) sell products or Menu Items identified by the Trademarks to any person or entity for resale or further distribution, except as we may designate in writing, or (iv) exclude, control or impose conditions on our development of future franchised, company or affiliate owned restaurants at any time or at any location regardless of the proximity to your Designated Territory You acknowledge that the consumer trade area or service area of another MidiCi Restaurant may overlap with your Designated Territory~~

~~We retain all rights that are not expressly granted to you under this Agreement Further, we may, among other things, on any terms and conditions we deem advisable without compensation to any franchisee and without granting you any rights therein~~

~~(i) establish and/or license others to establish franchised or company owned MidiCi Restaurants at any location outside your Designated Territory regardless of the proximity of such MidiCi Restaurants to your Designated Territory,~~

~~(ii) merge with, acquire or become associated with ("Merger/Acquisition Activity") any businesses or restaurants of any kind under other systems and/or marks, which businesses and restaurants may convert to or operate under the Trademarks and may offer or sell menu items products and services that are the same as or similar to the Menu Items offered at or from the Restaurant and which restaurants may be located anywhere inside or outside of your Designated Territory, and~~

~~(iii) offer, sell and distribute for ourselves and/or license others to offer, sell and distribute through franchised businesses or any other method of distribution, both inside and outside your Designated Territory, menu items that are the same as or different from the Menu Items offered under the System and that are offered and distributed under the Trademarks or marks different from the Trademarks through any distribution channels or methods (other than the MidiCi Restaurants) Such other distribution channels or methods include, without limitation grocery stores, club stores, convenience stores wholesale, business or industry locations (e g manufacturing site, office building), military installations, military commissaries or the Internet (or any other existing or future form of electronic commerce)~~

~~You acknowledge and agree that certain locations are by their nature unique and separate in character from sites generally developed as MidiCi Restaurants As a result, you agree that we~~

~~have the right to develop or franchise the following locations ("Special Sites") even if these locations are~~

~~inside your Designated Territory (1) military bases, (2) public transportation facilities, (3) sports facilities, including race tracks, (4) student unions or other similar buildings on college or university campuses, (5) amusement and theme parks, and (6) special events~~

C. Nonexclusivity, Our Reservation of Rights. The license is limited to the right to develop and operate one Restaurant at the Authorized Location. Except as limited above, we and our affiliates retain all rights with respect to MidiCi Restaurants, the Trademarks, the sale of similar or dissimilar products and services and any other activities we deem appropriate whenever and wherever we desire, including (1) the right to own or operate, or license others to own or operate MidiCi Restaurants immediately adjacent to your Designated Territory or anywhere outside of your Designated Territory, (2) the right to operate or license others to operate MidiCi Restaurants within Special Sites inside and outside of your Designated Territory, (3) the right to operate or license others to operate similar businesses or any other businesses and services under trademarks or service marks other than the Trademarks in any location, both inside or outside of your Designated Territory, (3) the right to operate or license others to operate businesses that are not similar to a MidiCi Restaurant under the Trademarks in any location, both inside or outside of your Designated Territory, (4) the sole right to offer any products or services (including the products and services you offer at your MidiCi Restaurant(s)) through other channels of distribution such as grocery stores, the Internet, print catalogues, direct marketing media and any other non-restaurant outlets (grocery stores and warehouse clubs) both inside and outside of your Designated Territory, and we may promote products bearing the Trademarks at special events, athletic contests, etc., through temporary locations and mobile units, and (5) the right to purchase, be purchased, merge, acquire, be acquired or affiliate with a competitor or any other business regardless of the location of the competitor or business, and to operate, franchise or license these businesses as MidiCi Restaurants under the System or Trademarks or under other proprietary marks, regardless of the location of these businesses, whether such businesses are in your Designated Territory or outside your Designated Territory. We are not required to pay you if we exercise any of the rights specified above inside your Designated Territory.

~~E~~D Catering and Delivery You may not engage in catering or delivery services unless we authorize you so in writing, as further described in Section 6 K

TRADEMARK STANDARDS AND REQUIREMENTS

3 You acknowledge and agree that the Trademarks are the property of our affiliate and we have the right to license the use of the Trademarks to you and others You further acknowledge that your right to use the Trademarks is specifically conditioned upon the following

A Trademark Ownership The Trademarks are the valuable property of our affiliate, and our affiliate owns all right, title and interest in and to the Trademarks and all past, present or future goodwill of the Restaurant and of the business conducted at the Authorized Location that is associated with or attributable to the Trademarks Your use of the Trademarks will inure to the benefit of our affiliate and us You may not, during or after the term of this Agreement, engage directly or indirectly in any conduct that would infringe upon, harm or contest our rights in any of the Trademarks or the goodwill associated with the Trademarks, including any use of the Trademarks in a derogatory, negative, or other inappropriate manner in any media, including but not limited to print or electronic media

B Trademark Use You may not use, or permit the use of, any trademarks, trade names or service marks in connection with the Restaurant except those ~~set forth in Schedule B or except~~ Trademarks (as defined below) as we otherwise direct in writing You may use the Trademarks only in connection with such products and services as we specify and only in the form and manner we prescribe in writing You must comply with all of our trademark, trade name and service mark notice marking requirements You may use the Trademarks only in association with products and services approved by us and that meet our standards or requirements with respect to quality, mode and condition of storage, production, preparation and sale, and portion and packaging

C Restaurant Identification You must use the name MidiCi as the trade name of the Restaurant and you may not use any other mark or words to identify the Restaurant without our prior written consent You may not, however, use the word "MidiCi" or any of the other Trademarks as part of the legal name of your corporation, partnership, limited liability company or other entity You may use the Trademarks on various materials, such as business cards, stationery and checks, provided you (i) accurately depict the Trademarks on the materials as we prescribe, (ii) include a statement on the materials indicating that the business is independently owned and operated by you, (iii) do not use the Trademarks in connection with any other trademarks, trade names or service marks unless we specifically approve in writing prior to such use, and (iv) make available to us, upon our request, a copy of any materials depicting the Trademarks You must post a prominent sign in the Restaurant identifying you as a MidiCi franchisee in a format we deem reasonably acceptable, including an acknowledgment that you independently own and operate the Restaurant and that the ~~MidiCi~~ Trademark is owned by us and your use is under a license we have issued to you All your internal and external signs must comply at all times with our guidelines, requirements and practices, as we may modify from time to time

D Litigation If any person or entity improperly uses or infringes the Trademarks or challenges your use or our use or ownership of the Trademarks, our affiliate and/or we will control all litigation and our affiliate and we have the right to determine whether suit will be instituted, prosecuted or settled, the terms of settlement and whether any other action will be taken You must promptly notify us of any such use or infringement of which you become aware or any challenge or claim arising out of your use of any Trademark You must take reasonable steps, without compensation, to assist us with any action we undertake We and our affiliate will be responsible for our fees and expenses in connection with any such action, unless the challenge or claim results from your misuse of the Trademarks in violation of this Agreement, in which case you must reimburse us and our affiliate for our fees and expenses

E Changes You may not make any changes or substitutions to the Trademarks unless we direct so in writing We reserve the right to change the Trademarks at any time Upon receipt of our notice to change the Trademarks, you must cease using the former Trademarks and commence using the changed Trademarks We will reimburse you for any out-of-pocket expenses you incur in connection with any change to the Trademarks on your letterhead, provided, however, that our reimbursement obligation during the term of this Agreement will not exceed $250

F Creative Works All ideas, concepts, techniques, or materials concerning the MidiCi Restaurant, whether or not protectable intellectual property and whether created by or for you or one of your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us To the extent any item does not qualify as a "work made-for-hire" for us, you must assign ownership of that item, and all related rights to that item, to us and must take whatever action (including signing an assignment agreement or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item

TERM AND RENEWAL

4 The following provisions control with respect to the term and renewal of this Agreement

A Term The initial term of this Agreement is ten years, unless this Agreement is sooner terminated in accordance with ~~Section 13~~the terms of this Agreement The initial term commences upon the Effective Date ~~(as defined in Section 15 Q)~~ of this Agreement We may extend this initial term in writing for a limited period of time not to exceed six months to take into account the term of any applicable lease for the Authorized Location

B Renewal Term and Conditions of Renewal You may renew your license for three renewal terms of ten years each, provided that with respect to each renewal (i) you have given us written notice of your decision to renew at least six months but not more than 12 months prior to the end of the expiring term, (ii) you sign our then-current form of franchise agreement (modified to reflect any additional renewal term(s) upon expiration and other modifications to reflect that the agreement relates to the grant of a renewal), the terms of which may differ from this Agreement, including higher fees, (iii) you have complied with the provisions ~~of Section 5 E~~ regarding modernization and you perform any further items of modernization and/or replacement of the building, premises, trade dress, equipment and grounds as may be necessary for your Restaurant to conform to the standards then applicable to new MidiCi Restaurants, regardless of the cost of such modernizations and/or replacements, (iv) you are not in default of this Agreement or any other agreement pertaining to the franchise granted, have satisfied all monetary and material obligations on a timely basis during the term and are in good standing, (v) if leasing the Restaurant premises, you have renewed the lease and have provided written proof of your ability to remain in possession of the premises throughout the renewal period, (vi) you comply with our then-current training requirements, (vii) you pay us, at least 30 days prior to the end of the expiring term, a renewal fee in the amount of 50% of our then-current initial franchise fee, and (viii) you and your Operating Partner(s) and guarantors execute a general release of claims in a form we prescribe to the extent permitted by applicable law

C Interim Period If you do not exercise your right to renew this Agreement prior to the expiration of this Agreement and continue to accept the benefits of this Agreement after the expiration of this Agreement, then at our option, this Agreement may be treated either as (i) expired as of the date of expiration with you then operating a franchise without the right to do so and in violation of our rights, or (ii) continued on a month-to-month basis ("Interim Period") until one party provides the other with written notice of such party's intent to terminate the Interim Period, in which case the Interim Period will terminate 30 days after receipt of the notice to terminate the Interim Period In the latter case, all of your obligations shall remain in full force and effect during the Interim Period as if this Agreement had not expired, and all obligations and restrictions imposed on you upon expiration of this Agreement will be deemed to take effect upon termination of the Interim Period

FACILITY STANDARDS AND MAINTENANCE

5 You acknowledge and agree that we have the right to establish, from time to time, quality standards regarding the business operations of MidiCi Restaurants to protect the distinction, goodwill and uniformity symbolized by the Trademarks and the System Accordingly, you agree to maintain and comply with our quality standards and agree to the following terms and conditions

A Restaurant Facility, Site Under Control You are responsible for purchasing or leasing a site that meets our site selection guidelines You must use our designated vendor in connection with selecting and securing a site for your Restaurant We must consent to the site in writing You may not use the Restaurant premises or Authorized Location for any purpose other than the operation of a MidiCi Restaurant during the term of this Agreement or any Interim Period We make no guarantees concerning the success of the Restaurant located on any site to which we consent

You may not open your Restaurant for business until we have inspected your Restaurant, consented to your opening date and provided you with a Certificate of Opening A Certificate of Opening may be issued only after all local permits, certificates and codes have been obtained and a certificate of occupancy has been granted If you do not pass our initial inspection, you will be charged for all costs and expenses incurred by us in sending an inspector to re-inspect your Restaurant We are not responsible or liable for any of your pre-opening obligations, losses or expenses you might incur for your failure to comply with these obligations or your failure to open by a particular date We also are entitled to injunctive relief or specific performance ~~under Section 12 C~~ for your failure to comply with your obligations

If you plan to lease the Restaurant premises, you and your landlord must sign the Lease Addendum attached as Schedule ~~C~~B. In addition, you must execute a Collateral Assignment of Lease in the form found in Schedule F, attached to this Agreement, whereby you agree to assign your rights in the lease to us in the event of a termination or expiration of this Agreement or a default under the lease We recommend you submit the Lease Addendum to the landlord at the beginning of your lease review and negotiation process, although the terms of the Lease Addendum may not be negotiated without our prior approval If the landlord requires us to negotiate the Lease Addendum, we reserve the right to charge you a fee, which will not exceed our actual costs associated with the negotiation You must provide us a copy of the executed lease and Lease Addendum within five days of its execution We have no responsibility for the lease, it is your sole responsibility to evaluate, negotiate and enter into the lease for the Restaurant premises

You must execute, and provide us an executed copy of your lease (including an executed copy of the Lease Addendum) or the purchase agreement for the approved Authorized Location for your Restaurant within 24 months from the date of execution of this Agreement If you fail to have your "site under control" (execute the lease or the purchase agreement within the timeframe set forth in this Section), we will have the right to terminate this Agreement without giving you an opportunity to cure~~ pursuant to Section 13 B 2~~

B Construction, Future Alteration You must construct and equip the Restaurant in strict accordance with our current approved specifications and standards pertaining to equipment, inventory, signage, fixtures, furnishings, and design and layout of the building You may not commence construction of the Restaurant until you have received our written consent to your building plans

Without limiting the generality of the prior Section, you must promptly and in any event within 60 days of obtaining possession of the site for the Restaurant (i) have prepared and submitted for our approval a site survey and basic architectural plans and specifications consistent with our general atmosphere, image, color scheme and decor requirements as set forth from time to time in the manuals for a MidiCi Restaurant (including requirements for dimensions, exterior design, materials, interior design and layout, equipment, fixtures, furniture, signs and decorating), (ii) purchase or lease and then, in the construction of the Restaurant, use only the approved building materials, equipment, fixtures, furniture and signs, (iii) complete the construction and/or remodeling, equipment, fixtures, furniture and sign installation and decorating of the Restaurant in full and strict compliance with plans and specifications we approve and all applicable ordinances, building codes and permit requirements without any unauthorized alterations, (iv) obtain all customary contractors' sworn statements and partial and final waivers, obtain all necessary permits, licenses and architectural seals and comply with applicable legal requirements relating to the building, signs, equipment and premises, including, but not limited to, the Americans With Disabilities Act, and (v) obtain and maintain all required zoning changes, building, utility, health, sanitation, and sign permits and licenses and any other required permits and licenses It is your responsibility to comply with the foregoing conditions

Any change to the building plans or any replacement, reconstruction, addition or modification in the building, interior or exterior decor or image, equipment or signage of the Restaurant to be made after our consent is granted for initial plans, whether at the request of you or of us, must be made in accordance with specifications that have approved in writing You may not commence such replacement, reconstruction, addition or modification until you have received our written consent to your revised plans

C Maintenance The ~~building, ~~equipment, fixtures, furnishings, computer equipment and software, signage and trade dress (including the interior and exterior appearance) employed in the operation of your Restaurant must be in strict accordance with the provisions of the Operations Manual. You acknowledge and understand that in the future, and from time to time, you may be required to upgrade or purchase or lease new or different furniture, fixtures, equipment and signs. At your sole cost and expense. All of the building, equipment, fixtures, furnishings, computer equipment and software, signage and trade dress must be maintained and refreshed in accordance with our requirements established periodically and any of our schedules prepared based upon periodic evaluations of the premises by our representatives Within 30 to 60 days (as we determine depending on the work needed) after your receipt of our report prepared following our evaluation, you must effect the items of maintenance we designate, including the repair of defective items and/or the replacement of irreparable or obsolete items of equipment and interior signage If, however, any condition presents a threat to customers or public health or safety, you must ~~effect~~ affect the items of maintenance immediately~~, as further described inSection 6 G~~ As between us and you, you are solely responsible for the safety and well-being of your employees and the customers of the Restaurant

~~D Relocation If you need to relocate because of condemnation, destruction, or expiration or cancellation of your lease for reasons other than your breach we will grant you authority to do so at a site acceptable to us, provided that the new Restaurant is open and operating within 180 days after construction commences all in accordance with our then-current standards If you voluntarily decide to relocate the Restaurant (for reasons other than those listed in the preceding sentence and not due to your breach under your lease), your interest in this Agreement will be deemed voluntarily abandoned, unless you have (i) given us notice of your intent to relocate not less than 60 days prior to closing the Restaurant, (ii) procured a site that we accept within 60 days after closing the prior Restaurant (iii) opened the new Restaurant for business within 180 days of such closure and (iv) complied with any other conditions that we reasonably require You must pay us a~~

D. Relocation So long as you are not in default under this Agreement, you may relocate the Restaurant within the Designated Territory with our prior written consent. However, the Designated Territory for the relocated Authorized Location will be subject to renegotiation. Regardless of the reason for relocating, you agree to pay us $5,000 and pay for all of the costs and expenses of relocating the Restaurant including the cost of any demographic or other study of the proposed site.

~~$5 000 relocation fee to cover our costs associated with the relocation~~

~~If your Restaurant is destroyed or damaged and you repair the Restaurant at the original Authorized Location (rather than relocate the Restaurant), you must repair and reopen the Restaurant at the Authorized Location in accordance with our then-current standards for the destroyed or damaged area within 180 days of the date of occurrence of the destruction or damage~~

~~You do not have the right to relocate if you lose the right to occupy the Restaurant premises because of the cancellation of your lease due to your breach The termination or cancellation of your lease due to your breach is grounds for immediate termination under Section 13 B 2~~

E Modernization or Replacement From time to time as we require, you must ~~effect~~ affect items of modernization and/or replacement of the building, premises, trade dress, equipment and grounds as may be necessary for your Restaurant to conform to the standards for similarly situated new MidiCi Restaurants Furthermore, in addition to performing general continued maintenance and refreshing of the Restaurant premises whenever necessary ~~as set forth in Section 5 C~~, you must ~~effect~~ affect any required expenditures for equipment or leasehold improvements necessary to prepare new Menu Items or products We will not require you to spend more than $90,000 on Restaurant modernization and replacement during the initial term of this Agreement Each and every transfer of any interest in this Agreement or your business ~~governed by Section 11~~ or any renewal ~~covered by Section 4~~ is expressly conditioned upon your compliance with these modernization or replacement requirements at the time of transfer or renewal You acknowledge and agree that the requirements of this Section ~~5 E~~ are both reasonable and necessary to ensure continued public acceptance and patronage of MidiCi Restaurants and to avoid deterioration or obsolescence in connection with the operation of the Restaurant If you fail to make any improvement as required by this Section or perform the maintenance ~~described in Section5 C~~, we may, in addition to our other rights in this Agreement, effect such improvement or maintenance and you must reimburse us for the costs we incur

F Signage The outdoor signage at your Restaurant must comply with our then current specifications, which we may modify from time to time due to modifications to the System, including changes to the Trademarks You must make such changes to the outdoor signage as we require

PRODUCTS AND OPERATIONS STANDARDS AND REQUIREMENTS

6 You must implement and abide by our requirements and recommendations directed to enhancing substantial System uniformity The following provisions control with respect to products and operations

A Authorized Menu Your business must be confined to the preparation and sale of only such Menu Items as we designate and approve in writing from time to time for sale by your Restaurant You must offer for sale from the Restaurant all items and only those items listed as Menu Items We have the right to make modifications to these items from time to time, and you agree to comply with any modifications You may not offer or sell any other product or service at the Authorized Location without our prior written consent Uniformity of products and services offered by all Orange Leaf Frozen Yogurt Stores is of utmost importance to us and the entire System. If you offer to sell or do sell products or services which are not authorized or are not prepared in accordance with the Operations Manual, you agree that we will be damaged. These damages will be calculated at the rate of $200 per day for each day you offer or sell unauthorized products or services, and these damages will be in addition to any other rights and remedies we may have against you. You agree that a precise calculation of the full extent of the damages that we will incur from the offer or sale of unauthorized products and services are difficult to determine and all parties desire certainty in this matter and agree that the damages provided here are reasonable and constitute liquidated damages and not a penalty.

B Authorized Products and Ingredients You must use in the operation of the Restaurant and in the preparation of Menu Items only the proprietary and non-proprietary ingredients, recipes, formulas, techniques, processes and supplies we designate, and prepare and serve the Menu Items in such portions, sizes, appearance, taste and packaging, all as we specify in our Operations Manual or otherwise in writing You acknowledge and agree that we may change these periodically and that you are obligated to conform to our requirements All supplies, including containers, cups, plates, wrappings, eating utensils, and napkins, and all other customer service materials of all descriptions and types must meet our standards of uniformity and quality You acknowledge that the Restaurant must at all times maintain an inventory of ingredients, food and beverage products and other products, materials and supplies that will permit operation of the Restaurant at maximum capacity

C Approved Supplies and Suppliers We will furnish to you from time to time lists of approved supplies and/or approved suppliers You must only use approved products, services, inventory, equipment, fixtures, furnishings, signs, advertising materials, trademarked items and novelties, and other items or services (collectively, "Approved Supplies") in connection with the design, construction and operation of the Restaurant as set forth in the Approved Supplies lists, as we may amend from time to time Although we do not do so for every item, we have the right to approve the manufacturer, distributor and/or supplier of Approved Supplies (an "Approved Supplier") You acknowledge and agree that certain Approved Supplies may only be available from one required Approved Supplier, and we may be that supplier For example, you must purchase all trademarked retail items, and certain products, supplies, equipment and materials from us or our designated supplier You will pay the then-current price in effect for Approved Supplies purchased from us, or affiliates or any third party we designate All inventory, products, materials and other items and supplies used in the operation of the Restaurant that are not included in the Approved Supplies or Approved Suppliers lists must conform to the specifications and standards we establish from time to time WE MAKE NO WARRANTY AND EXPRESSLY

DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO SERVICES, PRODUCTS, EQUIPMENT (INCLUDING, WITHOUT LIMITATION, ANY REQUIRED COMPUTER SYSTEMS), SUPPLIES, FIXTURES, FURNISHINGS OR OTHER ITEMS APPROVED OR DESIGNATED BY US IN ADDITION, WE DISCLAIM ANY LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SERVICES RENDERED OR PRODUCTS FURNISHED BY ANY SUPPLIER APPROVED OR DESIGNATED BY US OUR APPROVAL OR CONSENT TO ANY SERVICES, GOODS, SUPPLIERS, OR ANY OTHER INDIVIDUAL, ENTITY OR ANY ITEM SHALL NOT CREATE ANY LIABILITY TO US

D POS System You must purchase and maintain a point of sale cash register computer system from our required supplier, currently Micros, including all future updates, supplements and modifications (the "POS System") The POS System includes all hardware and software used in the operation of the Restaurant, including electronic point-of-sale cash registers and any software we may designate to record and analyze sales, labor, inventory, product usage, employee information and tax information. You understand and acknowledge that the POS System may change from time to time and you will comply with all changes at your sole cost and expense The POS System also will include any credit card processing system we designate It is your responsibility to make sure that you are in compliance with all laws that are applicable to the POS System or other technology used in the operation of your Restaurant, including all data protection or security laws as well as PCI (Payment Card Industry) compliance Without limiting the foregoing, you agree that in connection with any credit, debit and/or charge card payments you receive, you will adhere to, and cause any service provider or third party-provided payment applications to adhere to cardholder data security standards according to the then-current PCI (Payment Card Industry) Data Security Standards You will be responsible for any costs and expenses related to compliance with such standards and/or related audits You must provide us with evidence of such compliance at our request You also must provide notice to us of any potential or actual data security breach relating to cardholder data

The computer software package developed for use in the Restaurant may include proprietary software You may be required to license the proprietary software from us or a third party and you also may be required to pay a software licensing or user fee in connection with your use of the proprietary software All right, title and interest in the software will remain with the licensor of the software You shall not use or download any software on your computer unless it has been authorized by us in writing If you use or download any unauthorized software, you will be liable for all damages and problems caused thereby, in addition to the other remedies provided under this Agreement You acknowledge and agree that we will have full and complete access to the information and data entered and produced by the POS System You must, at all times, have at the Authorized Location Internet access with a form of high speed connection as we require and you must maintain an email account for the Restaurant Your email account may not exceed 50 megabytes

E Serving and Promotional Items All sales promotion material, customer goodwill items, cartons, containers, wrappers and paper goods, eating and serving utensils and other items, and customer convenience items used in the sales promotion, sale and distribution of products covered by this Agreement are subject to our approval and must, where practicable, contain one or more of the Trademarks You must purchase these items from our Approved Suppliers

F Health and Sanitation Your Restaurant must be operated and maintained at all times in compliance with any and all applicable health and sanitary standards prescribed by governmental authorities You also must comply with any standards that we prescribe In addition to complying with such standards, if the Restaurant is subject to any sanitary or health inspection by any governmental authorities under which it may be rated in one or more classifications, it must be maintained and operated so as to be rated in the highest available health and sanitary classification with respect to each governmental agency inspecting the same If you fail to be rated in the highest classification or receive any notice that you are not in compliance with any applicable health and sanitary standards, you must immediately notify us of such failure or noncompliance

G Evaluations We or our authorized representative have the right to enter your Restaurant at all reasonable times during the business day for the purpose of making periodic evaluations and to ascertain if the provisions of this Agreement are being observed by you, to inspect and evaluate your building, land and equipment, and to test, sample, inspect and evaluate your supplies, ingredients and products, as well as the storage, preparation and formulation and the conditions of sanitation and cleanliness in the storage, production, handling and serving Any failure of an inspection is a default under ~~Section 13 A of~~ this Agreement Further, if we determine that any condition in the Restaurant presents a threat to customers or public health or safety, we may take whatever measures we deem necessary, including requiring you to immediately close the Restaurant until the situation is remedied to our satisfaction Our inspections and evaluations may include a "mystery shopper" program from time to time throughout the term of this Agreement If you fail an evaluation by us or by a mystery shopper or if we receive a specific customer complaint, you must pay the costs and expenses of subsequent "mystery shopper" visits Any evaluation or inspection we conduct is not intended to exercise, and does not constitute, control over your day-to-day operation of the Business or to assume any responsibility for your obligations under this Agreement

H Period of Operation Subject to any contrary requirements of local law, your Restaurant must be opened to the public and operated during the days and times set forth in the Operations Manual You acknowledge and agree that if your Restaurant is closed for a period of two consecutive days or five or more days in any 12-month period without our prior written consent, such closure constitutes your voluntary abandonment of the franchise business and we have the right, in addition to other remedies provided for herein, to terminate this Agreement Acts of force majeure~~, as defined in Section 16 M,~~ that prevent you from complying with the foregoing will not constitute an abandonment of the franchise business ~~under this Section 6 H~~

I Operating Procedures You must adopt and use as your continuing operational routine the required standards, service style, procedures, techniques and management systems described in our Operations Manual or other written materials relating to product preparation, menu, storage, uniforms, financial management, equipment, facility and sanitation We will revise the Operations Manual and these standards, procedures, techniques and management systems periodically to meet changing conditions of retail operation in the best interest of restaurants operating under the Trademarks Any required standards exist to protect our interests in the System and the Trademarks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you The required standards generally will be set forth in the Operations Manuals or other written materials The manuals also will include guidelines or recommendations in addition to required standards In some instances, the required standards will include recommendations or guidelines to meet the required standards You may follow the recommendations or guidelines or some other suitable alternative, provided you meet and comply with the required standards In other instances, no suitable alternative may exist In order to protect our interests in the System and Trademarks, we reserve the right to determine if you are meeting a required standard and whether an alternative is suitable to any recommendations or guidelines

You acknowledge having received one copy of the Operations Manual on loan from us for the term of this Agreement The Operations Manual is at all times solely our property You must at all times treat the Operations Manual, and the information it contains, as secret and confidential, and must use all reasonable efforts to maintain such information as secret and confidential We may from time to time revise the contents of the Operations Manual and you expressly agree to comply with each new or changed requirement at your sole expense You must at all times ensure that your copy of the Operations Manual is kept current and up to date, and in the event of any dispute as to the contents of said Operations Manual, the terms of the master copy of the Operations Manual that we maintain are controlling You acknowledge and agree that in the future the Operations Manual and other system communications may only be available on the Internet or other online or computer communications

J Confidential Information You, the Operating Partners, and your manager may not, during the term of this Agreement or thereafter, disclose, copy, reproduce, sell or use for the benefit of any other person or entity Confidential Information, except to such employees that must have access to it to operate the Restaurant For purposes of this Agreement, "Confidential Information" means the whole or any portion of know-how, knowledge, methods, specifications, processes, procedures and/or improvements regarding the business that is valuable and secret in the sense that it is not generally known to our competitors and any proprietary information contained in the Operations Manual or otherwise communicated to you in writing, verbally or through the Internet or other online or computer communications, and any other knowledge or know-how concerning the methods of operation of the Restaurant, as well as the content of this Agreement and any other document executed in connection with this Agreement Any and all Confidential Information, including, without limitation, proprietary ingredients, secret formulas and recipes, customer lists, methods, procedures, suggested pricing, specifications, processes, materials, techniques and other data, may not be used for any purpose other than operating the Restaurant We may require that you obtain nondisclosure and confidentiality agreements in a form satisfactory to us from any persons owning a minority interest in the franchisee, the Operating Partners, your manager and other key employees You must provide executed copies of these agreements to us upon our request Notwithstanding the foregoing, you are authorized to disclose the terms of this Agreement to any lender providing you financing for the Restaurant as well as to your landlord

K Catering and Delivery Services If you want to offer catering or delivery service to customers, you must obtain our prior written approval Any catering or delivery services must meet our written standards You also must charge the same price for products offered by the Restaurant whether delivered or catered by or sold in the Restaurant Any income from catering or delivery services must be included in ~~Gross~~ Net Sales for purposes of your Royalty Fee and Brand Fee

L Compliance with Law, Licenses and Permits You must at all times maintain your premises and conduct your Restaurant operations in compliance with all applicable laws, regulations, codes and ordinances You must secure and maintain in force all required licenses, permits and certificates relating to your Restaurant You must stock and maintain alcoholic beverages and related supplies in compliance with the Manual and must at all times comply with (a) all federal, state, city, local and municipal licensing, insurance and other laws, regulations and requirements applicable to the sale of alcoholic beverages at the Restaurant, and (b) the liquor liability insurance requirements set forth in the Manual You acknowledge that you are an independent business and responsible for control and management of your Restaurant, including, but not limited to, the hiring and discharging of your employees and setting and paying wages and benefits of your employees You acknowledge that we have no power, responsibility or liability in respect to the hiring, discharging, setting and paying of wages or related matters, as the sole power, responsibility and liability for such matters rest exclusively with you You must immediately notify us in writing of any ~~claim~~claims, litigation or proceeding that arises from or affects the operation or financial condition of your MidiCi business or Restaurant, including any notices of health code violations

M Participation in Internet Websites or Other Online Communications We may require you, at your expense, to participate in our MidiCi website on the Internet, our intranet system or extranet system or other online communications as we may require We have the right to determine the content and use of our website and intranet or extranet system and will establish the rules under which franchisees may or must participate You may not separately register any domain name containing any of the Trademarks, participate in any website or social media platform that markets goods and services similar to a MidiCi

Restaurant, or operate a website for your Restaurant that does not link to our website We retain all rights relating to our website and intranet system and may alter or terminate our website, extranet system or intranet system Your general conduct on our website and intranet and extranet systems or other online communications (including social media) and specifically your use of the Trademarks or any advertising is subject to the provisions of this Agreement You acknowledge that certain information related to your participation in our website or intranet system may be considered Confidential Information, including access codes and identification codes Your right to participate in our website and intranet or extranet system, or otherwise use the Trademarks or System on the Internet or other online communications, will terminate when this Agreement expires or terminates

N Vending and Gaming Machines, Tickets You may not, except with our prior written permission, permit any jukeboxes, electronic games, vending machines, ATMs, newspaper racks, entertainment devices, coin- or token-operated machines, or gambling devices or kiosks to be used on the Restaurant premises and may not sell or allow employees to sell any tickets, subscriptions, chances, raffles, lottery tickets or pull tabs

O System Modifications You acknowledge and agree that we have the right to modify, add to or rescind any requirement, standard or specification that we prescribe under this Agreement to adapt the System to changing conditions competitive circumstances, business strategies, business practices and technological innovations and other changes as we deem appropriate You must comply with these modifications, additions or rescissions at your expense, subject to any express limitations set forth in this Agreement

P Suggested Pricing Policies You generally have the right to establish prices for the Menu Items and other products and services you sell We may, from time to time, suggest prices for the Menu Items and other products and services you sell We do, however, reserve the right to modify the Menu Items or System to give us the right to establish prices, both minimum and maximum, to the extent permitted under applicable law Any such modification will be in writing Unless we so modify the Menu Items or our System, any list or schedule of prices we furnish to you is a recommendation only and any decision you make to accept or reject the suggestion will not in any way affect the relationship between you and us

PERSONNEL AND SUPERVISION STANDARDS

7 The following provisions and conditions control with respect to personnel, training and ~~supervision~~Supervision

A Supervision You (if Franchisee is an individual) or one of your owners (if Franchisee is a legal entity) must devote adequate time and best efforts to the management and operation of your Restaurant You must devote a minimum of ten hours per week to managing your Restaurant You may hire a General Manager to assist you in managing the day-to-day operations of the Restaurant Any General Manager or replacement General Manager(s) you hire must complete our training ~~as described in Sections 7 B — 7 E~~programs Any General Manager(s) or replacement General Manager(s) you hire must be trained by us Any General Manager you may hire need not have any interest in Franchisee The use of a General Manager in no way relieves you of your obligations to comply with this Agreement and to ensure that the Restaurant is properly operated

B Training You must comply with all of the training requirements we prescribe for the Restaurant You must attend a training orientation day within 90 days of signing this Agreement You (or if Franchisee is a legal entity, your Operating Partner) must complete our initial training program to our satisfaction

We will provide our initial training program to you (or your Operating Partner) and ~~one~~ 4 additional ~~person~~ people without charging you a fee You, however, are responsible for paying all costs and daily living expenses, including hotel and transportation costs, for these individuals to attend our training program If you would like us to train more than the ~~two~~ 5 people noted above, or if it becomes necessary to retrain a certain individual, we will charge you our then-current training fee, which fee will not exceed $500 per person per day You will also be responsible for paying all costs and other daily expenses for any additional person who attends our initial training program

We also will provide you with ~~up to 28~~ a minimum of 15 days of on-site Restaurant opening assistance Specifically, when your Restaurant is ready to open, we will, at our cost, send ~~one~~ a minimum of 6 of our representatives to your Restaurant to provide opening assistance and support

The training requirements may vary depending on your experience and the experience of any manager you hire or other factors specific to the Restaurant If you are given notice of default as set forth ~~in Sections 13 A and B~~, and the default relates, in whole or in part, to your failure to meet any operational standards, we have the right to require, as a condition of curing the default, that you and your manager, at your expense, comply with the additional training requirements we prescribe Any new manager you hire must comply with our training requirements within a reasonable time as we specify The training of new managers generally occurs at one of our corporate MidiCi Restaurants, but we may schedule your training at another site You will be responsible for paying us a reasonable fee for such training and all of the individual's expenses. Under no circumstances may you permit the management of the Restaurant's operation on a regular basis by a person who has not successfully completed to our reasonable satisfaction all applicable training we require

C Additional/Ongoing Training We may require you, your manager and other key employees of the Restaurant to attend, at your expense, ongoing training at our training facility, the Authorized Location or other location we designate If you request additional training in addition to the initial training program identified above or if we determine that it is necessary to provide you with more training, we may require you to pay to us for each additional training day at our then- current daily training fee

D Staffing You will employ a sufficient number of competent and trained employees to ensure efficient service to your customers No employee of yours will be deemed to be an employee of ours for any purpose whatsoever and nothing in any aspect of the System or the Trademarks in any way shifts any employee or employment related responsibility from you to us You alone are responsible for hiring, firing, training, setting hours for and supervising all employees

E Attendance at Meetings You must attend, at your expense, any annual franchise conventions we may hold or sponsor and all meetings relating to new products or product preparation procedures, new operational procedures or programs, training, Restaurant management, sales or sales promotion, or similar topics If you are not able to attend a meeting or convention, you must notify us prior to the meeting and must have a substitute person acceptable to us attend the meeting

ADVERTISING AND MARKETING

8 You must use your best efforts to promote and increase the sales and service of Menu Items and to effect the widest and best possible distribution throughout the Designated Territory You agree to actively promote your Restaurant, to abide by all of our advertising requirements and to comply with the following provisions

A Brand Fund You must pay to us a Brand Fee ~~as set forth in Section 9 F~~ All Brand Fees will be placed in a Brand Fund that we own and manage On behalf of our company-owned MidiCi

Restaurants, we will pay the same Brand Fee as similarly situated franchised MidiCi Restaurants (based on age and type of location) in the same local marketing area, except for Special Sites The Brand Fund is not a trust or escrow account, and we have no fiduciary obligation to franchisees with respect to the Brand Fund, provided, however, we will make a good faith effort to expend such fees in a manner that we determine is in the general best interests of the System We have the right to determine the expenditures of the amounts collected and the methods of marketing, advertising, media employed and contents, terms and conditions of marketing campaigns and promotional programs Because of the methods used, we are not required to spend a prorated amount on each MidiCi Restaurant or in each advertising market We have the right to make disbursements from the Brand Fund for expenses incurred in connection with the cost of formulating, developing and implementing marketing, advertising and promotional campaigns The disbursements may include payments to us for the expense of administering the Brand Fund, including accounting expenses and salaries and benefits paid to our employees engaged in the advertising functions If requested, we will provide you an annual unaudited statement of the financial condition of the Brand Fund

B Local Marketing Fund You must use your best efforts to promote and advertise the Restaurant and participate in any local marketing and promotional programs we establish from time to time In addition to any Brand Fee we collect, you are required to pay a Local Marketing Fee ~~as set forth in Section 9 G~~ into a local marketing fund that we maintain and manage and from which we reimburse you for your documented and authorized local marketing expenditures (the "Local Marketing Fund")

C Grand Opening Marketing You must spend at least $8,000 on a grand opening campaign which will include promotional elements, merchandise/giveaways, entertainment, decorations, ~~pizza and labor~~ (the "Grand Opening Marketing Campaign") All grand opening marketing and promotion must be approved by us Your Grand Opening Marketing Campaign expenditures will count towards your first year local advertising requirements

D Approved Materials You must ~~use only such marketing materials (including any print radio, television, electronic, social media or other media forms that may become available in the future) as we furnish, approve or make available, and the materials must be used only in a manner that we prescribe~~obtain our written approval of all promotional and marketing materials prior to their use. You must submit all of your own advertising and sale promotion materials to us or our designated advertising agency for approval before use. If you do not receive written disapproval within 20 days after we or they receive the materials, we will be deemed to have given approval. You are responsible to ensure that all advertising and promotion materials used by you, whether created or consented to by us, comply with applicable laws, including state and local liquor laws. You may not advertise or use in advertising or other form of promotion, the Marks without the appropriate copyright, trademark, and service mark symbols ("©", "®", "TM" or "SM") as we direct Furthermore, any promotional activities you conduct in the Restaurant or on its premises are subject to our approval We will not unreasonably withhold approval of any sales promotion materials or media and activities, provided that they are current, in good condition, in good taste and accurately depict the Trademarks All advertising and promotion materials used by you, whether or not created or consented to by us, must comply with applicable law, including state and local liquor laws.

E Advertising Cooperatives We have the right to designate local advertising markets and if designated, you must participate in and contribute to the cooperative advertising and marketing programs in your designated local advertising market If established, you must direct your Local Marketing Fees payments to the advertising cooperative Each MidiCi Restaurant, including those operated by us, within a designated local advertising area will be a member of the local advertising cooperative and each MidiCi Restaurant will have one vote on all matters requiring a vote Each advertising cooperative will be required to adopt governing bylaws that meet our approval You must obtain our prior written approval of all promotional and advertising materials, creative execution and media schedules prior to their implementation Each advertising cooperative will be required to prepare annual financial statements, which must be made available to all members of the cooperative and to us upon request Also, each advertising cooperative must submit to us its meeting minutes upon our request We have the right to require advertising cooperatives to be formed, changed, dissolved or merged in our sole determination

~~F Gift Cards, Certificates and Checks You must use and honor only system-wide gift cards, certificates and checks that we designate and you must obtain all certificates, cards or checks from an Approved Supplier~~

F. Gift Cards, Certificates and Checks. We may require you, if permitted by applicable law, to participate in a gift card or other customer loyalty program in accordance with the provisions either set forth in the Operations Manual or otherwise disclosed to you. In order to participate, you may be required to purchase additional equipment and pay any fees applicable to the use of that equipment. If we establish a gift card or loyalty program, we have the right to determine how the amount of the gift cards or loyalty cards will be divided or otherwise accounted for, and we reserve the right to retain the amount of any unredeemed gift cards. Other than as described in this Item, we do not impose any restrictions or conditions that limit your access to customers

FEES, REPORTING AND AUDIT RIGHTS

9 You must pay the fees described below and comply with the following provisions

A Initial Franchise Fee You must pay to us an initial franchise fee of $46,000 (the "Initial Franchise Fee") If you are signing this Agreement in connection with your rights and obligations under ~~a Multi-Unit~~ an Area Development Agreement, the Initial Franchise Fee you will pay under this Agreement will be set forth in the ~~Multi-Unit Agreement~~Area Development Agreement. The portion of the Development Fee paid under the Area Development Agreement which is attributable to the Restaurant will be applied against the Initial Franchise Fee due hereunder The Initial Franchise Fee must be paid at the time you sign this Agreement (unless otherwise provided under the ~~Multi-Unit~~ Area Development Agreement), is fully earned upon receipt, and except as noted below, is nonrefundable

Within 30 days of the Effective Date of this Agreement, you may choose to open additional MidiCi Restaurants (~~a total of three MidiCi Restaurants or five~~ from 2 to 5 MidiCi Restaurants, including the Restaurant operated under this Agreement) and receive the benefit of a reduced ~~–~~ Initial Franchise Fee per MidiCi Restaurant, ~~Initial Franchise Fee~~ If you choose to exercise this option, you will be required to pay us the difference between the Initial Franchisee Fee(s) you already paid and the balance owed for the additional MidiCi Restaurants you agree to open, which will be calculated and paid in accordance with the terms of our then-current form of ~~Multi-Unit~~ Area Development Agreement You also will be required to sign ~~a Multi-Unit~~ an Area Development Agreement, or if you are already a party to ~~a Multi-Unit~~ an Area Development Agreement, an addendum to the ~~Multi-Unit~~ Area Development Agreement identifying the additional MidiCi Restaurants you have agreed to open

B Uniforms, Merchandise and Restaurant Supplies Prior to the opening of your Restaurant, you must pay us ~~$7,000~~ for certain uniforms, merchandise and restaurant supplies The current cost for these items ranges from $2,700 to $3,100.

C MidiCi Development Services Fee At the time you sign this Agreement, you must pay us a fee for providing real estate selection services to you (the "Development Services Fee") The Development Services Fee is $3,950 The Development Services Fee is earned upon receipt and is non-refundable

~~D MidiCi Proprietary System Software Package You must pay us a monthly fee in the amount of~~

~~$80 for the MidiCi Proprietary System Software Package (the "Technology Fee")~~

D. Technology Fee. You must pay us a monthly fee technology fee (the "Technology Fee"). Currently the Technology Fee is $97 per month. The fee will cover our expenses associated with furnishing one user with our franchise management software, creating email accounts, email marketing, and providing technology administration and maintenance according to our then current guidelines and procedures, which may change from time to time ~~The monthly fee for the MidiCi Proprietary System Software Package is non-refundable and you~~ You will begin paying the ~~fee~~ Technology Fee 30 days after you sign a lease for your Restaurant We reserve the right to increase or decrease the monthly ~~fee~~ Technology Fee each calendar year in an amount not to exceed 5% We will provide you with a 14 days' prior written notice of any such change

E Royalty Fee In addition to the Initial Franchise Fee, during the term of this Agreement, and any Interim Period, and in consideration of the rights granted to you, you must pay to us a weekly royalty fee equal to 5% of ~~Gross~~ Net Sales (the "Royalty Fee")

F Brand Fee In addition, you must pay to us a weekly brand fee in an amount equal to 2% of ~~Gross~~ Net Sales (the "Brand Fee") These Brand Fees are ~~not held by us in trust and become our property to be spent in accordance with Section 8 A of this Agreement~~contribution to the Brand Fund

G Local Marketing Fee You must pay to us, to a Local Marketing Fund that we manage, a weekly Local Marketing Fee in an amount equal to the greater of 2% of ~~Gross~~ Net Sales and~~$20,000~~ $20,000 per year (the "Local Marketing Fee") We will reimburse you on a monthly basis from this Local Marketing Fund for your expenditures on approved local advertising, marketing and promotions You must submit substantiation of your expenditures in order to be reimbursed In no event will you be reimbursed in an amount in excess of your contributions to the Local Marketing Fund We reserve the right to contribute the Local Marketing Fee to a local advertising cooperative if one is established pursuant ~~to Section 8 E~~, in which event you will no longer be reimbursed for your local advertising expenditures

H Computations and Remittances Except for the Initial Franchise Fee, Development Services Fee and Technology Fee, you must compute all amounts due and owing at the end of each weekly period from Sunday to Saturday and remittance for ~~the amounts~~ Royalty Fee, Brand Fee and Local Marketing Fee must be made to us on or before Friday of the following week, accompanied by the reports required ~~by Section 9 J of~~ under this Agreement. The Technology Fee is due on a monthly basis by the 5th day of each month We reserve the right to change the reporting day of the week for any or all amounts You must certify the computation of the amounts in the manner and form we specify, and you must supply to us any supporting or supplementary materials as we reasonably require to verify the accuracy of remittances You waive any and all existing and future claims and offsets against any amounts due under this Agreement, which amounts you must pay when due We have the right to apply or cause to be applied against amounts due to us any amounts that we may hold from time to time on your behalf or that we owe to you

If a state or local law applicable to your Restaurant prohibits or restricts in any way your ability to pay Royalty Fees, Local Marketing Fund Fees and Brand Fees or other amounts based on Net Sales derived from the sale of alcoholic beverages at the Restaurant, then the percentage rate for calculating such fees shall be increased, and the definition of Net Sales shall be changed to exclude sales of alcoholic beverages, so that the fees to be paid by you shall be equal to the amounts you would have had to pay if sales from alcoholic beverages were included in Net Sales. For example, if you generated $15,000 in Net Sales, of which $5,000 is from the sale of alcoholic beverages, then your weekly Royalty Fee is $750 (5% x $15,000). If you are not permitted by law to pay Royalty Fees on the sale of alcoholic beverages, then we must recalculate your royalty percentage so that you still pay the full Royalty Fee that you would pay us if this law did not exist. In the above example, we must deduct $5,000 from the Net Sales and raise your royalty percentage to 7.5% so that we may collect the same $750 Royalty Fee from you ($15,000 - $5,000 = $10,000 x 7.5% = $750).

I Electronic Transfer of Funds You must sign an electronic transfer of funds authorization, attached as Schedule ~~D~~C, to authorize and direct your bank or financial institution to transfer electronically, on a weekly basis, the Royalty Fee and Local Marketing Fee, Brand Fee directly to our account and to charge to your account all amounts due to us You will pay us the Technology Fee on a monthly basis via electronic transfer You must maintain a balance in your account sufficient to allow us to collect the amounts owed when due You are responsible for any penalties, fines or other similar expenses associated with the transfer of funds described in this Section

J Interest Charges, Late Fees Any and all amounts that you owe to us will bear interest at the rate of 18% per annum or the maximum contract rate of interest permitted by governing law, whichever is less, from and after the date of accrual In addition to interest charges on late Royalty Fee and Brand Fee payments, you must pay to us a service charge of 10% of the delinquent amount for each delinquent report or payment that you owe to us under this Agreement A payment is delinquent for any of the following reasons (i) we do not receive the payment on or before the date due, or (ii) there are insufficient funds in your bank account to collect the total payment by a transfer of funds on or after the date due The service charge is neither interest nor a penalty, it is only to compensate us for increased administrative and management costs due to late payment

K Financial Planning and Management You must keep books and records and submit reports as we periodically require, including but not limited to a monthly profit plan, monthly balance sheet and monthly statement of profit and loss, records of prices and special sales, check registers, purchase records, invoices, sales summaries and inventories, sales tax records and returns, payroll records, cash disbursement journals and general ledgers, all of which accurately reflect the operations and condition of your Restaurant operations You must compile, keep and submit to us the books, records and reports on the forms and using the methods of bookkeeping and accounting as we periodically may prescribe The records that you are required to keep for your Restaurant must include detailed daily sales, cost of sales, and other relevant records or information maintained in an electronic media format and methodology we approve You must provide this information to us according to reporting formats, methodologies and time schedules that we establish from time to time You also must preserve and retain the books, records and reports for not less than five years You must allow us electronic and manual access to any and all records relating to your Restaurant

L Reports and Audit Within ten days after the end of each month, you must submit to us a report of your ~~Gross~~ Net Sales with respect to the preceding month in the form and content as we periodically prescribe. The report must include, but not be limited to, the following information for the preceding month ~~in the form and content as we periodically prescribe The report must include, but not be limited to, the following information for the preceding month~~ (i) amount of ~~Gross~~ Net Sales and gross receipts of the Restaurant amount of sales tax and the computation of the Royalty Fee~~-~~, Local Marketing Fees and the Brand Fee, (ii) quantities of products purchased and the sources from which each were obtained, (iii) copies of your most recent sales tax return, sales summary and monthly balance sheet and statement of profit and loss, including a summary of your costs for utilities, labor, rent and other material cost items (iv) if requested by us to verify your ~~Gross~~ Net Sales, all such books and records as we may require under our audit policies published from time to time You also must, at your expense, submit to us within 90 days after the end of each fiscal year a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year We may require that the annual financial statements be reviewed by a certified public accountant You must certify all reports to be true and correct You acknowledge and agree that we have the right to impose these requirements on you regardless of whether we impose the same requirement on our other franchisees

We or our authorized representative have the right at all times during the business day to enter the premises where your books and records relative to the Restaurant are kept and to evaluate, copy and audit such books and records We also have the right to request information from your suppliers and vendors If any such evaluation or audit reveals any understatement of 2% or more of your ~~Gross~~ Net Sales, you must pay for the audit, and in addition to any other rights we may have, we have the right to conduct further periodic audits and evaluations of your books and records as we reasonably deem necessary and any further audits and evaluations for up to three years thereafter will be at your sole expense, including, without limitation, professional fees, travel, and room and board expenses directly related thereto Furthermore, if you intentionally understate or underreport ~~Gross~~ Net Sales at any time, or if a subsequent audit or evaluation conducted within the three-year period reveals any understatement of your ~~Gross~~ Net Sales of 2% or more, in addition to any other remedies provided for in this Agreement, at law or in equity, we have the right to terminate this Agreement immediately In order to verify the information that you supply, we have the right to reconstruct your sales through the inventory extension method or any other reasonable method of analyzing and reconstructing sales You agree to accept any such reconstruction of sales unless you provide evidence in a form satisfactory to us of your sales within a period of 14 days from the date of notice of understatement or variance You must fully cooperate with us or our representative in performing these activities and any expenses incurred by us from your lack of cooperation shall be reimbursed by you

We will keep your financial books, records and reports confidential, unless the information is requested by tax authorities or used as part of a legal proceeding or in a manner as set forth in Section 11 D 8 or where your information is grouped with similar information from other MidiCi Restaurants to produce shared results such as high-low ranges or average gross sales or expenses on a system-wide or regional basis

YOUR OTHER OBLIGATIONS, NONCOMPETE COVENANTS

10 You agree to comply with the following terms and conditions

A Payment of Debts You agree to (i) pay promptly when due all payments, obligations, assessments and taxes due and payable to us and our vendors, suppliers, lessors, federal, state or local governments, or creditors in connection with your business, (ii) promptly and timely discharge and satisfy all liens and encumbrances of every kind and character created or placed upon or against any of the property used in connection with the Restaurant or business, and (iii) promptly and timely pay and satisfy all accounts and other indebtedness of every kind incurred by you in operating the Restaurant or business If you default in making any such payment, we are authorized, but not required, to pay the same on your behalf and you agree promptly to reimburse us on demand for any such payment

B Indemnification You waive all claims against us for damages to property or injuries to persons arising out of the operation of your Restaurant You must fully protect, indemnify and hold us and our owners, directors, officers, insurers, successors and assigns harmless from and against any and all claims, demands, damages and liabilities of any nature whatsoever arising in any manner, directly or indirectly, out of or in connection with or incidental to the operation of your Restaurant (regardless of cause or any concurrent or contributing fault or negligence of us) or any breach by you or your failure to comply with the terms and conditions of this Agreement We also reserve the right to select our own legal counsel to represent our interests, and you must reimburse us for all our costs and all attorneys' fees immediately upon our request as they are incurred It is the intention of the parties to this Agreement that we shall not be deemed a joint employer with you for any reason, however, if we incur any liability, cost, loss or damage as a result of any actions or omissions of you or your employees, including any that relate to any party making a finding of any joint employer status, you will fully indemnify us for any such liability, cost, loss or damage

~~We waive all claims against you for damages to property or injuries to persons arising out of the operation of our company-owned restaurants We must fully protect, indemnify and defend you and your affiliates and hold you and them harmless from and against any and all claims, demands, damages and liabilities of any nature whatsoever arising in any manner directly or indirectly out of or in connection with or incidental to the operation of our company-owned Restaurants (regardless of cause or any concurrent or contributing fault or negligence of you) or any breach by us or our failure to comply with the terms and conditions of this Agreement~~

C Insurance You must purchase and maintain in full force and effect, at your expense insurance that insures both you and us, and any other persons we designate by name You must obtain your insurance from the source we designate The insurance policy or policies must be written in accordance with the standards and specifications (including minimum coverage amounts) set forth in writing by us from time to time, and, at a minimum, must include the following (except as different coverages and policy limits may be specified for all franchisees from time to time in writing) (i) "special" causes of loss coverage forms (sometimes called "All Risk Coverage" or "All Peril Coverage") on the Restaurant, Restaurant improvements and all furniture, fixtures, equipment, supplies and other property used in the operation of the Restaurant, for full repair and replacement value, except that an appropriate deductible clause is permitted, (ii) business interruption insurance covering a minimum of 12 months loss of income, including coverage for our Royalty Fees (for example, in the event of a fire or destruction of the premises, the insurance must cover your average Royalty Fee payments to us (based on the previous 12- month timeframe, or if the Restaurant has been in operation for a shorter timeframe, such total operating timeframe for the Restaurant) during the rebuilding process), (iii) comprehensive general liability insurance, including product liability insurance and contractual liability insurance, (iv) workers' compensation insurance covering all of your employees, (v) liquor liability insurance, (vi) motor vehicle insurance, (vii) umbrella liability insurance which also includes employers liability, (viii) "Per Location" aggregate limits when multiple MidiCi Restaurant locations are insured under one comprehensive general liability and umbrella liability policy(cies), (ix) MidiCi Group LLC named as an additional insured on all liability policies required by this Section, (x) severability of interests and/or separation of insureds provisions must be included in the liability policies and all policies must be primary and non-contributing with any insurance policy carried by MidiCi Group LLC, and (xi) any other such insurance coverages or amounts as required by law or other agreement related to the Restaurant

The insurance coverages referenced above must commence as of the date you sign a lease or purchase agreement for the Authorized Location You must deliver to us at commencement and annually or at our request a proper certificate evidencing the existence of such insurance coverage and your compliance with the provisions of this Section The insurance certificate must show our status as an additional insured and provide that we will be given 30 days' prior written notice of a material change in or termination or cancellation of the policy We also may request copies of all policies We may from time to time modify the required minimum limits and require additional insurance coverages, by providing written notice to you, as conditions require, to reflect changes in relevant circumstances, industry standards, experiences in the MidiCi system, standards of liability and higher damage awards If you do not procure and maintain the insurance coverage required by this Agreement, we have the right, but not the obligation, to procure such insurance coverage on your behalf and to charge the costs to you, together with a reasonable fee for the expenses we incur in doing so You must pay these amounts to us immediately upon written notice Regardless of the amount or type of insurance we require, it shall be your responsibility to maintain adequate insurance coverage at all times during the term and after the expiration or termination of this Agreement. Your failure to maintain coverage shall not relieve you of any contractual responsibility, obligation or liability under this Agreement

D Noncompete Covenants You agree that you will receive valuable training, Confidential Information and goodwill that you otherwise would not have received nor had access to but for the rights licensed to you under this Agreement You therefore agree to the following noncompetition covenants

1 Unless otherwise specified, the term "you" as used in this Section 10 D includes, collectively and individually, all Operating Partners, guarantors, officers, directors, members, managers, partners, as the case may be, and holders of any ownership interest in you We may require you to obtain from your manager and other individuals identified in the preceding sentence a signed non-compete agreement in a form satisfactory to us that contains the non-compete provisions of this Section 10 D

2 You covenant that during the term of this Agreement and during any Interim Period you will not, except as we otherwise agree to in writing, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, consult with or have any interest in any Competing Business (as defined below)

3 You covenant that you will not, for a period of two years after the expiration or termination of this Agreement, or after the expiration of any Interim Period, regardless of the cause of termination, or within two years of the sale of the Restaurant or any interest in you, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, consult with or have any interest in a Competing Business that is located (i) at the premises of the former Restaurant, (ii) within 25 miles of the former Restaurant, or (iii) within 25 miles of any other MidiCi Restaurant.~~a At the premises~~

~~b Within 25 miles of the former Restaurant, or~~
~~c Within 25 miles of any other business or restaurant using the MidiCi System, whether franchised or owned by us~~

For purposes of this Section 10 D, a "Competing Business" means and includes any business where 10% or more of its sales include the sale of pizza

4 You agree that the length of time in paragraph 3 of this Section 10 D will be tolled for any period during which you are in breach of the covenants or any other period during which we seek to enforce this Agreement The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement

5. You and any guarantor of this Agreement acknowledge and confirm that the length of the term and geographical restrictions contained in this Section are fair and reasonable and not the result of overreaching, duress or coercion of any kind. You acknowledge and confirm that your and their full, uninhibited and faithful observance of each of the covenants contained herein will not cause any undue hardship, financial or otherwise, and that enforcement of each of the covenants contained in this Section 10.D will not impair your or their ability to obtain employment commensurate with their respective abilities and on terms fully acceptable to you or them or otherwise to obtain income required for your or their comfortable support and, if such person is an individual, his or her family, and the satisfaction of the needs of his or her creditors.

6. You acknowledge that to disregard the provisions of Sections10.D would

effectively foreclose us from selling other franchises and you could be unjustly enriched and unfairly derive benefit from the goodwill of and training you receive from us. Moreover, our franchisees and the MidiCi Restaurants could be severely disadvantaged if you compete against them using the Marks or other Confidential Information. We intend to restrict your activities under Sections 10.D of this Agreement only to the extent necessary for the protection of our, our affiliates' and our franchisees' legitimate business interests. Each of the foregoing covenants will be construed as severable and independent and will be interpreted and applied consistent with the requirements of reasonableness and equity. In addition to any other remedies available at law or equity, we will have the right to injunctive relief for you violation or threatened violation of any covenant described in Sections 10.D and 6.J. The terms of this non-compete are assignable by us and will inure to our benefit, as well as our successors and assigns. In the event of any assignment, sale, merger or change in our ownership or structure, the resulting entity will step into our place, without any additional consent of or notice to you, as if the term "us" was defined in this Agreement to include such entity.

TRANSFER OF FRANCHISE

11 You agree that the following provisions govern any transfer or proposed transfer

A Transfers We have entered into this Agreement with specific reliance upon your financial qualifications, experience, skills and managerial qualifications as being essential to the satisfactory operation of the Restaurant Consequently, neither your interest in you or your interest in this Agreement nor in the Restaurant may be transferred or assigned to or assumed by any other person or entity (the "assignee"), in whole or in part, unless you have first tendered to us the right of first refusal to acquire this Agreement in accordance with Section 11 F, and, if we do not exercise such right, unless our prior written consent is obtained, the transfer fee provided for in Section 11 C is paid, and the transfer conditions described in Section 11 D are satisfied Any sale (including installment sale), lease, pledge, management agreement, contract for deed, option agreement, assignment, bequest, gift or otherwise, or any arrangement pursuant to which you turn over all or part of the daily operation of the business to a person or entity who shares in the losses or profits of the business in a manner other than as an employee will be considered a transfer for purposes of this Agreement Specifically, but without limiting the generality of the foregoing, the following events constitute a transfer and you must comply with the right of first refusal, consent, transfer fee, and other transfer conditions in this Section 11. The voluntary or involuntary, direct or indirect, assignment, sale, gift, conveyance, lease or other disposition of an interest in this Agreement, you or the Restaurant, including, (a) transfer of any capital stock, partnership interest, limited liability company interest or other ownership interest, (b) merger, consolidation, reorganization, business combination or other issuance of additional stock or ownership interests, (c) transfer in bankruptcy or dissolution of marriage or otherwise by operation of law or by order of court, (d) transfer to a personal representative upon disability or transfer upon the death of a Principal Operator, (e) the grant or creation of any lien or encumbrance on any ownership interest or asset, (f) the grant of any option, call, warrant, conversion rights or rights to acquire any equity or voting interest, (g) assignment of contract rights, or (h) sale of assets (including the inventory, furniture, fixtures, equipment and other operating assets of the Restaurant, other than in ordinary course of business).

~~must comply with the right of first refusal, consent transfer fee, and other transfer conditions in this Section 11~~

~~1 Any change, pledge or seizure of any ownership interest in you that affects the ownership of 25% or more of you, or~~

~~2 Any change in the general partner of a franchisee that is a general,~~

~~limited or other partnership entity, or~~

~~In the event of your insolvency or the filing of any petition by or against you under any provisions of any bankruptcy or insolvency law, if your legal representative, successor, receiver or trustee desires to succeed to your interest in this Agreement or the business conducted hereunder, such person first must notify us, tender the right of first refusal provided for in Section 11 F, and if we do not exercise such right, must apply for and obtain our consent to the transfer, pay the transfer fee provided for in Section 11 C, and satisfy the transfer conditions described in Section 11 D In addition, you or the assignee must pay the attorneys' fees and costs that we incur in any bankruptcy or insolvency proceeding pertaining to you~~

You may not place in, on or upon the location of the Restaurant, or in any communication media or any form of advertising, any information relating to the sale of the Restaurant or the rights under this Agreement, without our prior written consent

B Consent to Transfer We will not unreasonably withhold our consent to a transfer, provided we determine that all of the conditions described in this Section 11 have been satisfied Application for our consent to a transfer and tender of the right of first refusal provided for in Section 11 F must be made by submission of our form of application for consent to transfer, which must be accompanied by the documents (including a copy of the proposed purchase or other transfer agreement) and other required information The application must indicate whether you or an Operating Partner proposes to retain a security interest in the property to be transferred No security interest may be retained or created, however, without our prior written consent and except upon conditions acceptable to us Any agreement used in connection with a transfer will be subject to our prior written approval, which approval will not be withheld unreasonably You immediately must notify us of any proposed transfer and must submit promptly to us the application for consent to transfer Any attempted transfer by you without our prior written consent or otherwise not in compliance with the terms of this Agreement will be void, your interest in this Agreement will be voluntarily abandoned, and it will provide us with the right to elect either to deem you in default and terminate this Agreement or to collect from you and the guarantors a transfer fee equal to two times the transfer fee provided for in Section 11 C

C Transfer Fee You must pay to us a transfer fee in the amount of 50% of our then- current initial franchise fee The transfer fee is nonrefundable even if, for any reason, the proposed transfer does not occur

D Conditions of Transfer We condition our consent to any proposed transfer, whether to an individual, a corporation, a partnership or any other entity upon the following

1 Assignee Requirements The assignee must meet all of our then-current requirements for our MidiCi franchise program we are offering at the time of the proposed transfer and sign our then-current form of franchise agreement and personal guarantee modified to reflect the term remaining under this Agreement

2 Payment of Amounts Owed All amounts owed by you to us or your suppliers or any landlord for the Restaurant premises and Authorized Location, or upon which we have any contingent liability must be paid in full

3 Reports You must have provided all required reports to us in accordance with Sections 9 J and K

4 Modernization You must have complied with the provisions of Section ~~5 E~~ E.

5 Guarantee In the case of an installment sale for which we have consented to you or any Operating Partner retaining a security interest or other financial interest in this Agreement or the business operated hereunder, you or such Operating Partner, and the guarantors, are obligated to guarantee the performance under this Agreement until the final close of the installment sale or the termination of such interest, as the case may be

6 General Release You, each Operating Partner and each guarantor must sign a general release of all claims arising out of or relating to this Agreement, your Restaurant or the parties' business relationship, in the form we designate, releasing us

7 Training The assignee must, at your or assignee's expense, comply with the training requirements of Section 7 B

8 Financial Reports and Data We have the right to require you to prepare and furnish to assignee and/or us such financial reports and other data relating to the Restaurant and its operations reasonably necessary or appropriate for assignee and/or us to evaluate the Restaurant and the proposed transfer You agree that we have the right to confer with proposed assignees and furnish them with information concerning the Restaurant and proposed transfer without being held liable to you, except for intentional misstatements made to an assignee Any information furnished by us to proposed assignees is for the sole purpose of permitting the assignees to evaluate the Restaurant and proposed transfer and must not be construed in any manner or form whatsoever as a financial performance representation or claims of success or failure

9 Other Conditions You must have complied with any other conditions that we reasonably require from time to time as part of our transfer policies

E Death, Disability or Incapacity If any individual who is an Operating Partner dies or becomes disabled or incapacitated and the decedent's or disabled or incapacitated person's heir or successor-in-interest wishes to continue as an Operating Partner, such person or entity must apply for our consent under Section 11 B, pay the applicable transfer fee under Section 11 C, and satisfy the transfer conditions under Section 11 D, as in any other case of a proposed transfer, all within 180 days of the death or event of disability or incapacity During any transition period to an heir or successor-in-interest, the Restaurant still must be operated in accordance with the terms and conditions of this Agreement If the assignee of the decedent or disabled or incapacitated person is the spouse or child of such person, no transfer fee will be payable to us and we will not have a right of first refusal as set forth in Section 11 F

F Right of First Refusal If you propose to transfer or assign this Agreement or your interest herein or in you or the business, in whole or in part, to any third party, including, without limitation, any transfer contemplated by Section 11 E or any transfer described in Section 11 A, you first must offer to sell to us your interest under the same terms In the event of a bona fide offer from such third party, you must obtain from the third-party offeror and deliver to us a statement in writing, signed by the offeror and by you, of the terms of the offer If the proposed transfer results from a transfer under Sections 11 A 1 or 11 A 2, or your insolvency or the filing of any petition by or against you under any provisions of any bankruptcy or insolvency law, you first must offer to sell to us your interest in this Agreement and the land, building, equipment, furniture and fixtures, and any leasehold interest used in the operation of your Restaurant Unless otherwise agreed to in writing by us and you, the purchase price for our purchase of assets in the event of a transfer that occurs by a transfer under Sections 11 A 1 through 11 A 2 or insolvency or bankruptcy filing will be established by a qualified appraiser selected by the parties and in accordance with the price determination formula established in Section 14 B (the formula that excludes the value of any goodwill of the business) in connection with an asset purchase upon expiration or termination of this Agreement In addition, unless otherwise agreed to in writing by us and you, the transaction documents, which we will prepare, will be those customary for this type of transaction and will include representations and warranties then customary for this type of transaction If the parties cannot agree upon the selection of such an appraiser, a Judge of the United States District Court for the District in which the Authorized Location is located will appoint one upon petition of either party

You or your legal representative must deliver to us a statement in writing incorporating the appraiser's report and all other information we have requested We then have 30 days from our receipt of the statement setting forth the third-party offer or the appraiser's report and other requested information to accept the offer by delivering written notice of acceptance to you Our acceptance of any right of first refusal will be on the same price and terms set forth in the statement delivered to us, provided, however, we have the right to substitute equivalent cash for any noncash consideration included in the offer If we fail to accept the offer within the 30-day period, you will be free for 90 days after such period to effect the disposition described in the statement delivered to us, provided such transfer is in accordance with this Section 11 You may effect no other sale or assignment of you, this Agreement or the business without first offering the same to us in accordance with this Section 11 F

G Transfer by Us We have the right to sell or assign, in whole or in part, our interest in this Agreement and we will be relieved of all liability under this Agreement, and all rights and obligations shall accrue to the successor or assignee In addition, we may assign certain of our obligations or duties under this Agreement to a sub-franchisor or area developer For example, a sub-franchisor or area developer may assist us with or provide training or ongoing supervision to our franchisees

DISPUTE RESOLUTION

12 The following provisions apply with respect to dispute resolution

A Mediation Before any party may bring an action in court or commence an arbitration proceeding (except as noted in Section 12 C below), the parties must first meet to mediate the dispute The mediation will be held in the city in which our headquarters are located at the time of the mediation Any such mediation will be non-binding and conducted by the American Arbitration Association in accordance with its then-current rules for mediation of commercial disputes

B Arbitration If not resolved through mediation within 30 days or if one party refuses to participate in mediation, and except as qualified below, any dispute between you and us or any of our or your affiliates arising under, out of, in connection with or in relation to this Agreement, the parties' relationship, or your Restaurant or Authorized Location must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be determined by arbitration administered by the American Arbitration Association pursuant to its then-current commercial arbitration rules and procedures Any arbitration must be on an individual basis and the parties and the arbitrator will have no authority or power to proceed with any claim as a class action or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties If a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then this entire commitment to arbitrate will become null and void and the parties must submit all claims to the jurisdiction of the courts The arbitration must take place in the city where our headquarters is located at the time of the dispute The arbitrator must follow the law and not disregard the terms of this Agreement The arbitrator must have at least 5 years of significant experience in franchise law A judgment may be entered upon the arbitration award by any state or federal court in the state where we maintain our headquarters or the state where your Restaurant is located The decision of the arbitrator will be final and binding on all parties to the dispute, however, the arbitrator may not under any circumstances (1) stay the effectiveness of any pending termination of this Agreement, (2) assess punitive or exemplary damages, or (3) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set

C Exceptions to Arbitration Notwithstanding Section 12 B, the parties agree that the following claims will not be subject to arbitration

1 any action for declaratory or equitable relief, including, without limitation, seeking preliminary or permanent injunctive relief, specific performance, other relief in the nature of equity to enjoin any harm or threat of harm to such party's tangible or intangible property, brought at any time, including, without limitation, prior to or during the pendency of any arbitration proceedings initiated hereunder, and

2 any action in ejectment or for possession of any interest in real or personal property

D Attorneys' Fees The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement, any lease or sublease for the Restaurant or Authorized Location, or the business will be entitled to recover its reasonable attorneys' fees and costs

DEFAULT AND TERMINATION

13 The following provisions apply with respect to default and termination

A Defaults You are in default if we determine that you or any Operating Partner or guarantor has breached any of the terms of this Agreement or any other agreement between you and us, which without limiting the generality of the foregoing includes making any false report to us, intentionally understating or underreporting or failure to pay when due any amounts required to be paid to us, conviction of you, an Operating Partner, or a guarantor of (or pleading no contest to) any misdemeanor that brings or tends to bring any of the Trademarks into disrepute or impairs or tends to impair your reputation or the goodwill of any of the Trademarks or the Restaurant, any felony, filing of tax or other liens that may affect this Agreement, voluntary or involuntary bankruptcy by or against you or any Operating Partner or guarantor, insolvency, making an assignment for the benefit of creditors or any similar voluntary or involuntary arrangement for the disposition of assets for the benefit of creditors

B Termination by Us We have the right to terminate this Agreement in accordance with the following provisions

1 Termination After Opportunity to Cure Except as otherwise provided in this Section 13 B or elsewhere in the Agreement (i) you will have 30 days from the date of our issuance of a written notice of default to cure any default under this Agreement, other than a failure to pay amounts due or submit required reports, in which case you will have ten days to cure those defaults, (ii) your failure to cure a default within the 30-day or ten-day period will provide us with good cause to terminate this Agreement, (iii) the termination will be accomplished by mailing or delivering to you written notice of termination that will identify the grounds for the termination, and (iv) the termination will be effective immediately upon our issuance of the written notice of termination

2 Immediate Termination With No Opportunity to Cure In the event any of the following defaults occurs, you will have no right or opportunity to cure the default and this Agreement will terminate effective immediately on our issuance of written notice of termination any material misrepresentation or omission in your franchise application, your voluntary abandonment of this Agreement or the Authorized Location, the loss of

your lease, the failure to timely cure a default under the lease, the loss of your right of possession or failure to reopen or relocate~~ under Section 5 D~~, the closing of the Restaurant by any state or local authorities for health or public safety reasons, failure to locate a site for your Restaurant within 24 months after signing this Agreement, failure to complete our initial training program, failure to open your Restaurant within 32 months after signing this Agreement, any unauthorized use of the Confidential Information, insolvency of you, an Operating Partner, or guarantor, you, an Operating Partner, or guarantor making an assignment or entering into any similar arrangement for the benefit of creditors, any default under this Agreement that materially impairs the goodwill associated with any of the Trademarks, conviction of you, any Operating Partners, or guarantors of (or pleading no contest to) any felony regardless of the nature of the charges, or any misdemeanor that brings or tends to bring any of the Trademarks into disrepute or impairs or tends to impair your reputation or the goodwill of the Trademarks or the Restaurant, intentionally understating or underreporting ~~Gross~~ Net Sales, Royalty Fees or Brand Fees or any understatement or 2% variance on a subsequent audit within a 3-year period~~ under Section 9 J~~, violation by you of the provisions of Section 15 P, any unauthorized transfer or assignment in violation of Section 11 or any default by you that is the third same or similar default within any 12-month consecutive period

3 Immediate Termination After No More than 24 Hours to Cure If a default under this Agreement occurs that violates any health, safety or sanitation law or regulation, violates any System standard as to food handling, cleanliness, health and sanitation, or if the operation of the Restaurant presents a health or safety hazard to your customers or to the public (i) you will have no more than 24 hours after we provide written notice of the default to cure the default, and (ii) if you fail to cure the default within the 24 hour period, this Agreement will terminate effective immediately on our issuance of written notice of termination

4 Effect of Other Laws The provisions of any valid, applicable law or regulation prescribing permissible grounds, cure rights or minimum periods of notice for termination of this franchise supersede any provision of this Agreement that is less favorable to you

C Termination by You You may terminate this Agreement as a result of a breach by us of a provision of this Agreement, provided that (i) you provide us with written notice of the breach that identifies the grounds for the breach, and (ii) we fail to cure the breach within 30 days after our receipt of the written notice If we fail to cure the breach, the termination will be effective 30 days after our receipt of your written notice of breach Your termination of this Agreement under this Section will not release or modify your Post-Term obligations under Section 14 of this Agreement

POST-TERM OBLIGATIONS

~~Period~~

14 Upon the expiration or termination of this Agreement, or the expiration of any Interim Period.

A Reversion of Rights, Discontinuation of Trademark Use All of your rights to the use of the Trademarks and all other rights and licenses granted herein and the right and license to conduct business under the Trademarks at the Authorized Location will revert to us without further act or deed of any party All of your right, title and interest in, to and under this Agreement will become our property ~~Upon our demand, you must assign to us or our assignee your remaining interest in any lease then in effect for the Restaurant (although we will not assume any past due obligations)~~ You must immediately comply with the post-term noncompete obligations ~~under Section 10 D~~in this Agreement, cease all use and display of the Trademarks and of any proprietary material (including the Operations Manual) and of all or any portion of point-of-sale materials furnished or approved by us, assign to us all right, title and interest in the telephone numbers for the Restaurant and cancel or assign, at our option, any assumed name rights or equivalent registrations filed with authorities You must pay all sums due to us or our designees and all sums you owe to third parties that have been guaranteed by us You must immediately return to us, at your expense, all copies of the Operations Manual, Confidential Information, and customer lists then in your possession or control or previously disseminated to your employees and continue to comply with the confidentiality provisions~~of Section 6 J You must promptly at your expense and subject to Section 14 B remove or obliterate all Restaurant signage, displays or other materials (electronic or tangible) in your possession at the Authorized Location or elsewhere that bear any of the Trademarks or names or material confusingly similar to the Trademarks and so alter the appearance of the Restaurant as to differentiate the Restaurant unmistakably from duly licensed restaurants identified by the Trademarks If, however, you refuse to comply with the provisions of the preceding sentence within 30 days, we have the right to enter the Authorized Location and remove all Restaurant signage, displays or other materials in your possession at the Authorized Location or elsewhere that bear any of the Trademarks or names or material confusingly similar to the Trademarks, and you must reimburse us for our costs incurred~~ .

Pursuant to the Addendum to Lease and/or the Collateral Assignment of Lease, upon our request you will assign to us any interest that you may have in any lease or sublease for the Authorized Location. We may exercise the option at or within 30 days after either (i) the termination or expiration of the term of this Agreement, or (ii) our receipt of notice by your landlord of its intent to terminate the lease or sublease for the Authorized Location. If we exercise this option, we will have the right, and are hereby empowered, to take possession of the Authorized Location demised by the lease or sublease and expel you from the Authorized Location, after which you will have no further right, title or interest in the lease or sublease. In the event that we do not exercise our option to acquire the lease or sublease for the Authorized Location, you will make such modifications or alterations to the Authorized Location immediately upon the termination or expiration of the term of this Agreement, as we may deem necessary to distinguish the appearance of the Authorized Location from that of other MidiCi Restaurants. In the event you fail or refuse to comply with the requirements of this Section, we or our designees will have the right to enter upon the premises without being guilty of trespass or any other tort for the purposes of making or causing to be made the changes that may be required herein at your expense. You agree to pay us this expense upon demand.

Notwithstanding the foregoing, in the event of expiration or termination of this Agreement (or the expiration of any Interim Period), you will remain liable for your obligations pursuant to this Agreement or any other agreement between you and us that expressly or by their nature survive the expiration or termination of this Agreement

B Purchase Option We have the right to purchase or designate a third party that will purchase all or any portion of the assets of your Restaurant that are owned by you or any of your affiliates, including, without limitation, the land, building, equipment, fixtures, signage, furnishings, supplies, leasehold improvements, and inventory of the Restaurant at a price determined by a qualified appraiser (or qualified appraisers if one party believes it is better to have a real estate appraiser appraise the value of the land and building and a business appraiser appraise the Restaurant's other assets) selected with the consent of both parties, provided we give you written notice of our preliminary intent to exercise our purchase rights under this Section within 30 days after the date of the expiration or termination of this Agreement, or the expiration of any Interim Period If the parties cannot agree upon the selection of an appraiser(s), one or both will be appointed by a Judge of the United States District Court for the District in which the Authorized Location is located upon petition of either party

The price determined by the appraiser(s) will be the reasonable fair market value of the assets based on their continuing use in, as, and for the operation of a MidiCi Restaurant and the appraiser will designate a price for each category of asset (e g , land, building, equipment, fixtures, etc), but shall not include the value of any goodwill of the business, as the goodwill of the business is attributable to the Trademarks and the System

Within 45 days after our receipt of the appraisal report, we or our designated purchaser will identify the assets, if any, that we intend to purchase at the price designated for those assets in the appraisal report We or our designated purchaser and you will then proceed to complete and close the purchase of the identified assets, and to prepare and execute purchase and sale documents customary for the assets being purchased, in a commercially reasonable time and manner We and you will each pay one-half of the appraiser's fees and expenses Our interest in the assets of the Restaurant that are owned by you or your affiliates will constitute a lien thereon and may not be impaired or terminated by the sale or other transfer of any of those assets to a third party Upon our or our designated purchaser's exercise of the purchase option and tender of payment, you agree to sell and deliver, and cause your affiliates to sell and deliver, the purchased assets to us or our designated purchaser, free and clear of all encumbrances, and to execute and deliver, and cause your affiliates to execute and deliver, to us or our designated purchaser a bill of sale therefor and such other documents as may be commercially reasonable and customary to effectuate the sale and transfer of the assets being purchased

If we do not exercise our option to purchase under this Section, you may sell or lease the Restaurant premises to a third party purchaser, provided, that your agreement with the purchaser includes a covenant by the purchaser, which is expressly enforceable by us as a third party beneficiary, pursuant to which the purchaser agrees, for a period of two years after the expiration or termination of this Agreement, or the expiration of any Interim Period, not to use the premises for the operation of a restaurant business that has a menu or method of operation similar to that employed by our company-owned or franchised MidiCi Restaurants

C Claims You and your Operating Partners and guarantors may not assert any claim or cause of action against us relating to this Agreement or the MidiCi business after the shorter period of the applicable statute of limitations or one year following the effective date of termination of this Agreement, provided that where the one-year limitation of time is prohibited or invalid by or under any applicable law, then and in that event no suit or action may be commenced or maintained unless commenced within the applicable statute of limitations

GENERAL PROVISIONS

15 The parties agree to the following provisions

A Severability If one or more clauses of this Agreement be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement will be valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses It is the intent and expectation of each of the parties that each provision of this Agreement will be honored, carried out and enforced as written Consequently, each of the parties agrees that any provision of this Agreement sought to be enforced in any proceeding must, at the election of the party seeking enforcement and notwithstanding the availability of an adequate remedy at law, be enforced by specific performance or any other equitable remedy

B Waiver/Integration No waiver by us of any breach by you, nor any delay or failure by us to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights with respect to that or any other or subsequent breach Subject to our rights to modify the Schedules and/or standards and as otherwise provided herein, this Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by you and us

This Agreement together with all schedules, addenda and appendices to this Agreement constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations and agreements Nothing in this Agreement or in any related agreement is intended to disclaim the representations we made in the Franchise Disclosure Document we furnished to you

You acknowledge that you are entering into this Agreement as a result of your own independent investigation of our franchised business and not as a result of any representations about us made by our shareholders, officers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus, or other similar document required or permitted to be given to you pursuant to applicable law

~~1 If intended for us, addressed to MidiCi Group LLC 17555 Ventura Boulevard, Suite 200 Encino, California 91316,~~

~~2 If, and addressed as follows~~

C Notices Except as otherwise provided in this Agreement, any notice, demand or communication provided for herein must be in writing and signed by the party serving the same and either delivered personally or by a reputable overnight service and effective upon delivery or deposited in the United States mail, service or postage prepaid, and if such notice is a notice of default or termination, by registered or certified mail it is effective 3 days after it was put in the mail Any notice, if intended for us, must be addressed to us at the address on the cover sheet of this Agreement and if intended for you, addressed to you at the address set forth on the Data Sheet or at the Authorized Location, or, ~~Data Sheet or at the Authorized Location, or~~ in either case, to such other address as may have been designated by written notice to the other party ~~Notices for purposes of this Agreement will be deemed to have been received if mailed or delivered as provided in this Section~~

D Authority Any modification, consent, approval, authorization or waiver granted hereunder required to be effective by signature will be valid only if in writing executed by you or, if on behalf of us, in writing executed by our President or one of our authorized Vice Presidents

E References If the franchisee is 2 or more individuals, the individuals are jointly and severally liable, and references to you in this Agreement include all of the individuals Headings and captions contained herein are for convenience of reference and may not be taken into account in construing or interpreting this Agreement

F Guarantee Your spouse and all persons owning any interest in Franchisee, if Franchisee is a corporation, limited liability company, partnership or other legal entity, must execute the form of undertaking and guarantee at the end of this Agreement Any person or entity that at any time after the date of this Agreement becomes an owner of Franchisee pursuant to the provisions of Section 11 or otherwise must execute the form of undertaking and guarantee at the end of this Agreement

G Successors/Assigns Subject to the terms of Section 11 hereof, this Agreement is binding upon and inures to the benefit of the administrators, executors, heirs, successors and assigns of the parties

H Interpretation of Rights and Obligations The following provisions apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement, and the relationship between the parties

1 Applicable Law ~~and~~ , Waiver and Jurisdiction Subject to our rights under

federal trademark laws and the parties' rights under the Federal Arbitration Act in accordance with Section 12 of this Agreement, the parties' rights under this Agreement, and the relationship between the parties is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the state where your Restaurant is located ~~Subject to the requirement to mediate and arbitrate, we may institute any action arising out of or relating to this Agreement in any state or federal court of general jurisdiction in the state and city in which our headquarters are located, and you and your guarantors irrevocably submit to this jurisdiction or to the jurisdiction or venue in those courts If you institute any action arising out of or relating to this Agreement, such suit must be brought in the state or federal court where our headquarters are located, unless said court will not accept jurisdiction over the case.~~

2 Our Rights Whenever this Agreement provides that we have a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review We have the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement, although this right does not modify the requirements of Section 5 E and other express limitations set forth in this Agreement

3 Our Reasonable Business Judgment Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise Reasonable Business Judgment in making our decision or exercising our rights Our decisions or actions will be deemed to be the result of "Reasonable Business Judgment", even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes our financial or other individual interest Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Trademarks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System

I Venue Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties that is not subject to arbitration under Section 12, must be brought in the state or federal district court located in the county or district then encompassing our headquarters Both parties hereto irrevocably submit themselves to, and consent to, the jurisdiction of said courts The provisions of this Section will survive the termination of this Agreement You are aware of the business purposes and needs underlying the language of this Section, and with a complete understanding thereof, agree to be bound in the manner set forth

J Jury Waiver All parties hereby waive any and all rights to a trial by jury in connection with the enforcement or interpretation by judicial process of any provision of this Agreement, and in connection with allegations of state or federal statutory violations, fraud, misrepresentation or similar causes of action or any legal action initiated for the recovery of damages for breach of this Agreement

K Waiver of Punitive Damages You and your affiliates and we agree to waive, to the fullest extent permitted by law, the right to or claim for any punitive or exemplary damages against the other and agree that in the event of any dispute between them, each will be limited to the recovery of actual damages sustained

L Relationship of the Parties You and we are independent contractors Neither party is the agent, legal representative, partner, subsidiary, joint venturer or employee of the other Neither party may obligate the other or represent any right to do so This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence Without limiting the generality of the foregoing, we shall have no liability in connection with or related to the products or services rendered to you by any third party, even if we required, approved or consented to the product or service or designated or approved the supplier

M Force Majeure In the event of any failure of performance of this Agreement according to its terms by any party, the same will not be deemed a breach of this Agreement if it arose from a cause beyond the control of and without the negligence of said party Such causes include, but are not limited to, strikes, wars, riots and acts of government except as may be specifically provided for elsewhere in this Agreement

N Adaptations and Variances Complete and detailed uniformity under many varying conditions may not always be possible, practical, or in the best interest of the System Accordingly, we have the right to vary the Menu Items and other standards, specifications, and requirements for any franchised restaurant or franchisee based upon the customs or circumstances of a particular franchise or operating agreement, site or location, population density, business potential, trade area population, existing business practice, competitive circumstance or any other condition that we deem to be of importance to the operation of such restaurant, franchisee's business or the System We are not required to grant to you a like or other variation as a result of any variation from standard menus, specifications or requirements granted to any other franchisee You acknowledge that you are aware that our other franchisees operate under a number of different forms of agreement that were entered into at different times and that, consequently, the obligations and rights of the parties to other agreements may differ materially in certain instances from your rights and obligations under this Agreement

O Notice of Potential Profit We may from time to time make available to you or require you to purchase goods, products and/or services for use in your Restaurant on the sale of which we may make a profit Further, we may from time to time receive consideration from suppliers and/or manufacturers in respect to sales of goods, products or services to you or in consideration of services rendered or rights licensed to such persons You agree that we are entitled to said profits and/or consideration

P Interference with Employment Relations During the term of this Agreement, or during any Interim Period, neither we nor you may employ or seek to employ, directly or indirectly, any person who is at the time or was at any time during the prior 6 months employed in any type of managerial position by the other party or any of its affiliates, or by any franchisee in the system, unless the violating party compensates the former employer for all costs and expenses incurred in losing and replacing the employee up to a maximum of $25,000, plus attorneys' fees and expenses This Section will not be violated if (i) at the time we or you employ or seek to employ the person, the former employer has given its written consent or (ii) we employ or seek to employ the person in connection with the transfer of the Restaurant to us The parties acknowledge and agree that any franchisee from whom an employee was hired by you in violation of this Section shall be a third- party beneficiary of this provision, but only to the extent they may seek compensation from you

Q Effective Date We will designate the "Effective Date" of this Agreement in the space provided on the Data Sheet If no Effective Date is designated on the Data Sheet, the Effective Date is the date when we sign this Agreement
~~However, as described in Section 5 A, you do not have the right to, and may not, open and commence operation of a Restaurant at the Authorized Location until we notify you that you have satisfied all of the pre-opening conditions set forth in this Agreement~~

R Anti-Terrorism Provision You and each Operating Partner represent and warrant to us that (a) neither you nor any Operating Partner is named, either directly or by an 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 currently located at www treas gov/offices/enforcement/ofac/, (b) you and each Operating Partner will take no action that would constitute a violation of any applicable laws against corrupt business practices, against money laundering and against facilitating or supporting persons or entities who conspire to commit acts of terror against any person or entity, including as prohibited by the U S Patriot Act (currently located at www epic org/privacy/terrorism/hr3162 html), U S Executive Order 13244 (currently located at www treas gov/offices/enforcement/ ofac/sanctions/terrorism html) or any similar laws, and (c) you and each Operating Partner shall immediately notify us 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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement on the dates written ~~below~~above

Franchisor MidiCi Group LLC

By ______________________________

~~Amit Y Kleinberger~~MJ Kwon

Its, Senior Director Franchise Development

~~Its Chief Executive Officer~~

Franchisee ______________________________

By ______________________________

Printed Name ______________________________

Its ______________________________

By ______________________________

Printed Name ______________________________

Its ___________________________________

Schedule A to the Franchise Agreement

Data Sheet

1 **Franchisee** ______________________

____

____

____

2 **Operating Partner** You represent and warrant to us that the following person or entity, and only the following person or entity, will be your Operating Partner

Name	Home Address	Percentage of Ownership

3 **Authorized Location** ~~As stated in Section 2 A of the Franchise Agreement the~~ The Authorized Location is ______________________

____

4 **Designated Territory** ~~As stated in Section 2 A of the Franchise Agreement, the~~ The Designated Territory under this Agreement shall mean ______________________

____

____

Effective Date ______________

[SIGNATURE PAGE TO FOLLOW]

~~[Signatures on following page]~~

By signing below you acknowledge that the Authorized Location noted above was chosen and approved by you

Franchisor MidiCi Group LLC

By ________________________________

~~Amit Y Kleinberger~~MJ Kwon

Its. Senior Director Franchise Development

~~Its Chief Executive Officer~~

Franchisee ________________________________

By ________________________________

Printed Name ________________________________

Its ________________________________

By ________________________________

Printed Name ________________________________

Its ________________________________

Schedule B to the Franchise Agreement

~~**Trademarks**~~

~~You have the right to use the following Trademarks in accordance with the terms of the Franchise Agreement~~

~~**Mark**~~	~~**App No**~~	~~**App Date**~~	~~**Reg No**~~	~~**Reg Date**~~
~~MIDICI~~	~~86/072,334~~	~~9/23/2013~~	~~4,777,889~~	~~7/21/2015~~
	~~86/276,599~~	~~5/9/2014~~	~~4,809,619~~	~~9/8/2015~~
	~~86/717,079~~	~~8/6/2015~~	~~Pending~~	~~Pending~~
~~PEOPLE ARE THE BEST THING THAT CAN HAPPEN TO ANYONE~~	~~86/635,531~~	~~5/20/2015~~	~~Pending~~	~~Pending~~
~~WE BRING FRIENDS TOGETHER~~	~~86/542,544~~	~~2/23/2015~~	~~Pending~~	~~Pending~~

~~We may amend this Schedule B from time to time in order to make available additional Trademarks or to delete those Trademarks that become unavailable You agree to use only those Trademarks that are then currently authorized by us~~

~~The Trademarks must be used only in the manner that we specify No deviations will be permitted~~

~~Schedule C to the Franchise Agreement~~

Addendum to Lease

This Addendum to Lease ("Addendum"), dated ____________, 20__

~~, 20~~

, is entered into between ____________________("Landlord") and ____________________ ("Tenant").

RECITALS

~~("Tenant")~~

~~R E C I T A L S~~

The parties have entered into a Lease Agreement, dated ________, 20__

~~, 20~~

(the "Lease), pertaining to the premises located at ______________________________(the "Premises")

The Landlord acknowledges that Tenant intends to operate a MidiCi Restaurant (the "Restaurant") from the Premises pursuant to Tenant's Franchise Agreement with MidiCi Group LLC ("Franchisor") dated ________________

~~("Franchisor") dated~~

(the "Franchise Agreement"), whereby Tenant will utilize the MidiCi name and other MidiCi trademarks, logos, symbols and trade names as Franchisor may designate in the operation of the Restaurant at the Premises (the "~~Marks~~Trademarks")

Landlord further acknowledges that Franchisor has approved Tenant's request to locate its Restaurant on the Premises that is the subject of the Lease, provided that the conditions and agreements set forth in this Addendum are made a part of the Lease

AGREEMENTS

~~A G R E E M E N T S~~

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Lease as follows

1 Remodeling and Decor Landlord agrees that Tenant has the right to remodel, equip, paint and decorate the interior of the Premises and to display such ~~Marks~~ Trademarks and signs on the interior and exterior of the Premises as Tenant is reasonably required to do pursuant to the Franchise Agreement and any successor Franchise Agreement under which Tenant may operate the Restaurant on the Premises Any remodel of the building and/or its signs shall be subject to Landlord's prior and reasonable approval

2 Assignment By Tenant

(a) Tenant does not have the right to sublease or assign the Lease to any third party without Landlord's and Franchisor's prior written approval

(b) So long as Tenant is in good standing under the Lease, Tenant has the right to assign all of its right, title and interest in the Lease to Franchisor or its affiliates during the term of the Lease, including any extensions or renewals, without first obtaining Landlord's consent No assignment will be effective, however, until Franchisor or its designated affiliate gives Landlord written notice of its acceptance of the assignment Franchisor will be responsible for the Lease obligations incurred after the effective date of the assignment

(c) If Franchisor elects to assume the Lease, Franchisor shall not be required to begin paying rent until Landlord delivers possession of the Premises to Franchisor At any time until Landlord delivers possession of the Premises, Franchisor shall have the right to rescind the election to assume the Lease, by written notice to Landlord

3 Default and Notices to Franchisor

(a) Landlord shall send Franchisor copies of all notices of default under the Lease at the same time it provides Tenant with such notice(s) If Tenant fails to cure any defaults under the

Lease within the period specified in the Lease, Landlord shall promptly give Franchisor written notice thereof, specifying the defaults that Tenant has failed to cure Franchisor has the right to unilaterally assume the Lease if Tenant fails to cure a default Franchisor shall have 15 days from the date Franchisor receives such notice to exercise, by written notice to Landlord and Tenant, its right for Franchisor or its affiliate designee ("Franchisor Entity"), to assume the Lease Franchisor shall have an additional 30 days from the expiration of Tenant's cure period in which to cure the default or violation under the Lease

(b) If Franchisor elects to assume the Lease, the Franchisor Entity shall not be required to cure defaults and/or to begin paying rent until Landlord delivers possession of the Premises to the Franchisor Entity At any time until Landlord delivers possession of the Premises, Franchisor shall have the right to rescind the election to assume the Lease, by written notice to Landlord

4 Termination of Franchise Agreement, Expiration or Non-Renewal of Lease

(a) If the Franchise Agreement is terminated for any reason during the term of the Lease or any renewal or extension thereof, and if Franchisor desires to assume the Lease, Franchisor shall promptly give Landlord written notice thereof Within 30 days after receipt of such notice of assumption of the Lease, Landlord shall give Franchisor written notice specifying any defaults of Tenant under the Lease If Franchisor elects to assume the Lease, Franchisor must cure said defaults consistent with Section 3 above

(b) If the Lease contains term renewal or extension right(s) and if Tenant allows the term to expire without exercising said right(s), Landlord shall give Franchisor written notice thereof, and a Franchisor Entity shall have the option, for 30 days after receipt of said notice, to exercise the Tenant's renewal or extension right(s) on the same terms and conditions as are contained in the Lease If a Franchisor Entity elects to exercise such right(s), it shall so notify Landlord in writing, whereupon Landlord and the Franchisor Entity shall promptly execute and deliver an agreement whereby the Franchisor Entity assumes the Lease, effective at the commencement of the extension or renewal term

5 Access to Premises Following Expiration or Termination of Lease Upon the expiration or termination of the Lease, Landlord will cooperate with and assist Franchisor in gaining possession of the Premises and, if the Franchisor Entity does not elect to assume the Lease for the Premises consistent with Sections 3(a) or 4(b) above, Landlord will allow Franchisor to enter the Premises, without being guilty of trespass and without incurring any liability to Landlord except for any damages caused by Franchisor's willful misconduct or gross negligence, to remove all signs and all other items identifying the Premises as a MidiCi Restaurant and to make such other modifications (such as repainting) as are reasonably necessary to protect the ~~MidiCi marks~~ Trademarks and system, and to distinguish the Premises from MidiCi Restaurants If Franchisor exercises its option to purchase assets of Tenant, Landlord must permit Franchisor to remove from the Premises all such assets being purchased by Franchisor

6 Assumption and Subsequent Assignment By Franchisor If Franchisor elects to assume the Lease under Section 2, or unilaterally assumes the Lease as provided for in Sections 3 or 4, Landlord and Tenant agree that

(a) Tenant will remain liable for the responsibilities and obligations, including amounts owed to Landlord, prior to the date of assignment and assumption Further, Tenant shall be and remain liable to Landlord for all of its obligations under the Lease, notwithstanding any assignment or assumption of the Lease by Franchisor Franchisor shall be entitled to recover from Tenant all amounts it pays to Landlord to cure Tenant's defaults under the Lease, including interest and reasonable collection costs

(b) Franchisor, upon taking possession of the Premises, shall cure any default specified by Landlord within the timeframes noted herein and shall execute and deliver to Landlord its assumption of Tenant's rights and obligations under the Lease Following Franchisor's assumption of the Lease, Franchisor shall pay, perform and be bound by all the duties and obligations of the Lease applicable to tenant, except that Franchisor may elect not to assume or be bound by the terms of any Amendment to the Lease executed by Tenant without obtaining Franchisor's prior written approval

(c) At or after the time Franchisor assumes Tenant's interests under the Lease, Franchisor may, at any time, assign such interests or sublet the Premises to a MidiCi franchisee Any such assignment shall be subject to the prior written consent of the Landlord, which Landlord shall not unreasonably withhold, delay or condition as long as it relates to a creditworthy franchisee who otherwise meets Franchisor's then-current standards and requirements for franchisees and agrees to operate the Restaurant as a MidiCi Restaurant pursuant to a franchise agreement with Franchisor Upon receipt by Landlord of an assumption agreement pursuant to which the assignee agrees to assume the Lease and to observe the terms, conditions and agreements on the part of tenant to be performed under the Lease, Franchisor shall thereupon be released from all liability as tenant under the Lease from and after the date of assignment, without any need of a written acknowledgement of such release by Landlord

7 Access to Premises During Lease As provided in the Franchise Agreement, Franchisor shall have the right to access the Premises during continuance of the Lease to ensure compliance by Tenant with its obligations under the Franchise Agreement

8 Additional Provisions

(a) Landlord hereby acknowledges that the provisions of this Addendum to Lease are required pursuant to the Franchise Agreement under which Tenant plans to operate its business and Tenant would not lease the Premises from Landlord without this Addendum

(b) Landlord further acknowledges that Tenant is not an agent or employee of Franchisor and Tenant has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor or any affiliate of Franchisor, and that Landlord has entered into this Addendum to Lease with full understanding that it creates no duties, obligations or liability of or against Franchisor or any affiliate of Franchisor, unless and until the Lease is assigned to, and accepted in writing by, Franchisor or its affiliate

(c) All notices to Franchisor required by this Addendum must be in writing and sent by registered or certified mail, postage prepaid, to the following address

MidiCi Group LLC
Attn Franchise Development
17555 Ventura Boulevard, Suite 200
Encino, California 91316

Franchisor may change its address for receiving notices by giving Landlord written notice of the new address Landlord agrees that it will notify both Tenant and Franchisor of any change in Landlord's mailing address to which notices should be sent

9 Sales Reports If requested by Franchisor, Landlord will provide Franchisor with whatever information Landlord has regarding Tenant's sales from the Restaurant

10 Conflicts In the event of a conflict between the terms of the Lease and the terms set forth in this Addendum, the terms set forth herein shall govern In the event of a conflict between notices provided to Landlord by Tenant and Franchisor, the notices of Franchisor shall prevail

11 Miscellaneous Any waiver excusing or reducing any obligation imposed by this Addendum shall be in writing and executed by the party who is charged with making the waiver and shall be effective only to the extent specifically allowed in such writing The language used in this Addendum shall in all cases be construed simply according to its fair meaning and not strictly for or against any party Nothing in this Addendum is intended, nor shall it be deemed, to confer any rights or remedies upon any person or entity not a party hereto except for Franchisor This Addendum shall be binding upon, and shall inure to the benefit of, the successors, assigns, heirs, and personal representatives of the parties hereto This Addendum sets forth the entire agreement with regard to the rights of Franchisor, fully superseding any and all prior agreements or understandings between the parties pertaining to the subject matter of this Addendum This Addendum may only be amended by written agreement duly executed by each party

~~[*Signatures on following page*]~~

~~IN WITNESS~~ WHEREOF, this Addendum is made and entered into by the undersigned parties as of ________________________, _______

LANDLORD ______________________________

By ____________________________

Print Name ______________________

Its ____________________________

FRANCHISEE ______________________________

By ____________________________

Print Name ______________________

Its ____________________________

____

By ____________________________

Print Name ______________________

Its ____________________________

Schedule ~~D~~ C to the Franchise Agreement

Electronic Transfer of Funds Authorization

Franchisee ______________________

Location ______________________

Date ______________________

NEW	CHANGE

Attention Bookkeeping Department

The undersigned hereby authorizes MidiCi Group LLC or any affiliated entity (collectively, "Franchisor") to initiate weekly ACH debit entries against the account of the undersigned with you in payment of amounts for Royalty Fees, Brand Fees or other amounts that become payable by the undersigned to Franchisor The dollar amount to be debited per payment will vary

Subject to the provisions of this letter of authorization, you are hereby directed to honor any such ACH debit entry initiated by Franchisor

This authorization is binding and will remain in full force and effect until 90 days' prior written notice has been given to you by the undersigned The undersigned is responsible for, and must pay on demand, all costs or charges relating to the handling of ACH debit entries pursuant to this letter of authorization

Please honor ACH debit entries initiated in accordance with the terms of this letter of authorization, subject to there being sufficient funds in the undersigned's account to cover such ACH debit entries

~~Sincerely yours,~~

____

~~*** We also need a VOIDED Check ***~~
~~Account Name~~

~~Bank Name~~ ~~Street Address~~

~~Branch~~ ~~City~~ ~~State~~ ~~Zip Code~~

~~Street Address~~ ~~Telephone Number~~

~~City~~ ~~State~~ ~~Zip Code~~

~~Bank Telephone Number~~

~~Bank's Account Number~~

~~By~~____________________________~~Its~~____________________________~~Date~~

____
~~Customer's Account Number~~

Schedule ~~E~~ D to the Franchise Agreement

Telephone Assignment Agreement

This Assignment Agreement (the "Assignment") is made, and entered into, between MidiCi Group LLC, a California limited liability company ("Company"), and the undersigned MidiCi franchisee ("Franchisee")

RECITALS

A Company has developed a unique system for the establishment and operation of fast casual restaurants featuring build-your-own artisan pizzas and other products and beverage items for retail sale to the public (the "System"),

B Company and Franchisee have entered into a Franchise Agreement dated _______________ (the "Franchise Agreement"), pursuant to which Franchisee was granted the right to operate a MidiCi Restaurant under the System, and

C It is the desire of and in the best interests of Company and the System that if the Franchise Agreement terminates or expires, the telephone numbers, telephone directory listings and internet addresses used by Franchisee in connection with the operation of its MidiCi Restaurant are assigned to Company

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and Company agreeing to enter into the Franchise Agreement, Company and Franchisee agree as follows

1 Franchisee hereby agrees to assign to Company (i) those certain telephone numbers and regular, classified or other telephone directory listings used by Franchisee in connection with operating the MidiCi Restaurant (collectively, the "Numbers and Listings") and (ii) those certain Internet Web Site addresses ("URLs") associated with the ~~MidiCi trademarks~~ Trademarks and service marks and used from time to time by Franchisee in connection with the operation of its MidiCi Restaurant

2 This Assignment is for collateral purposes only and, except as specified herein, Company will have no liability or obligation of any kind whatsoever arising from or in connection with Franchisee's use of the Numbers and Listings and the URLs, unless and until Company notifies the telephone company and the listing agencies with which Franchisee has placed telephone directory listings (all such entities are collectively referred to herein as "Telephone Company") and Franchisee's Internet service provider ("ISP") to effectuate the assignment pursuant to the terms hereof

3 Upon termination or expiration of the Franchise Agreement (without renewal or

extension), Company will have the right and is hereby empowered to effectuate the assignment of the Numbers and Listings and the URLs to itself or to any third party it designates If Company exercises its assignment rights Franchisee will have no further right, title or interest in the Numbers and Listings or the URLs, provided, however, Franchisee will remain liable to the Telephone Company and the ISP for any and all past due fees owing to the Telephone Company and the ISP on or before the effective date of the assignment

4 Franchisee acknowledges and agrees that as between Company and Franchisee, upon termination or expiration of the Franchisee Agreement, Company will have the sole right to and interest in the Numbers and Listings and the URLs, and Franchisee appoints Company as Franchisee's true and lawful attorney-in-fact to direct the Telephone Company and the ISP to assign the same to Company or its designee and execute such documents and take such actions as may be necessary to effectuate the assignment Upon such event, Franchisee will immediately notify the Telephone Company and the ISP to assign the Numbers and Listings and the URLs to Company or its designee If Franchisee fails to promptly direct the Telephone Company and the ISP to assign the Numbers and Listings and the URLs to Company or its designee, Company will direct the Telephone Company and the ISP to effectuate the assignment contemplated hereunder to Company or its designee

5 The parties agree that the Telephone Company and the ISP may accept Company's written direction, the Franchise Agreement or this Assignment as conclusive proof of Company's (or its designee's) exclusive rights in and to the Numbers and Listings and the URLs upon such termination or expiration of the Franchise Agreement and that such assignment shall be made automatically and effective immediately upon Telephone Company's and ISP's receipt of such notice from Company or Franchisee The parties further agree that if the Telephone Company or the ISP requires that the parties execute the Telephone Company's or the ISP's assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, Company's execution of such forms or documentation on behalf of Franchisee shall effectuate Franchisee's consent and agreement to the assignment The parties agree that at any time after the date hereof they will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement

Agreed to this ____day of _____________, 20___

[*Signatures on following page*]

Franchisor MidiCi Group LLC

By ______________________________ ~~Amit Y. Kleinberger~~MJ Kwon

Its. Senior Director Franchise Development

~~Its Chief Executive Officer~~

Franchisee ______________________________

By ______________________________

Printed Name ______________________________

Its ______________________________

By ______________________________

Printed Name ______________________________

Its ______________________________

Schedule ~~F~~ E to the Franchise Agreement

Personal Guarantee and Agreement to be Bound Personally by the Terms and Conditions of the Franchise Agreement

In consideration of the execution of the Franchise Agreement by MidiCi Group LLC ("we" or "us"), and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantor for the payment of all amounts and the performance of all covenants, terms and conditions in the Franchise Agreement, to be paid, kept and performed by the franchisee, including without limitation the arbitration and other dispute resolution provisions of the Franchise Agreement

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Franchise Agreement, including but not limited to the non-compete provisions in Section 10 D, and agree that this Personal Guarantee will be construed as though the undersigned and each of them executed a Franchise Agreement containing the identical terms and conditions as this Franchise Agreement

Each of the undersigned waives (1) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed, (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed, and (3) any right he/she may have to require that an action be brought against the franchisee or any other person as a condition of liability

In addition, each of the undersigned consents and agrees that (a) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the franchisee or any other person, and (b) such liability will not be diminished, relieved or otherwise affected by franchisee's insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Franchise Agreement, or the amendment or extension of the Franchise Agreement with or without notice to the undersigned

It is further understood and agreed by the undersigned that the provisions, covenants and conditions of this Personal Guarantee will inure to the benefit of our successors and assigns

FRANCHISEE ______________________

PERSONAL GUARANTORS

Individually	Individually
Print Name	Print Name
Address	Address
City State Zip Code	City State Zip Code
Telephone	Telephone

Individually

Print Name

Address

City State Zip Code

Telephone

Individually

Print Name

Address

City State Zip Code

Telephone

Schedule F to the Franchise Agreement

COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned, ______________________________, a ______________________ ("FRANCHISEE"), hereby assigns, transfers and sets over unto MidiCi Group, LLC, a California limited liability company ("MIDICI"), all of FRANCHISEE's right, title and interest as tenant in, to and under that certain lease, a copy of which is attached hereto as Exhibit A (the "Lease"), respecting the premises commonly known as ______________________________. This Assignment is for collateral purposes only and except as specified herein, MIDICI has no liability or obligation of any kind whatsoever arising from or in connection with this Assignment or the Lease unless MIDICI takes possession of the premises demised by the Lease pursuant to the terms hereof and assumes the obligations of FRANCHISEE thereunder.

FRANCHISEE represents and warrants to MIDICI that it has full power and authority to so assign the Lease and its interest therein, and that FRANCHISEE has not previously assigned or transferred, and is not currently obligated to assign or transfer, any of its interest in the Lease or the premises demised thereby.

Upon a default by FRANCHISEE under the Lease or a default or expiration under the franchise agreement by and between FRANCHISEE and MIDICI for a MidiCi Restaurant (the "Franchise Agreement"), or in the event of a default by FRANCHISEE under any document or instrument securing the Franchise Agreement or any other agreement between FRANCHISEE and MIDICI or MIDICI's affiliates, MIDICI will have the right, and is hereby empowered, to take possession of the premises demised by the Lease, expel FRANCHISEE therefrom, and, in such event, FRANCHISEE will have no further right, title or interest in the Lease.

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Collateral Assignment of Lease on the dates written below.

MIDICI. MidiCi Group LLC

By. ________________________________

MJ Kwon

Its. Senior Director Franchise Development ________

FRANCHISEE. ________________________

By. ________________________________

Printed Name. ________________________

Its. ________________________________

FRANCHISEE. ________________________

By. ________________________________

Printed Name. ________________________

Its. ________________________________

Schedule G to the Franchise Agreement

~~**Addendum to MidiCi Franchise Agreement**~~

~~This Addendum to the Franchise Agreement ("Addendum"), dated , 20_, is~~

~~entered into between("Franchisee") and MidiCi Group LLC ("Franchisor")~~

~~RECITALS~~

~~A The parties have entered intoseparate Franchise Agreements, all dated _,~~

~~20__ , relating to the development and operation of MidiCi Restaurants around the following~~

~~locations (1) ""(the "Agreement"), (3)~~
~~(the "Agreement") Agreement"), (2) (the "~~
~~Agreement"), and (5) (the Agreement"), (4) (the~~

~~B The parties desire to amend Sections 2 A and 2 B of the accordance with the terms and conditions contained in this Addendum~~

~~AGREEMENT~~
~~Agreement in~~

~~Franchisor and Franchisee agree that the ________________Agreement is hereby modified as follows~~

~~1 The first paragraph of Section 2 A is deleted in its entirety and replaced with the following~~

~~A Authorized Location Subject to the terms of this Agreement, we grant you the right and license to establish and operate one Restaurant identified by the MidiCi Trademarks at the location identified on the Data Sheet as the authorized location, which authorized location must be (I) within the Designated Territory identified on the Data Sheet (the "Designated Territory") and (II) designated by you and approved by us within days from the date of this Agreement (the "Authorized Location") When a location has been timely designated by you and you have received a non-objection (approval) notice from us, it will become the Authorized Location under this Section 2 A as if originally stated If an Authorized Location is not timely designated by you and approved by us, we may terminate this Agreement You accept the license and undertake the obligation to operate the Restaurant at the Authorized Location using the Trademarks and the System in compliance with the terms and conditions of this Agreement~~

~~2 Section 2 B is deleted in its entirety and replaced with the following~~

~~B Opening You agree that the Restaurant will be open and operating in accordance with the requirements of Section 5 A within ______ to days from the date of this Agreement, unless we authorize in writing an extension of time Before you open your Restaurant for business, we must inspect your Restaurant and provide you with a Certificate of Opening~~

~~**IN WITNESS WHEREOF**, the parties have executed this Franchise Agreement Addendum on the dates written below~~

~~**Franchisor: MidiCi Group LLC**~~

~~By~~ ______________________ ~~Amit Y Kleinberger~~

~~Its Chief Executive Officer~~ ______________

~~**Franchisee:**~~ ______________________

~~By~~ ______________________

~~Printed Name~~ ______________________

~~Its~~ ______________________

~~By~~ ______________________

~~Printed Name~~ ______________________

~~Its~~ ______________________

~~Schedule H to the Franchise Agreement~~

Acknowledgment Addendum to MidiCi Franchise Agreement

As you know, you and we are entering into a Franchise Agreement for the operation of a MidiCi franchise The purpose of this Acknowledgment Addendum is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your business Please review each of the following questions carefully and provide honest responses to each question

Acknowledgments and Representations

1 Did you receive a copy of our Disclosure Document (and all exhibits and attachments) at least fourteen calendar days prior to signing the Franchise Agreement? Check one (_) Yes (_) No If no, please comment ______________________________

2 Have you studied and reviewed carefully our Disclosure Document and Franchise Agreement? Check one ( ) Yes ( ) No If no, please comment ______________________________

3 Did you understand all the information contained in both the Disclosure Document and Franchise Agreement? Check one ( ) Yes ( ) No If no, please comment ______________________________

4 Was any oral, written or visual claim or representation made to you which contradicted the disclosures in the Disclosure Document? Check one (_) No (_) Yes If yes, please state in detail the oral, written or visual claim or representation ______________________________

5 Do you understand that the site selection process will take many months and, in some instances, more than one year? Do you understand that the Initial Franchise Fee is not refundable in the event you are unable to locate a site that meets our site selection criteria? Check one (_) Yes ( ) No ~~(_) Yes~~ If no, please comment ______________________________

6 Did any employee or other person speaking on behalf of MidiCi Group LLC make any statement or promise regarding the costs involved in operating a franchise that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document? Check one (__) No (__) Yes ~~(__) No~~ If yes, please comment ______________________________

7 Except as stated in Item 19, did any employee or other person speaking on behalf of MidiCi Group LLC make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any MidiCi restaurant, location or business, or the likelihood of success at your franchised business? Check one (_) No ( ) Yes ~~(_) No~~ If yes, please state in detail the oral, written or visual claim or representation ______________________________

8 Do you understand that that the franchise granted is for the right to operate a MidiCi Restaurant at the Authorized Location within the Designated Territory only and that we have the right to issue franchises or operate competing businesses for or at locations outside your Designated Territory and through alternate channels of distribution? Check one (__) Yes (__) No. If no, please comment ______________________________

~~) Yes () No If no, please comment~~

9 Do you understand that the Franchise Agreement and Disclosure Document contain the entire agreement between you and us concerning the franchise for the Restaurant, meaning that any prior oral or written statements not set out in the Franchise Agreement or Disclosure Document will not be binding? Check one (—__) Yes (—__) No If no, please comment ____________

10 Do you understand that the success or failure of your Restaurant will depend in large part upon your skills and experience, your business acumen, your location, the local market for products under the MidiCi trademarks, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open your Restaurant may change? Check one (—__) Yes (—__) No If no, please comment __________

11 Do you understand that you are bound by the non-compete covenants (both in-term and ~~post-~~ post-term) listed in Section 10 D of the Franchise Agreement and that an injunction is an appropriate remedy to protect the interest of the MidiCi system if you violate the covenant(s)? Further, do you understand that the term "you" for purposes of the non-compete covenants is defined broadly in Section 10 D, such that any actions in violation of the covenants by those holding any interest in the franchisee entity may result in an injunction, default and termination of the Franchise Agreement? Check one (—__) Yes (—__) No If no, please comment _________

12 On the receipt pages of your Disclosure Document you identified_ ________________________as the franchise sellers involved in this franchise sales process Are the franchise sellers identified above the only franchise sellers involved with this transaction? Check one (

~~) Yes~~

(___) Yes (___) No If no, please identify any additional franchise sellers involved with this transaction

~~13~~3 Do you understand that any training, support, guidance or tools we provide to you as part of the franchise are for the purpose of protecting the MidiCi brand and trademarks and to assist you in the operation of your business and not for the purpose of controlling or in any way intended to exercise or exert control over your decisions or day-to-day operations of your business, including your sole responsibility for the hiring, wages, training, supervision and termination of your employees and all other employment and employee related matters?

~~MidiCi 2015 Franchise Agreement H-2 Initial Here~~

~~Franchisor Franchisee~~

Check one (___) Yes (___) No If no, please comment ______________________________

YOU ~~UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL~~ RELY ON THEM BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH

NOTE IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS OPERATING PARTNERS MUST EXECUTE THIS ACKNOWLEDGMENT

Signed ______________________	Signed ______________________
Print Name ______________________	Print Name ______________________
Date ______________________	Date ______________________
Signed ______________________	Signed ______________________
Print Name ______________________	Print Name ______________________
Date ______________________	Date ______________________

Franchisor MidiCi Group LLC

By ______________________ ~~Amit Y Kleinberger~~
~~Its Chief Executive Officer~~

MJ Kwon

Its. Senior Director Franchise Development

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

Exhibit D

~~MULTI UNIT~~ AREA DEVELOPMENT AGREEMENT

MidiCi ~~Multi Unit~~ Area Development Agreement

MidiCi Group LLC
17555 Ventura Boulevard, Suite 200
Encino, California 91316

MIDICI GROUP LLC

~~MidiCi 2015 Multi-Unit Agreement~~

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~~MULTI-UNIT AGREEMENT~~

MIDICI GROUP LLC
AREA DEVELOPMENT AGREEMENT

~~This Multi Unit Agreement is made this day of , 20_, by and between~~

~~MidiCi Group~~ THIS AREA DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the ______ day of ______________________, 20__, by and between MIDICI GROUP LLC, a California limited liability company ~~with its principal business located at~~ ("we", "us" or "our"), and ________________________, a ____________ ("you" and "your").

PREAMBLE

~~17555 Ventura Boulevard, Suite 200, Encino California 91316 ("we" or "us") and the person or entity identified as Developer ("Developer" or "you") on the Data Sheet attached as Appendix A (the "Data Sheet") If Developer is a corporation partnership, limited liability company or other entity the provisions of this Agreement also apply to its owners~~

~~RECITALS~~

~~A We and our affiliate, MidiCi LLC have developed a unique system for the establishment and operation of fast casual restaurants featuring build your own Neapolitan pizzas, salads appetizers, beverages, dessert items and other products served in a distinctive atmosphere which also features desserts and beverage items for retail sale to the public (the "MidiCi Restaurants"),~~

~~B Our affiliate owns the MidiCi trademark and other trademarks used in connection with the operation of a MidiCi restaurant,~~

We are engaged in the business of franchising MidiCi Restaurants under the Trademarks and Systems ("MidiCi Restaurant(s)") as more fully described in the MIDICI GROUP LLC Franchise Agreement, which may be amended from time to time ("Franchise Agreement"), and

You are aware of the benefit derived from being identified with and franchised by us in order to use the Trademarks and System as more fully described in the Franchise Agreement, and

You have simultaneously executed a Franchise Agreement pertaining to the first MidiCi Restaurant ("First Unit"), which you agree to open or have opened within the time specified in the Franchise Agreement, and

~~C You desire to develop and operate several MidiCi Restaurants, and~~

~~D We have agreed to grant you the right to develop several MidiCi Restaurants subject to the terms and conditions of this Agreement~~

~~In consideration of the foregoing and the mutual covenants and consideration below, you and we agree as follows~~

~~DEFINITIONS~~

~~1 For purposes of this Agreement, the terms below have the following definitions~~

~~A "Gross Sales" includes the total revenues and receipts from the sale of all products, services and merchandise sold in your Restaurants, whether under any of the Trademarks or otherwise, including any catering or delivery services, cover charges or fees, in your Restaurants or on the premises and all revenues derived from any type of authorized vending machines Gross Sales excludes sales tax~~

~~B "Menu Items' means the pizzas, beverages, and other products prepared according to our specified recipes and procedures, as we may modify from time to time~~

~~C "Manual" or "Operations Manual" means any collection of written, video, audio and/or software media (including materials distributed electronically), regardless of title and consisting of various subparts and separate components all of which we or our agents produce and which contain specifications standards policies, procedures and recommendations for your MidiCi Restaurant, all of which we may change from time to time~~

~~D "Restaurants" means the MidiCi Restaurants you develop and operate pursuant to this Agreement~~

~~MidiCi 2015 Multi Unit Agreement I~~
~~Guaranty~~
~~Initial Here~~

~~E "System" means the MidiCi system which consists of distinctive food and beverage products prepared according to special and confidential recipes and formulas with unique storage, preparation, service and delivery procedures and techniques, offered in a setting of distinctive exterior and interior layout, design and color scheme, signage furnishings and materials and using certain distinctive types of facilities equipment supplies ingredients business techniques, methods and procedures, all of which we may modify from time to time~~

~~F "Trademarks" means the MidiCi trademarks that have been registered in the United States and elsewhere and the trademarks service marks and trade names set forth in each Franchise Agreement, as we may modify from time to time, and the trade dress and other commercial symbols used in the Restaurants Trade dress includes the designs color schemes and image we authorize you from time to time to use in the operation of the Restaurants~~

~~GRANT OF DEVELOPMENT RIGHTS~~

~~2 The following provisions control with respect to the rights granted hereunder~~

~~A We grant to you,~~ You desire to obtain area development rights to establish and operate additional MidiCi Restaurant franchises ("Subsequent Units") from us within a specific geographical area and according to a specific time schedule under the terms and conditions ~~of this Agreement, the right to develop and operate _________ (___) Restaurants~~ set forth herein, and

The capitalized terms under this Agreement will have the same meaning as those same capitalized terms under the Franchise Agreement.

NOW, the parties agree as follows.

I. TERRITORIAL EXCLUSIVITY

A. Development Area. According to the terms and conditions in this Agreement, we grant to you and you accept from us, the right, during the term of this Agreement, to establish and operate franchised units of MidiCi Restaurants (each referred to as a "Unit" and collectively referred to as the "Units") in the area, which we refer to as the "Development Area" described in Attachment A. Your Development Area will contain the number of "Trade Areas" which correspond to the number of Units you plan to open under this Agreement. Each Trade Area is an area in which you plan to locate 1 Unit or more. Prior to opening within a Trade Area, you may swap one or more of your Trade Areas for other Trade Areas, if you obtain our prior written consent. Once you have opened a Unit within one of your Trade Areas, that Trade Area is no longer considered part of the Development Area.

~~B You are bound by the development schedule ("Development Schedule") set forth in Appendix B Time is of the essence for the development of each Restaurant in accordance with the Development Schedule Each Restaurant must be developed and operated pursuant to a separate Franchise Agreement that you enter into with us pursuant to Section 4 B below~~

~~C The rights granted under this Agreement are limited to the right to develop, and upon execution of the applicable Franchise Agreement, operate, Restaurants and do not include any right to (i) sell products and Menu Items identified by the Trademarks at any location other than the Restaurants, (ii) sell products or Menu Items through alternative channels or methods of distribution, including the Internet (or any other existing or future form of electronic commerce) (iii) sell products and Menu Items identified by the Trademarks to any person or entity for resale or further distribution, or (iv) exclude, control or impose conditions on our development or operation of franchised, company or affiliate owned MidiCi Restaurants at any time or at any location You may not use the word MidiCi or any of the other Trademarks as part of the name of your corporation, partnership, limited liability company or other entity~~

~~You acknowledge and agree that we have the right to operate and franchise others the right to operate restaurants or any other business under the Trademarks or any trademarks other than the Trademarks without paying you any compensation We also have the right to offer, sell or distribute any products or services associated with the System (now or in the future) under the Trademarks or any other trademarks, service marks or trade names or through any distribution channel or method, all without paying you any compensation The distribution channels or methods include, without limitation, grocery stores, club restaurants, convenience stores, wholesale business or industry locations (e g manufacturing site office building) military installations military commissaries or the Internet (or any other existing or future form of electronic commerce)~~

~~You acknowledge and agree that we have the sole and exclusive right to develop or franchise MidiCi Restaurants at~~ So long as you are not in default under this Agreement or any other agreement with us or our Affiliates, neither we nor our Affiliates will operate or grant a franchise to any other person or entity to operate a MidiCi Restaurant within the Development Area excluding in any Special Sites. A "Special Site" means any and all of the following locations (1) military bases, (2) public transportation facilities, (3) sports facilities, including race tracks, (4) student unions or other

similar buildings on college or university campuses, (5) amusement and theme parks, and (6) special events. Notwithstanding any other term or condition of this Agreement to the contrary, you may not develop a MidiCi Restaurant that is within the Designated Territory of another MidiCi Restaurant which is either open or has been approved for development without our written consent The boundaries of your Development Area shall not change as a result of political reorganization or changes.

Until the termination or expiration of this Agreement, you retain your right of exclusivity as long as you comply with the Development Schedule (as defined below). If you fail to meet any of your obligations under this Agreement, including compliance with the Development Schedule, or if you breach any Franchise Agreement executed by you or your affiliate with us, we may terminate this Agreement along with your right to develop, open and operate new Units within the Development Area, but the termination of this Agreement and the right to develop your Development Area will not terminate any rights granted under the Franchise Agreements then in effect between you and us in which you are in compliance. After the expiration or termination of this Agreement, you will lose all rights you have within the Development Area including all Trade Areas and we may own, operate, franchise or license others to operate MidiCi Restaurants anywhere, without restriction, including in your Development Area, except for within any Designated Territories under your Franchise Agreement(s) which remain in effect.

B. **The Rights We Retain in the Development Area**. Except as limited by Section I.A. above, we and our Affiliates retain all rights with respect to MidiCi Restaurants, the Trademarks, the sale of similar or dissimilar products and services and any other activities we deem appropriate whenever and wherever we desire, including (1) the right to own or operate, or license others to own or operate MidiCi Restaurants immediately adjacent to your Development Area or anywhere outside of your Development Area, (2) the right to operate or license others to operate MidiCi Restaurants within Special Sites inside and outside of your Development Area, (3) the right to operate or license others to operate similar businesses or any other businesses and services under trademarks or service marks other than the Trademarks in any location, both inside or outside of your Development Area, (3) the right to operate or license others to operate businesses that are not similar to a MidiCi Restaurant under the Trademarks in any location, both inside or outside of your Development Area, (4) the right to offer any products or services (including the products and services you offer at your MidiCi Restaurant(s)) through other channels of distribution such as grocery stores, the Internet, print catalogues, direct marketing media and any other non-restaurant outlets (grocery stores and warehouse clubs) both inside and outside of your Development Area, and we may promote products bearing the Trademarks at special events, athletic contests, etc., through temporary locations and mobile units, and (5) the right to purchase, be purchased, merge, acquire, be acquired or affiliate with a competitor or any other business regardless of the location of the competitor or business, and to operate, franchise or license these businesses as MidiCi Restaurants under the System or Trademarks or under other proprietary marks, regardless of the location of these businesses, whether such businesses are in your Designated Territory or outside your Designated Territory. We are not required to pay you if we exercise any of the rights specified above inside your Development Area.

II. DEVELOPMENT OBLIGATIONS

A. **Development Schedule.** You will construct, equip, open and operate within the Development Area the number of Units as are described in Attachment A attached to this Agreement. Further, you must open each Unit within the time period described in the Franchise Agreement applicable to that Unit and in the Development Schedule which is described in Attachment B ("Development Schedule"). You must execute our then current Franchise Agreement together with all standard ancillary documents (including exhibits, guarantees and other related documents) for each of the Subsequent Units within the time periods described in the Development Schedule. You will at all times faithfully and diligently comply with the obligations imposed by this Agreement and under the Franchise Agreement for each Unit.

B. **Force Majeure/Time of Essence.** It is of material importance to us that you timely perform all obligations under this Agreement and the Franchise Agreement for each Unit. Should you be unable to meet the Development Schedule solely as the result of force majeure, which includes strikes, material shortages, fires, floods, earthquakes, and other acts of God, or by force of law (including our inability to deliver a franchise disclosure document), and which you could not have avoided by the exercise of due diligence, the Development Schedule will be extended by the amount of time during which such force majeure existed.

III. TERM. The term of this Agreement will start on the date this Agreement is signed by both parties and you have paid us the Development Fee. Unless terminated earlier according to the terms of this Agreement, the term of this Agreement and all area development rights granted in this Agreement will expire at the earlier of the opening of the last Unit listed in the Development Schedule or the expiration date listed on Attachment B. There is no right to renew this Agreement.

IV. DEVELOPMENT FEE. In exchange for the rights granted under this Agreement, you will pay us a Development Fee (the "Development Fee") when you sign the Franchise Agreement which is listed in Attachment A. The Development Fee is an amount based upon the number of Units you agree to develop and operate and the Initial Franchise Fee for each Unit. If you agree to open 2 Units, your Development Fee will be $80,000 ($40,000 x 2). If you agree to open 3 Units, your Development Fee will be $102,000 with an Initial Franchise Fee for each Unit being $34,000 ($34,000 x 3). If you agree to open 4 Units, your Development Fee will be $124,000 and the Initial Franchise Fee for each Unit will be $31,000 ($31,000 x 4). If you agree to open 5 Unit, your Development Fee will be $140,000 and the Initial Franchise Fee for each Unit will be $28,000 ($28,000 x 5). The Development Fee is credited against the Initial Franchise Fee for each Unit. The portion of the Development Fee attributable to each Unit to be developed under this Agreement shall be credited toward the initial franchise fee due for that Unit upon execution of the Franchise Agreement for that Unit. You recognize that we have incurred administrative and other expenses in relation to this Agreement, and that development opportunities have been lost or curtailed as a result of the exclusivity granted in this Agreement. For this reason, no part of the Development Fee is refundable, even if you fail to proceed with the development of Units under this Agreement.

V. FRANCHISE AGREEMENT

A. **Signing the Franchise Agreement.** Within the times specified in the Development Schedule, you must execute the then current Franchise Agreement for each Subsequent Unit. However, the Royalty Fees, the Brand Fee and the Local Marketing Fund Fee in the Franchise Agreement will be the same as in our standard form franchise agreement being offered as of the date of this Agreement. In no event will you be required to sign a Franchise Agreement until such time as we have complied with any applicable waiting periods required by law.

B. **Complying with the Franchise Agreement.** After you sign a Franchise Agreement, you must fully comply with all of the terms contained in the Franchise Agreement including paying all of the fees required by that Franchise Agreement in a timely manner. YOU DO NOT OBTAIN ANY RIGHTS AS A FRANCHISEE FOR A PARTICULAR LOCATION UNTIL A FRANCHISE AGREEMENT IS SIGNED BY YOU AND US. You must submit all proposals for sites to us for our object or not to object in accordance with the terms of the Franchise Agreement. We have the right, in our absolute discretion, to withhold our consent to any site you propose. Our consent to the site is no assurance of success.

C. **Our Discretion.** You acknowledge that all Units must be developed and operated according to our standards and the terms and conditions of the Franchise Agreement. You agree and recognize that we may refuse to grant a Franchise Agreement for a Subsequent Unit if we believe, in our reasonable judgment, that you do not have sufficient financial resources and other ability (including, but not limited to, experience, character, skill, aptitude, attitude, and business acumen sufficient to operate multiple locations) to properly develop and operate the proposed Subsequent Unit. We may take into account, among other things, your past performance and financial success of your existing Units. In order to assist us in making such a determination, you must provide us, upon our request, the financial and other information regarding your existing Unit(s) and the proposed Subsequent Unit. Our approval, however, is not deemed to be a warranty of your financial or other ability to develop and operate the proposed Subsequent Unit(s).

D. **Trademarks.** You acknowledge that we are not granting you any right to use the Trademarks under this Agreement. Any rights you receive regarding the use of the Trademarks arise from the Franchise Agreement you signed or will sign and you may only use the Trademarks pursuant to the terms of that Franchise Agreement.

VI. ASSIGNABILITY

A. **By You.** We have granted these development rights in reliance upon our perception of the individual and collective character, skill, attitude, and business and marketing abilities of you and your owners. Therefore, there can be no transfer of any interest in this Agreement, or you ("Transfer"), without our prior written consent. Any consent by us will not operate as consent to any future such Transfer, and no future such Transfer will be valid without our prior written consent to that specific Transfer. Any attempted Transfer in violation of this paragraph is voidable at our option. We will not unreasonably withhold our consent to such a Transfer, provided that the following conditions are satisfied.

1. You have substantially performed the obligations and duties under this Agreement and any other agreements between you and us, and

2. You must pay us all amounts you owe to us and our Affiliates under this Agreement and all other agreements between you and us, and

3. You must pay a non-refundable transfer fee in the amount of $5,000 for each undeveloped Unit, which amount will not be applied to the Initial Franchise Fee that will be due when the Unit is developed, and

4. You and all of your officers, directors, shareholders, members and managers (as well as guarantors under this Agreement) will execute a general release (in the form approved by us) of any and all claims which you have or may have against us and our Affiliates and our respective officers, directors, employees and agents arising out of the franchise relationship, to the extent permitted by applicable law, and

5. The proposed transferee meets our established standards for new area developers (including experience, character, skill, aptitude, business ability and financial capability), is of good moral character, has a good credit rating and sufficient financial resources to operate the business, and

6. The proposed transferee and/or the transferee's managers will successfully complete and pass the training course then in effect for our franchisees and area developers, or otherwise demonstrate to our satisfaction, sufficient ability to operate and manage the Units and perform the obligations of this Agreement, and

7. The proposed transferee assumes all of your obligations and liabilities under this Agreement and any Franchise Agreement for an undeveloped Unit (however, such assumption will not relieve you of any such obligations and liabilities), and

8. The purchase price or terms of the sale are, in our judgment, economically feasible to the proposed transferee (however, our approval is no assurance that the sale is on economically reasonable terms), and

9. We may, in our absolute discretion, require that the Transfer include the assignment of all of the undeveloped Subsequent Units.

You acknowledge and agree that each of the conditions set forth above is reasonable and necessary Our consent to any assignment of transfer shall not constitute a waiver of any claims we may have against the transferring party, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement by the transferee.

B **By Us.** This Agreement is fully assignable, in whole or in part, by us, without your consent. Upon our assignment, we are relieved of all liability under this Agreement and all rights and obligations will accrue to our successor or assignee.

C. **No Subfranchising.** You must not offer, sell, or negotiate the sale of MidiCi Restaurant franchises to any third party, either in your name or on our behalf or otherwise subfranchise, share, divide or partition this Agreement, and nothing in this Agreement will be construed as granting you the right to do so.

VII. DEFAULT AND TERMINATION

A **Default by You.** Upon written notice to you, we may terminate this Agreement for cause, and without providing you an opportunity to cure (except as otherwise provided below), in the event of any material breach of this Agreement by you. Material breach, as used in this Section VII, will include, among other things, the following,

1. Any attempt by you to sell, assign, transfer or encumber, in whole or in part, any or all rights and obligations under this Agreement without the written consent required by this Agreement,

2. Your failure to develop each of the Units within the Development Schedule set forth in this Agreement if not cured within 30 days after written notice,

3. Your bankruptcy, insolvency or general assignment for the benefit of creditors,

4. Any material breach by you or your affiliates of any Franchise Agreement between you or your affiliates and us which is not cured within the applicable cure period in that Franchise Agreement, or

5. You or your owners commit, plead guilty to, plea of nolo contendere or commit or are convicted of a felony or crime of moral turpitude or fraud which we believe may adversely affect the System or goodwill associated with the Trademarks.

B. **Rights on Termination, Expiration or Assignment.** Upon expiration or termination, for any reason, of this Agreement, all of your rights regarding the Development Area will cease and any remaining rights you may have to open any Subsequent Unit will cease. We will be entitled to establish, or to license others to establish, restaurants using the Trademarks and System in the Development Area, subject to the provisions in any existing Franchise Agreements you or your affiliates have with us relating to the Designated Territory defined in those Franchise Agreements. You or your affiliates will continue to operate MidiCi Restaurants according to the signed Franchise Agreements between you or your affiliates and us, if such Franchise Agreements have not been terminated. A default and termination under this Agreement does not constitute a default and termination under any Franchise Agreement between you or your affiliates and us.

~~(6) community and special events ("Special Sites")~~

~~D This Agreement is not a franchise agreement and you have no right to use in any manner the Trademarks by virtue of this Agreement You have no right under this Agreement to sublicense or subfranchise others to operate a business or a Restaurant or to use the System or the Trademarks~~

~~MULTI UNIT FEE~~

~~3 As consideration for the rights granted in this Agreement you must pay us a fee (the 'Multi Unit Fee") equal to the applicable Initial Franchise Fee multiplied by the number of Restaurants you agree to develop and operate As a multi-Restaurant developer, you will pay a discounted Initial Franchise Fee for each Restaurant you agree to develop under this Agreement Specifically, if you agree to develop three Restaurants your Initial Franchise Fee for each Restaurant will be $36,000 If you agree to develop five Restaurants, your Initial Franchise Fee for each Restaurant will be $28 000 Therefore if you agree to open three Restaurants, your Multi Unit Fee will be $108 000 ($36,000 x 3) If you agree to open five Restaurants your Multi Unit Fee will be $140,000 ($28,000 x 5) The Multi Unit Fee is consideration for this Agreement and not consideration for any Franchise Agreement, is fully earned by us upon receipt and is non-refundable You will pay the entire Multi Unit Fee upon the signing of this Agreement and you will owe no Initial Franchise Fee for the corresponding Restaurants you agree to develop hereunder Contemporaneous with the signing of this Agreement, you also will sign a Franchise Agreement for each Restaurant you agree to open~~

~~DEVELOPMENT SCHEDULE~~

~~4 The following provisions control with respect to your development rights and obligations~~

~~A You are bound by and strictly must follow the Development Schedule By the dates set forth under the Development Schedule, you must enter into Franchise Agreements with us pursuant to this Agreement for the number of Restaurants described under the Development Schedule You also must comply with the Development Schedule requirements regarding (i) the opening date for each Restaurant and (ii) the cumulative number of Restaurants to be open and continuously operating If you fail to either execute a Franchise Agreement or open a Restaurant according to the dates set forth in the Development Schedule we have the right to immediately terminate this Agreement pursuant to Section 7 B~~

~~B You may not develop a Restaurant unless (i) at least 45 days, but no more than~~
~~60 days, prior to the date set forth in the Development Schedule for the execution of the Franchise Agreement you send us a notice (a) requesting that we send you our then current disclosure documents, (b) confirming your intention to develop your next Restaurant and (c) sending us all information necessary to complete the Franchise Agreement for the particular Restaurant, and (ii) all of the following conditions have been met (these conditions apply to each Restaurant to be developed under the terms of this Agreement)~~

~~1 Your Submission of Information You must furnish to us at least 30 days prior to the earlier of (i) the date set forth in the Development Schedule by which you must execute a Franchise Agreement or (ii) the actual date on which the Franchise Agreement would be executed, a franchise application for the proposed Restaurant,~~

~~MidiCi 2015 Multi Unit Agreement 3 Guaranty Initial Here~~

~~financial statements and other information regarding you, the operation of any of your other Restaurants and the development and operation of the proposed Restaurant (including, without limitation, investment and financing plans for the proposed Restaurant) as we may reasonably require~~

~~2 Your Compliance with Our Then Current Standards for Franchisees. You must receive written confirmation from us that you meet our then current standards for franchisees, including financial capability criteria for the development of a new Restaurant. You acknowledge and agree that this requirement is necessary to ensure the proper development and operation of your Restaurants, and preserve and enhance the reputation and goodwill of all MidiCi Restaurants and the goodwill of the Trademarks. Our confirmation that you meet our then current standards for the development of a new Restaurant, however, does not in any way constitute a guaranty by us as to your success.~~

~~3 Good Standing. You must not be in default of this Agreement, any Franchise Agreement entered into pursuant to this Agreement or any other agreement between you or any of your affiliates and us. You also must have satisfied on a timely basis all monetary and material obligations under the Franchise Agreements for all existing Restaurants.~~

~~4 Execution of Franchise Agreement. You and we must enter into our then-current form of Franchise Agreement for the proposed Restaurant. You understand that we may modify the form of Franchise Agreement from time to time and that it may be different from the current form of Franchise Agreement, including different fees and obligations. You understand and agree that any and all Franchise Agreements will be construed and exist independently of this Agreement. The continued existence of each Franchise Agreement will be determined by the terms and conditions of such Franchise Agreement. Except as specifically set forth in this Agreement, each Restaurant must be established and operated in accordance with the terms of the applicable Franchise Agreement.~~

~~C Upon the execution of the Franchise Agreement for the proposed Restaurant, the terms and conditions of the Franchise Agreement regarding site selection and construction will control.~~

~~D You must construct and equip each Restaurant in strict accordance with our current approved specifications and standards pertaining to equipment, inventory, signage, fixtures, design and layout of the building. You may not commence construction of any Restaurant until you have received our prior written consent to your building plans.~~

~~E You acknowledge that you have conducted an independent investigation of the prospects for the establishment of the Restaurants and recognize that the business venture contemplated by this Agreement involves business and economic risks and that your financial and business success will be primarily dependent upon the personal efforts of you and your management and employees. We expressly disclaim the making of, and you acknowledge that you have not received, any estimates, projections, warranties or guaranties, express or implied, regarding potential gross sales, profits, earnings or the financial success of the Restaurants you develop.~~

~~MidiCi 2015 Multi-Unit Agreement 4 Guaranty~~
~~Initial Here~~

~~F You recognize and acknowledge that this Agreement requires you to open Restaurants in the future pursuant to the Development Schedule. You further acknowledge that the estimated expenses and investment requirements set forth in Items 6 and 7 of our Franchise Disclosure Document are subject to increase over time, and that future Restaurants likely will involve greater initial investment and operating capital requirements than those stated in the Franchise Disclosure Document provided to you prior to the execution of this Agreement. You are obligated to execute all the Franchise Agreements and open all the Restaurants on the dates set forth on the Development Schedule regardless of (i) the requirement of a greater investment, (ii) the financial condition or performance of your prior Restaurants, or (iii) any other circumstances, financial or otherwise. The foregoing will not be interpreted as imposing any obligation upon us to execute the Franchise Agreements under this Agreement if you have not complied with each and every condition necessary to develop the Restaurants.~~

~~TERM~~

~~5 Unless sooner terminated in accordance with Section 7 of this Agreement and subject to the terms detailed in Section 2.C, the term of this Agreement and all rights granted to you will expire on the date that your last Restaurant is scheduled to be opened under the Development Schedule.~~

~~YOUR DUTIES~~

~~6 You must perform the following obligations.~~

~~A You must comply with all of the terms and conditions of each Franchise Agreement, including the operating requirements specified in each Franchise Agreement~~

~~B You and your owners, officers, directors shareholders partners members and managers (if any) acknowledge that your entire knowledge of the operation of a MidiCi Restaurant and the System including the knowledge or know-how regarding the specifications standards and operating procedures of the services and activities is derived from information we disclose to you and that certain information is proprietary, confidential and constitutes our trade secrets The term 'trade secrets" refers to the whole or any portion of know-how, knowledge, methods specifications, processes, procedures and/or improvements regarding the business that is valuable and secret in the sense that it is not generally known to our competitors and any proprietary information contained in the manuals or otherwise communicated to you in writing, verbally or through the Internet or other online or computer communications and any other knowledge or know-how concerning the methods of operation of the Restaurants You and your owners, officers, directors, shareholders, partners, members and managers (if any) jointly and severally, agree that at all times during and after the term of this Agreement you will maintain the absolute confidentiality of all such proprietary information and will not disclose copy, reproduce, sell or use any such information in any other business or in any manner not specifically authorized or approved in advance in writing by us We may require that you obtain nondisclosure and confidentiality agreements in a form satisfactory to us from the individuals identified in the first sentence of this paragraph and other key employees~~

~~C You must comply with all requirements of federal, state and local laws, rules and regulations~~

~~MidiCi 2015 Multi-Unit Agreement 5~~
~~Guaranty~~

~~Initial Here:~~

~~DEFAULT AND TERMINATION~~

~~7 The following provisions apply with respect to default and termination~~

~~A The rights granted to you in this Agreement have been granted in reliance on your representations and warranties, and strictly on the conditions set forth in Sections 2, 4 and 6 of this Agreement including the condition that you comply strictly with the Development Schedule~~

~~B You will be deemed in default under this Agreement if you breach any of the terms of this Agreement including the failure to meet the Development Schedule, or the terms of any Franchise Agreement or any other agreements between you or your affiliates and us All rights granted in this Agreement immediately terminate upon written notice without opportunity to cure if (i) you become insolvent, commit any affirmative action of insolvency or file any action or petition of insolvency, (ii) a receiver (permanent or temporary) of your property is appointed by a court of competent authority, (iii) you make a general assignment or other similar arrangement for the benefit of your creditors, (iv) a final judgment remains unsatisfied of record for 30 days or longer (unless supersedeas bond is filed), (v) execution is levied against your business or property, (vi) suit to foreclose any lien or mortgage against the premises or equipment is instituted against you and not dismissed within 30 days or is not in the process of being dismissed, (vii) you fail to meet the development obligations set forth in the Development Schedule attached as Appendix B (viii) you violate the provisions of Section 10 O, (ix) you fail to comply with any other provision of this Agreement and do not correct the failure within 30 days after written notice of that failure is delivered to you, or (x) we have delivered to you a notice of termination of a Franchise Agreement in accordance with its terms and conditions~~

~~RIGHTS AND DUTIES OF PARTIES UPON TERMINATION OR EXPIRATION~~

~~8 Upon termination or expiration of this Agreement all rights granted to you will automatically terminate, and~~

~~A All remaining rights granted to you to develop Restaurants under this Agreement will automatically be revoked and will be null and void You will not be entitled to any refund of any fees You will have no right to develop or operate any business for which a Franchise Agreement has not been executed by us~~

~~B You must immediately cease to operate your business under this Agreement and must not thereafter, directly or indirectly, represent to the public or hold yourself out as a present or former developer of ours~~

~~C You must take such action as may be necessary to cancel or assign to us or our designee at our option any assumed name or equivalent registration that contains the name MidiCi or any other Trademark of ours, and you must furnish us with evidence satisfactory to us of compliance with this obligation within 30 days after termination or expiration of this Agreement~~

~~D You must assign to us or our designee all your right, title and interest in and to your telephone numbers and must notify the telephone company and all listing agencies of the termination or expiration of your right to use any telephone number in any regular classified or~~

~~other telephone directory listing associated with the Trademarks and to authorize transfer of same at our direction~~

~~E You must, within 30 days of the termination or expiration, pay all sums owing to us If at the time of termination you have not signed a Franchise Agreement for a Restaurant(s) that you agreed to develop under this Agreement we will not refund any portion of the Multi Unit Fee you paid to us nor will we charge you any additional fees for these undeveloped Restaurants~~

~~All unpaid amounts will bear interest at the rate of 18% per annum or the maximum contract rate of interest permitted by governing law, whichever is less from and after the date of accrual In the event of termination for any default by you, the sums due will include all damages, costs, and expenses, including reasonable attorneys' fees and expenses incurred by us as a result of the default You also must pay to us all damages, costs and expenses, including reasonable attorneys fees and expenses that we incur subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement~~

~~F All of our and your obligations that expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire~~

~~TRANSFER~~

~~9 The following provisions govern any transfer~~

~~A We have the right to transfer all or any part of our rights or obligations under this~~
~~Agreement to any person or legal entity~~

~~B This Agreement is entered into by us with specific reliance upon your personal experience, skills and managerial and financial qualifications Consequently this Agreement, and your rights and obligations under it are and will remain personal to you You may only Transfer your rights and interests under this Agreement if you obtain our prior written consent and you Transfer all of your rights and interests under all Franchise Agreements for Restaurants opened pursuant to this Agreement Accordingly, the assignment terms and conditions of the Franchise Agreements will apply to any Transfer of your rights and interests under this Agreement As used in this Agreement, the term "Transfer" means any sale, assignment, gift, pledge, mortgage or any other encumbrance, transfer by bankruptcy, transfer by judicial order merger, consolidation share exchange, transfer by operation of law or otherwise whether direct or indirect, voluntary or involuntary, of this Agreement or any interest in it, or any rights or obligations arising under it or of any material portion of your assets, or of any interest in you~~

~~MISCELLANEOUS~~

~~10 The parties agree to the following provisions~~

~~A You agree to indemnify defend and hold us and our affiliates, members, managers, officers directors shareholders, representatives agents and employees harmless from and against any and all claims, losses, damages and liabilities, however caused, arising directly or indirectly from, as a result of or in connection with, the development, use and operation of your~~

~~Restaurants, as well as the costs, including attorneys' fees, of defending against them ("Franchise Claims") Franchise Claims include, but are not limited to, those arising from any death, personal injury or property damage (whether caused wholly or in part through our active or passive negligence), latent or other defects in any Restaurant or your employment practices If a Franchise Claim is made against us, we reserve the right in our sole judgment to select our own legal counsel to represent our interests, at your cost~~

~~B If one or more clauses of this Agreement are held void or unenforceable for any reason by any court of competent jurisdiction such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement is valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses~~

~~C No waiver by us of any breach by you, nor any delay or failure by us to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights with respect to that or any other or subsequent breach This Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by you and us~~

~~D This Agreement together with all schedules, addenda and appendices to this Agreement, constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations and agreements Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the Franchise Disclosure Document we furnished to you~~

~~You acknowledge that you are entering into this Agreement as a result of your own independent investigation of our franchised business and not as a result of representations about us made by our shareholders, officers, directors employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus, or other similar document required or permitted to be given to you pursuant to applicable law~~

~~E Except as otherwise provided in this Agreement any notice, demand or communication provided for must be in writing and signed by the party serving the same and either delivered personally or by a reputable overnight service or deposited in the United States mail, service or postage prepaid and addressed as follows~~

~~1 If intended for us, addressed to MidiCi Group LLC, 17555 Ventura Boulevard, Suite 200, Encino, California 91316,~~

~~2 If intended for you addressed to you at the address set forth on the Data Sheet or,~~

~~in either case, to such other address as may have been designated by notice to the other party Notices for purposes of this Agreement will be deemed to have been received if mailed or delivered as provided in this subparagraph~~

~~F Any modification, consent, approval, authorization or waiver granted in this Agreement required to be effective by signature will be valid only if in writing executed by~~

~~Developer (or an owner of Developer if Developer is a legal entity) or if on behalf of us, in writing executed by our President or one of our authorized Vice Presidents~~

~~G The following provisions apply to and govern the interpretation of~~

~~this~~

~~Agreement, the parties' rights under this Agreement and the relationship between the parties~~

~~1 Applicable Law and Waiver Subject to our rights under federal trademark laws and the parties' rights under the Federal Arbitration Act in accordance with Section 10 N of this Agreement the parties' rights under this Agreement, and the relationship between the parties is governed by and will be interpreted in accordance with, the laws (statutory and otherwise) of the state where you are located~~

~~2 Our Rights Whenever this Agreement provides that we have a certain right that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review We have the right to operate, administrate develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement, although this right does not modify the express limitations set forth in this Agreement~~

~~3 Our Reasonable Business Judgment Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise Reasonable Business Judgment in making our decision or exercising our rights Our decisions or actions will be deemed to be the result of "Reasonable Business Judgment", even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes our financial or other individual interest Examples of items that will promote or benefit the System include without limitation, enhancing the value of the Trademarks, improving customer service and satisfaction, improving product quality improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System~~

~~H Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties that is not subject to arbitration under Section 10 N must be brought in the state or federal district court located in the county or district then encompassing our headquarters Both parties irrevocably submit themselves to, and consent to, the jurisdiction of said courts The provisions of this Section will survive the termination of this Agreement You are aware of the business purposes and needs underlying the language of this subparagraph and with a complete understanding, agree to be bound in the manner set forth~~

~~I All parties hereby waive any and all rights to a trial by jury in connection with the enforcement or interpretation by judicial process of any provision of this Agreement, and in connection with allegations of state or federal statutory violations, fraud, misrepresentation or similar causes of action or any legal action initiated for the recovery of damages for breach of this Agreement~~

~~J You and your affiliates and we agree to waive to the fullest extent permitted by law, the right to or claim for any punitive or exemplary damages against the other and agree that~~

~~in the event of any dispute between them, each will be limited to the recovery of actual damages sustained~~

~~K If you are a corporation, partnership, limited liability company or other legal entity, all of your owners must execute the form of undertaking and guarantee attached at the end of this Agreement Any person or entity that at any time after the date of this Agreement becomes your owner must also execute such form of undertaking and guarantee~~

~~L You and we are independent contractors Neither party is the agent legal representative, partner subsidiary, joint venturer or employee of the other Neither party may obligate the other or represent any right to do so This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence~~

~~M In the event of any failure of performance of this Agreement according to its terms by any party, the same will not be deemed a breach of this Agreement if it arose from a cause beyond the control of and without the negligence of said party Such causes include, but are not limited to strikes, wars riots and acts of government except as may be specifically provided for elsewhere in this Agreement~~

VIII. ~~N~~ **ARBITRATION** Except as qualified below, any dispute between you and us or any of your affiliates arising under, out of, in connection with, or in relation to this Agreement, the parties' relationship, or the business must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be determined by arbitration administered by the American Arbitration Association pursuant to its then-current commercial arbitration rules and procedures Any arbitration must be on an individual basis, and the parties and arbitrator will have no authority or power to proceed with any claim as a class action or otherwise to join or consolidate any claim with any other claim or proceeding involving third parties If a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then this entire commitment to arbitrate will become null and void and the parties must submit all claims to the jurisdiction of the courts The arbitration must take place in the city where our headquarters are located at the time of the dispute The arbitrator must follow the law and not disregard the terms of this Agreement The arbitrator must have at least five years of significant experience in franchise law A judgment may be entered upon the arbitration award by any state or federal court in the state where we maintain our headquarters The decision of the arbitrator will be final and binding on all parties to the dispute, however, the arbitrator may not under any circumstances (i) stay the effectiveness of any pending termination of this Agreement, (ii) assess punitive or exemplary damages, or (iii) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set

Before any party may bring an action in court or against the other, or commence an arbitration proceeding (except as noted in the paragraph immediately below), the parties must first meet to mediate the dispute The mediation will be held in the city in which our headquarters are located at the time of the mediation Any such mediation will be non-binding and conducted by the American Arbitration Association in accordance with its then-current rules for mediation of commercial disputes

Nothing in this Agreement bars either party's right to obtain injunctive relief against threatened conduct that will cause loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions Furthermore, we have the right to commence a civil action against you or take other appropriate action for the

following reasons to collect sums of money due to us, to compel your compliance with our trademark standards and requirements to protect the goodwill of the Trademarks, to compel you to compile and submit required reports to us, or to permit evaluations or audits authorized by this Agreement

The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement will be entitled to recover its reasonable attorneys' fees and costs

~~O During the term of this Agreement, neither we nor you may employ or seek to employ, directly or indirectly any person who is at the time or was at any time during the prior six months employed in any type of managerial position by the other party or any of its affiliates, or by any franchisee in the System If you violate this provision, we will have the right to terminate this Agreement without opportunity to cure pursuant to subparagraph 7 B In addition, any party who violates this provision agrees to compensate the former employer for all costs and expenses incurred in losing and replacing the employee up to a maximum of $25 000 plus attorneys' fees and expenses This subparagraph will not be violated if (i) at the time we or you employ or seek to employ the person, the former employer has given its written consent or (ii) we employ or seek to employ the person in connection with the transfer of the Restaurant(s) to us or our designee The parties acknowledge and agree that any franchisee from whom an employee was hired by you in violation of this subparagraph shall be a third party beneficiary of this provision but only to the extent that they may seek compensation from you~~

~~P. We will designate the "Effective Date" of this Agreement in the space provided on the Data Sheet. If no Effective Date is designated on the Data Sheet, the Effective Date is the date when we sign this Agreement.~~

~~Q. You represent and warrant to us that: (i) you are not named, either directly or by an 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 currently located at www.treas.gov/offices/enforcement/ofac/, (ii) you will take no action that would constitute a violation of any applicable laws against corrupt business practices, against money laundering and against facilitating or supporting persons or entities who conspire to commit acts of terror against any person or entity, including as prohibited by the U.S. Patriot Act (currently located at www.epic.org/privacy/terrorism/hr3162.html), U.S. Executive Order 13244 (currently located at www.treas.gov/offices/enforcement/ofac/sanctions/terrorism.html) or any similar laws, and (iii) you shall immediately notify us 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.~~

IX. MISCELLANEOUS

A. **Notices.** All notices required under this Agreement will be in writing and will be given, (i) if hand delivered on the day of delivery, (ii) 3 business days after placement in the United States Mail by registered or certified mail, or (iii) the day after placement with a courier guaranteeing overnight delivery, addressed to the address listed on the signature page of this Agreement or at such other address as either party will specify in a notice to the other party.

B. **Severability.** If any provision of this Agreement is considered to be invalid or inoperative for any reason, that part will be deemed modified to the extent necessary to make it valid and operative, or if it cannot be modified, then severed, and the remainder of the Agreement will continue in effect as if the Agreement had been signed with the invalid portion modified or eliminated.

C. **Non-Waiver.** Neither party's waiver of a breach or default by the other, nor delay or failure to exercise any right upon breach or default, nor acceptance of any payment, will be deemed a waiver, nor will it impair rights for other breaches or defaults of the same or a different kind. The description of any breach or default in any notice will not prevent the assertion of other defaults or breaches. We may waive any one or more of the requirements imposed under this Agreement for the benefit of any particular area developers or any particular Unit, but the waiver in favor of any other area developers or Unit will not prevent us from enforcing the requirements against you, all other area developers and all other Units.

D. **Remedies.** The remedies available to us are non-exclusive and nothing stated in this Agreement will act to prevent our pursuit of any other rights or remedies arising due to termination of this Agreement which may otherwise become available to us in law or equity. In no event will we be liable to you for prospective profits or special, indirect, punitive or consequential damages for any conduct arising out of this Agreement or our relationship with you.

E. **Choice Of Law.** Subject to our rights under federal trademark laws and the parties' rights under the Federal Arbitration Act in accordance with Section 10.N of this Agreement, the parties' rights under this Agreement, and the relationship between the parties, is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the state where you are located.

F. **Non-Liability Of Our Affiliates.** We are the only entity obligated to you under this Agreement. You may not look to any of our affiliates or related companies, other business entities or individuals for performance of this Agreement.

G. **WAIVER OF JURY TRIAL. THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES.**

H. **Receipt of the FDD.** You acknowledge receipt of our franchise disclosure document along with this Agreement, at least 14 days before your execution of this Agreement or any payment by you to us. If any unilateral modifications have been made to this Agreement you acknowledge that you have had at least 7 days to review them.

I. **Construction of Language.** The language of this Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires, if more than one party or person is referred to as you, their obligations and liabilities will be joint and several. Headings are for reference purposes and do not control interpretation.

J. **Entire Agreement.** This Agreement, including all Attachments attached, constitutes the entire, full, and complete agreement between the parties concerning the subject matter hereof, and supersedes any and all prior agreements, provided, however, that nothing in this or any related agreement is intended to disclaim the representations we made in the franchise disclosure document that was furnished to you in connection with our offer to grant you a franchise to develop the Units. No amendment or modification to this Agreement will be binding on either party unless written and fully executed. You acknowledge that you are entering into this Agreement as a result of your own independent investigation of our franchised business and not as a result of representations about us made by our shareholders, officers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus, or other similar document required or permitted to be given to you pursuant to applicable law.

X. INDEPENDENT CONTRACTOR/INDEMNIFICATION

A. **Independent Contractor.** We and you are independent contractors, and no partnership, fiduciary, joint venture, or employment relationship exists between you and us. You will conspicuously identify yourself in all dealings with the public as an independently owned business Neither we nor you will make any agreements or representations in the name of or on behalf of the other that our relationship is other than franchisor and franchisee.

B. **Indemnification.** You agree to indemnify, defend, and hold us and our affiliates, members, managers, officers, directors, shareholders, representatives, agents and employees harmless from and against any and all claims, losses, damages and liabilities, however caused, arising directly or indirectly from, as a result of, or in connection with, the development, use and operation of your Restaurants, as well as the costs, including attorneys' fees, of defending against them (' Franchise Claims") Franchise Claims include, but are not limited to, those arising from any death, personal injury or property damage (whether caused wholly or in part through our active or passive negligence), latent or other defects in any Restaurant or your employment practices. If a Franchise Claim is made against us, we reserve the right in our sole judgment to select our own legal counsel to represent our interests, at your cost.

XI. REPRESENTATIONS AND ACKNOWLEDGMENTS/CAVEAT

YOU HAVE BEEN ADVISED TO MAKE AN INDEPENDENT INVESTIGATION OF OUR OPERATIONS. WE HAVE NOT AND DO NOT REPRESENT THAT YOU CAN EXPECT TO ATTAIN A SPECIFIC LEVEL OF SALES, PROFITS, OR EARNINGS. YOU HAVE BEEN ADVISED TO OBTAIN INDEPENDENT PROFESSIONAL ADVICE REGARDING THE FRANCHISE AND THE DEVELOPMENT RIGHTS GRANTED HEREIN. YOU UNDERSTAND THAT YOU MAY SUSTAIN LOSSES AS A RESULT OF THE OPERATION OR THE CLOSING OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT YOU UNDERSTAND THAT THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT INVOLVES A HIGH DEGREE OF FINANCIAL RISK AND DEPENDS TO A LARGE DEGREE ON YOUR SKILLS, ABILITIES, INITIATIVE, AND HARD WORK. WE DO NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE POTENTIAL SUCCESS OF THIS BUSINESS VENTURE. YOU REPRESENT AND ACKNOWLEDGE THAT YOU HAVE MADE AN INDEPENDENT INVESTIGATION OF US AND OUR OPERATIONS AND YOU ACKNOWLEDGE THAT YOU HAVE ENTERED INTO THIS AGREEMENT SOLELY IN RELIANCE UPON SUCH INDEPENDENT INVESTIGATION THIS AGREEMENT IS EFFECTIVE ONLY ONCE YOU AND WE BOTH SIGN THE AGREEMENT.

YOU REPRESENT TO US THAT YOUR SIGNATURE ON AND PERFORMANCE OF THIS AGREEMENT DOES NOT VIOLATE OR CONSTITUTE A BREACH OF THE TERMS OF ANY OTHER AGREEMENT OR COMMITMENT TO WHICH YOU, YOUR GUARANTORS OR ANY OF YOUR OR THEIR AFFILIATES ARE A PARTY.

UNDER APPLICABLE U.S. LAW, INCLUDING WITHOUT LIMITATION EXECUTIVE ORDER 1224, SIGNED ON SEPTEMBER 23, 2001 (THE "ORDER"), WE ARE PROHIBITED FROM ENGAGING IN ANY TRANSACTION WITH ANY PERSON ENGAGED IN, OR WITH A PERSON AIDING ANY PERSON ENGAGED IN, ACTS OF TERRORISM AS DEFINED IN THE ORDER ACCORDINGLY, YOU DO NOT, AND HEREAFTER WILL NOT, ENGAGE IN ANY TERRORIST ACTIVITY. IN ADDITION, YOU ARE NOT AFFILIATED WITH AND DO NOT SUPPORT ANY INDIVIDUAL OR ENTITY ENGAGED IN, CONTEMPLATING, OR SUPPORTING TERRORIST ACTIVITY FINALLY, YOU ARE NOT ACQUIRING THE RIGHTS GRANTED UNDER THIS AGREEMENT WITH THE INTENT TO GENERATE FUNDS TO CHANNEL TO ANY INDIVIDUAL OR ENTITY ENGAGED IN, CONTEMPLATING, OR SUPPORTING TERRORIST ACTIVITY, OR TO OTHERWISE SUPPORT OR FURTHER ANY TERRORIST ACTIVITY.

NO PERSON HAS THE AUTHORITY TO BIND OR OBLIGATE US EXCEPT AN AUTHORIZED OFFICER OF OURS BY A WRITTEN DOCUMENT. NO REPRESENTATIONS AS TO PROJECTIONS, FINANCIAL PERFORMANCE, POTENTIAL SUCCESS, FUTURE PROFITS, PROMISES, GUARANTEES OR WARRANTIES OF ANY KIND ARE AUTHORIZED TO BE MADE BY US OR OUR AFFILIATES OR REPRESENTATIVES OTHER THAN THOSE CONTAINED WITHIN ITEM 19 OF OUR FRANCHISE DISCLOSURE DOCUMENT.

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ AND UNDERSTAND THIS AGREEMENT AND ITS ATTACHMENTS, THAT YOU HAVE HAD AN OPPORTUNITY TO ASK US ALL QUESTIONS RELATING TO THIS AGREEMENT AND THE SYSTEM, AND THAT WE HAVE ANSWERED ALL YOUR QUESTIONS TO YOUR SATISFACTION.

THE SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED TO BE UNDERTAKEN BY YOU IS SPECULATIVE AND DEPENDS, TO A LARGE EXTENT, UPON YOUR ABILITY AND EFFORTS. WE DO NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE

POTENTIAL SUCCESS OF THIS BUSINESS VENTURE. YOU REPRESENT AND ACKNOWLEDGE THAT YOU HAVE MADE AN INDEPENDENT INVESTIGATION OF US AND OUR OPERATIONS AND YOU ACKNOWLEDGE THAT YOU HAVE ENTERED INTO THIS AGREEMENT SOLELY IN RELIANCE UPON SUCH INDEPENDENT INVESTIGATION. THIS AGREEMENT IS EFFECTIVE ONLY ONCE YOU AND WE BOTH SIGN THE AGREEMENT.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed ~~the foregoing Agreement as of the~~this Agreement on the day and year first above written.

MIDICI GROUP LLC

~~Effective Date~~

~~**Franchisor: MidiCi Group LLC**~~

~~By~~ ______________________________ ~~Amit Y. Kleinberger~~

~~Its: Chief Executive Officer~~

~~MidiCi 2015 Multi-Unit Agreement 11~~

~~Guaranty~~

~~Initial Here~~

~~**Developer**~~ ______________________

By. ______________________________
Name. ______________________
Title. ______________________

Address. 17555 Ventura Boulevard, Suite 200
Encino, CA 91316

AREA DEVELOPER

By ______________________
~~Printed Name~~ ______________________

~~Its~~ ______________________

~~By~~ ______________________

~~Printed Name~~ ______________________

~~Its~~ ______________________

~~PERSONAL GUARANTY AND AGREEMENT TO BE BOUND PERSONALLY BY THE TERMS AND CONDITIONS OF THE MULTI UNIT AGREEMENT~~

~~In consideration of the execution of the Multi Unit Agreement (the "Agreement") between MidiCi Group LLC ("we" or "us") and ____________________ (the "Developer"), dated ________________, and for other good and valuable consideration, the undersigned for themselves, their heirs, successors, and assigns, do jointly, individually and severally, hereby become surety and guarantor for the payment of all amounts and the performance of all covenants, terms and conditions in the Agreement to be paid, kept and performed by the Developer, including without limitation the arbitration and other dispute resolution provisions of the Agreement.~~

~~Further, the undersigned individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Agreement and agree that this Personal Guaranty will be construed as though the undersigned and each of them executed an agreement containing the identical terms and conditions of the Agreement.~~

~~Each of the undersigned waives (1) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed, (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed, (3) any right he/she may have to require that an action be brought against the Developer or any other person as a condition of liability, and (4) notice of any changes permitted by the terms of the Agreement or agreed to by the Developer.~~

~~In addition, the undersigned consents and agrees that (a) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the Developer or any other person,~~

~~(b) such liability will not be diminished, relieved or otherwise affected by the Developer's insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Agreement or the amendment or extension of the Agreement with or without notice to the undersigned, and (c) this Personal Guaranty shall apply to all modifications to the Agreement of any nature agreed to by Developer with or without the undersigned receiving notice thereof.~~

~~It is further understood and agreed by the undersigned that the provisions, covenants and conditions of this Personal Guaranty will inure to the benefit of our successors and assigns.~~

~~DEVELOPER~~ ____________________ ~~PERSONAL GUARANTORS~~

Name: ____________________
Title: ____________________

Address:

____
____

ATTACHMENT A (ADA)

DEVELOPMENT AREA AND DEVELOPMENT FEE

Development Area

The Development Area is composed of the following Trade Areas.

__________________________ Trade Area 1

__________________________ Trade Area 2

__________________________ Trade Area 3

__________________________ Trade Area 4

__________________________ Trade Area 5

Development Fee

Number of Units. _________

Total Development Fee. _________

ATTACHMENT B (ADA)

DEVELOPMENT SCHEDULE AND EXPIRATION DATE

~~Individually~~ ~~Individually~~

~~Print Name~~ ~~Print Name~~

~~Address~~ ~~Address~~

~~City State Zip Code~~ ~~City State Zip Code~~

~~Telephone~~ ~~Telephone~~

~~Individually~~ ~~Individually~~

~~Print Name~~ ~~Print Name~~

~~Address~~ ~~Address~~

~~City State Zip Code~~ ~~City State Zip Code~~

~~Telephone~~ ~~Telephone~~

~~**APPENDIX A DATA SHEET**~~

~~1 **Developer**~~

~~Franchisor~~ ~~Developer~~

~~2 Effective Date~~ ____________

~~**Franchisor MidiCi Group LLC**~~

~~By~~ ____________
~~Amit Y Kleinberger~~

~~Its Chief Executive Officer~~

~~**Developer**~~ ____________

~~By~~ ____________

~~Printed Name~~ ____________

~~Its~~ ____________

~~By~~ ____________

~~Printed Name~~ ____________

~~Its~~ ____________

~~**APPENDIX B DEVELOPMENT SCHEDULE**~~

~~You acknowledge and agree that a material provision of the Multi Unit Agreement is that the following number of MidiCi Restaurants must be opened and continuously operating in accordance with~~

~~the following Development Schedule~~

~~Restaurant Number~~	~~Date by Which Franchise Agreement Must be Signed~~	~~Date by Which the Restaurant Must be Opened and Continuously Operating for Business~~	~~Cumulative number of Restaurants Required to be Open and Continuously Operating for Business as of the Date in Preceding Column~~
~~1~~	~~Date of this Agreement~~		~~1~~
~~2~~			~~2~~

~~For purposes of determining compliance with the above Development Schedule, only the Restaurants actually open and continuously operating for business as of a given date will be counted toward the number of Restaurants required to be open and continuously operating for business~~

~~We will only charge the remaining balance of the Initial Franchise Fee and ongoing fees for a particular Restaurant upon the signing of a Franchise Agreement for the Restaurant If this Agreement is terminated and you have not signed a Franchise Agreement for a Restaurant(s) you agreed to develop, we will not refund any portion of the Multi Unit Fee you paid to us nor will we charge you any additional fees for the undeveloped Restaurants Once a Franchise Agreement is signed we will charge the initial and ongoing fees are outlined in the Franchise Agreement These additional and ongoing fees will be charged should you elect to open additional MidiCi Restaurants through executing additional Franchise Agreements according to our franchise policies~~

~~[*Signatures on following page*]~~

~~Franchisor: MidiCi Group LLC~~

~~By~~ ______________________________

~~Amit Y. Kleinberger~~

~~Its Chief Executive Officer~~

~~Developer:~~ ______________________________

~~By~~ ______________________________

~~Printed Name~~ ______________________________

~~Its~~ ______________________________

~~By~~ ______________________________

~~Printed Name~~ ______________________________

~~Its~~ ______________________________

~~ACKNOWLEDGMENT ADDENDUM TO MIDICI MULTI UNIT~~

~~AGREEMENT~~

~~As you know you and we are entering into a Multi Unit Agreement for the development and operation of MidiCi Restaurants The purpose of this Acknowledgment Addendum is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your business Please review each of the following questions carefully and provide honest responses to each question~~

~~**Acknowledgments and Representations***~~

~~1 Did you receive a copy of our Disclosure Document (and all exhibits and attachments) at least 14 calendar days prior to signing the Multi Unit Agreement? Check one (__) Yes (__) No If no please comment~~

____

~~2 Have you studied and reviewed carefully our Disclosure Document and Multi Unit Agreement?~~
~~Check one (_) Yes (_) No If no, please comment~~ ____________________________

____

~~3 Did you understand all the information contained in both the Disclosure Document and Multi Unit~~
~~Agreement? Check one (_) Yes (_) No If no please comment~~ ____________________________

____

~~4 Was any oral, written or visual claim or representation made to you that contradicted the disclosures in the Disclosure Document? Check one (__) Yes (__) No If yes please state in detail the oral, written or visual claim or representation~~

____

~~5 Except as stated in Item 19 of the Disclosure Document, did any employee or other person speaking on behalf of MidiCi Group LLC make any oral, written or visual claim statement promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any MidiCi location or business, or the likelihood of success at your franchised business? Check one (_) Yes (_) No If yes please state in detail the oral written or visual claim or representation~~

____

____

~~6 Did any employee or other person speaking on behalf of MidiCi Group LLC make any statement or promise regarding the costs involved in operating a franchise that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document Check one (__) Yes (__) No If yes please comment~~

____

~~7 Do you understand that the success or failure of the development and operation of your Restaurants will depend in large part upon your skills and experience, your business acumen, your location the local market for products under the MidiCi trademarks interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you sign your Multi Unit Agreement may change? Check one (__) Yes (__) No If no, please comment~~

____

____

~~YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM BY SIGNING THIS ADDENDUM YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS IF MORE SPACE IS NEEDED FOR ANY ANSWER CONTINUE ON A SEPARATE SHEET AND ATTACH~~

~~**NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT**~~

~~Signed~~ ____________________ ~~Signed~~

~~Print Name~~ ____________________ ~~Print Name~~

~~Date~~ ____________________ ~~Date~~

~~Signed~~ ____________________ ~~Signed~~ ____________________ ~~Print Name~~ ____

~~Date~~ ____________________ ~~Date~~ ____________________

~~**Franchisor MidiCi Group LLC**~~

~~By~~ ____________________ ~~Amit Y Kleinberger~~

~~Its Chief Executive Officer~~ ____________________

Development Schedule

Unit Number	Date Franchise Agreement must be executed and Initial Franchise Fee paid	Date Unit Must be Operational

Expiration Date

The expiration date is ______________.

Exhibit E

~~COMPUTER AND SOFTWARE~~

~~REQUIREMENTS A Point of Sale Platform~~

~~1 North American MidiCi locations must use the MidiCi approved POS platform~~

~~2 Approved POS platform must report daily to the MidiCi North American Reporting portal~~

~~B Back Office IT Environment~~

~~1 Back office Windows PC required for all non-POS related tasks including but not limited to, reporting accounting, electronic communications and web based activities~~

~~2 Color Printer~~

~~C Restaurant IT Environment~~

~~1 Restaurant required to maintain PCI DSS compliance~~

~~2 DVR security cameras require a PCI compliant configuration~~

~~3 If site provides wireless access a separate Internet connection and local area network is required~~

~~4 POS network minimum internet bandwidth - 3Mbps download / 2Mbps upload~~

~~**Exhibit F**~~

OPERATIONS MANUAL TABLE OF CONTENTS

MidiCi Operation Manual

Exhibit ~~G~~F

STATE ADDENDA

CALIFORNIA ADDENDUM

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

You 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

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

A The franchisor, any person or franchise broker in Item 2 of the franchise disclosure document is not subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U S C A 78a et seq , suspending or expelling such persons from membership in such association or exchange

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

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

D The franchise agreement may contain a liquidated damages clause Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable

E The franchise agreement requires binding arbitration The arbitration will occur in the city where our headquarters are then located (currently, Los Angeles County, California) with the costs being borne by the non prevailing party

F The franchise agreement requires application of the laws of California

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040 5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California

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~~US 104070291 08~~

Section 31125 of the Franchise Investment Law requires us to give to you a disclosure document approved by the Commissioner of Business Oversight before we ask you to consider a material modification of your franchise agreement

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

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at www dbo ca gov

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR CALIFORNIA FRANCHISEES

This Addendum to the Franchise Agreement ("Franchise Agreement") dated ______________ between MidiCi Group LLC ("Franchisor") and ______________ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement

1 The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement This Addendum is being executed because (a) the offer or sale of the franchise to Franchisee was made in the State of California, (b) Franchisee is a resident of the State of California, and/or (c) the franchised business will be located or operated in the State of California

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

3 Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement

4 Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect

FRANCHISOR
MidiCi Group LLC

By ______________

Printed Name ______________

Title ______________

Date ______________

FRANCHISEE

____

By ______________

Printed Name ______________

Title ______________

Date ______________

~~MIDICI 2016 FDD US 10407 0291 08~~

HAWAII ADDENDUM

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

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

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

ILLINOIS ADDENDUM

YOU DO NOT RECEIVE AN EXCLUSIVE TERRITORY WE CAN COMPETE WITH YOU IN NON-TRADITIONAL (SPECIAL SITE) LOCATIONS AND IN ALTERNATE CHANNELS OF DISTRIBUTION

Item 17. Additional Disclosures. The following statement is added to Item 17

The conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void " To the extent that any provision in the Agreement is inconsistent with Illinois law, Illinois law will control

Except for those cases in which Franchisor is entitled to the entry of temporary and permanent injunctions and orders of specific performance in accordance with the terms of the Franchise Agreement and claims of promissory fraud, all disputes must be arbitrated in the county in which Franchisor's principal offices are located at the time the demand for arbitration is filed

ADDENDUM TO THE FRANCHISE AGREEMENT
<u>REQUIRED FOR ILLINOIS FRANCHISEES</u>

This Addendum to the Franchise Agreement ("Franchise Agreement") dated ______________________ between MidiCi Group LLC ("Franchisor") and ______________________ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement

1 The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement This Addendum is being executed because (a) the offer or sale of the franchise to Franchisee was made in the State of Illinois, (b) Franchisee is a resident of the State of Illinois, and/or (c) the Franchised Business will be located or operated in the State of Illinois

2 The following sentence is added to the end of Section15 I

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois, provided that the Franchise Agreement may provide for arbitration in a forum outside of Illinois

3 The following sentence is added to the end of Section 15 H(1)

Notwithstanding the foregoing, the Illinois Franchise Disclosure Act shall govern the Franchise Agreement

4 Any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void

5 Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement

6 Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect

[Signatures on following page]

Franchisor MidiCi Group LLC

By ______________________________ ~~Amit Y Kleinberger~~
~~Its Chief Executive Officer~~

MJ Kwon, Its, Senior Director Franchise Development

Franchisee ______________________________

By ______________________________

Printed Name ______________________________

Its ______________________________

By ______________________________

Printed Name ______________________________
Its ______________________________

ADDENDUM TO THE ~~MULTI UNIT~~ AREA DEVELOPMENT AGREEMENT REQUIRED FOR ILLINOIS DEVELOPERS

This Addendum to the ~~Multi Unit~~ Area Development Agreement ("~~Multi Unit~~ Area Development Agreement") dated ______________ 20__, between MidiCi Group LLC ("Franchisor") and ______________ ("Developer") is entered into simultaneously with the execution of the ~~Multi Unit~~ Area Development Agreement

1 The provisions of this Addendum form an integral part of, and are incorporated into the ~~Multi Unit~~ Area Development Agreement This Addendum is being executed because (a) the offer or sale of the franchise to Developer was made in the State of Illinois, (b) Developer is a resident of the State of Illinois, and/or (c) the Franchised Businesses will be located or operated in the State of Illinois

2 The following sentence is added to the end of Section 10 G(1)

Notwithstanding the foregoing, the Illinois Franchise Disclosure Act shall govern this Agreement

3 The following sentence is added to the end of Section 10 H

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in this Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois, provided that this Agreement may provide for arbitration in a forum outside of Illinois

4 Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void " To the extent that any provision of the ~~Multi Unit~~ Area Development Agreement is inconsistent with Illinois law, Illinois law will control

5 Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the ~~Multi Unit~~ Area Development Agreement

6 Except as expressly modified by this Addendum, the ~~Multi Unit~~ Area Development Agreement remains unmodified and in full force and effect

Franchisor MidiCi Group LLC

~~By ______________________________ Amit Y Kleinberger~~

By. ______________________________
MJ Kwon , Its. Senior Director Franchise Development

~~Its Chief Executive Officer~~

Franchisee ______________________________

~~By ______________________________~~

~~Printed Name ______________________________~~

~~Its~~ ______________________

By ______________________

Printed Name ______________________

Its ______________________

MARYLAND ADDENDUM

Item 1. Additional Disclosures The following statements are added to Item 1

The general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law

Item 17. Additional Disclosures. The following statements are added to Item 17

The general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law

The "Summary" column of Item 17(H) of the Disclosure Document, pertaining to "Cause defined – defaults that cannot be cured" is supplemented to state that any provision in the Franchise Agreement which terminates the franchise upon the bankruptcy of the Franchisee may not be enforceable under federal bankruptcy law

Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law, provided that the Franchise Agreement may provide for arbitration in a forum outside of Maryland Pursuant to COMAR 02 02 08 16L, the franchisee cannot be required to waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in Maryland

Section 14-227(e) of the Maryland Franchise Registration and Disclosure Law requires that any claims arising under that Law be brought within 3 years after the grant of the franchise

Item 22. Additional Disclosures. The following statements are added to Item 22

Item 22 of the Disclosure Document is supplemented to state that the form of general release referred to in Items 17 c and 17 m is attached to this Disclosure Document pursuant to Maryland Franchise Registration and Disclosure Law

ADDENDUM TO THE FRANCHISE AGREEMENT REQUIRED FOR MARYLAND FRANCHISEES

This Addendum to Franchise Agreement ("Franchise Agreement") dated ______________ between MidiCi Group LLC ("Franchisor") and ______________ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement

1 The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement This Addendum is being executed because (a) the offer or sale of the franchise to Franchisee was made in the State of Maryland, (b) Franchisee is a resident of the State of Maryland, and/or (c) the Franchised Business will be located or operated in the State of Maryland

2 The following sentence is added to the end of Section 1

Representations in the Franchise Agreement are not intended to, nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law

3 The following sentence is added to the end of Sections 4 B and 11 D

The general release required as a condition of renewal or transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law

4 The following sentence is added to the end of Section 15 I

Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law, provided that the Franchise Agreement may provide for arbitration in a forum outside of Maryland Pursuant to COMAR 02 02 08 16L, Franchisee cannot be required to waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in Maryland

4 Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement

6 Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect

[*Signatures on following page*]

Franchisor MidiCi Group LLC

By ____ ~~Amit~~

~~Y Kleinberger~~

~~Its Chief Executive Officer~~ ________________

MJ Kwon

Its. Senior Director Franchise Development

Franchisee ________________________________

By ____

Printed Name ______________________________

Its ____

By ____

Printed Name ______________________________

Its ____

MINNESOTA ADDENDUM

Item 13. Additional Disclosure. The following statement is added to Item 13

We will protect your right to use the Marks or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name to the extent required by Minn Stat Sec 80C 12, Subd 1(g)

Item 17. Notice of Termination. The following statement is added to Item 17

With respect to franchises governed by Minnesota law, Franchisor will comply with Minnesota Statute § 80C 14, subdivisions 3, 4, and 5 which requires, except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non- renewal of the Franchise Agreement

Item 17. Governing Law, Jurisdiction and Venue and Choice of Forum. The following statement is added to the cover page and Item 17

Minnesota Statutes, Section 80C 21 and Minnesota Rule 2860 4400J prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction

Item 17. General Release. The following statement is added to Item 17

Minnesota Rule 2860 4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C 01 – 80C 22

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR MINNESOTA FRANCHISEES

This Addendum to the Franchise Agreement ("Franchise Agreement") dated __________ between MidiCi Group LLC("Franchisor") and ____________________("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement

1 The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement This addendum is being executed because (a) the offer or sale of the franchise to Franchisee was made in the State of Minnesota, (b) Franchisee is a resident of the State of Minnesota, and/or (c) the Franchised Business will be located or operated in the State of Minnesota

2 The following sentence is added to the end of Section 13 B

With respect to franchises governed by Minnesota law, Franchisor will comply with Minnesota Statute § 80C 14, subdivision 3, 4, and 5 which requires, except in certain cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement

3 The following sentence is added to the end of Sections 4 B and 11 D

Notwithstanding the foregoing, Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C 01 – 80C 22

4 Section 12 C is deleted and replaced with the following

Franchisor shall be entitled to the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement relating to (1) Franchisee's use of the Trademarks, (2) the construction and equipping of the Franchised Business, (3) the obligations of Franchisee upon termination or expiration of this Agreement, (4) a Transfer of this Agreement, any ownership interest therein or in the lease for the Franchised Business, and (5) as necessary to prohibit any act or omission by Franchisee or its employees that would constitute a violation of any applicable law, ordinance, or regulation, or which is dishonest or misleading to Franchisor and/or Franchisor's other licensees

5 The following sentences are added to the end of Sections 12 B and 15 I

Minnesota Statute § 80C 21 and Minnesota Rule 2860 4400J prohibit Franchisor from requiring arbitration or litigation to be conducted outside Minnesota In addition, nothing in the Disclosure Document or the Franchise Agreement can abrogate or reduce any of Licensee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction

6 Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement

7 Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect

[SIGNATURE PAGE TO FOLLOW]

Franchisor MidiCi Group LLC

By ______________________________ ~~Amit Y Kleinberger~~
~~Its Chief Executive Officer~~ ______________________________

MJ Kwon, Its, Senior Director Franchise Development

Franchisee ______________________________

By ______________________________

Printed Name ______________________________

Its ______________________________

By ______________________________

Printed Name ______________________________
Its ______________________________

<u>**NEW YORK ADDENDUM**</u>

<u>**Item 3. Additional Disclosure.**</u> Item 3 is revised to read as follows

Neither Franchisor, nor any predecessor, nor any person identified in Item 2 above, nor any affiliate offering franchises under Franchisor's principal trademark

A Has any administrative, criminal, or civil action pending against that person alleging a felony, a violation of a franchise law, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations or 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 a violation of a franchise, antifraud or securities law, fraud, embezzlement, fraudulent conversion, or misappropriation of property, or unfair or deceptive practices, or comparable allegation

C Is subject to a currently effective injunctive or restrictive order or decree relating to franchises, 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

<u>**Item 4. Additional Disclosure.**</u> Item 4 is revised to read as follows

Neither Franchisor nor any of its predecessors, affiliates, or officers or general partner, during the 10-year period immediately before the date of the Disclosure Document (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 one year after the officer or general partner of the franchisor held this position in the company or partnership

<u>**Item 5. Initial Fees.**</u> Item 5 is revised to include the following language

We will use the Initial Fee to partially defer our cost in franchise selection and providing our initial services

<u>**Item 17. Additional Disclosures.**</u> The following statements are added to Item 17

Franchisor will not assign its rights under the Franchise Agreement except to an assignee who in Franchisor's good faith and judgment is willing and financially able to assume Franchisor's obligations under the Franchise Agreement or ~~Multi Unit~~ Area Development Agreement

The New York Franchises Law requires that New York law govern any cause of action which arises under the New York Franchises Law

Franchisee or ~~Multi Unit~~ Developer may terminate the Agreement on any grounds available by law

The foregoing choice of law should not be considered a waiver of any right conferred upon the Franchisor or upon the Franchisee or upon the ~~Multi Unit~~ Developer by Article 33 of the General Business Law of the State of New York

The New York General Business Law, Article 33, Sections 680 through 695 may supersede any provision of the Franchise Agreement inconsistent with that law

ADDENDUM TO THE FRANCHISE AGREEMENT AND ~~MULTI UNIT~~ AREA DEVELOPMENT AGREEMENT

REQUIRED FOR NEW YORK FRANCHISEES

This Addendum to the Franchise Agreement ("Franchise Agreement") ~~dated~~ and/or the Area Development Agreement between MidiCi Group LLC ("Franchisor") and ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement and/or Area Development Agreement

1 The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement This Addendum is being executed because (a) the offer or sale of the franchise to Franchisee was made in the State of New York, (b) Franchisee is a resident of the State of New York, and/or (c) the Franchised Business will be located or operated in the State of New York

2 Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Section 680 - 695 may not be enforceable

3 The following sentence is added to the end of Sections 4 B and 11 D

Any provision in the Franchise Agreement requiring Franchisee to sign a general release of claims against Franchisor does not release any claim Franchisee may have under New York General Business Law, Article 33, Sections 680-695

4 The following sentence is added at the end of Section 11 G

Franchisor will not assign its rights under the Franchise Agreement except to an assignee who in Franchisor's good faith and judgment is willing and financially able to assume Franchisor's obligations under the Franchise Agreement

5 The following sentence is added to the end of Section 15 H(1)

Notwithstanding the foregoing, the New York Franchises Law shall govern any claim arising under that law

6 Franchisee or ~~Multi Unit~~ Developer may terminate the Agreement on any grounds available by law

7 The foregoing choice of law should not be considered a waiver of any right conferred upon the Franchisor or upon the Franchisee or upon the ~~Multi Unit~~ Developer by Article 33 of the General Business Law of the State of New York

8 Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement

9 Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect

[~~THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK~~SIGNATURE PAGE TO FOLLOW]

~~MIDICI 2016 FDD US 104 070291 08~~

Franchisor MidiCi Group LLC

By ______________________________ ~~Amit Y Kleinberger~~
~~Its Chief Executive Officer~~

MJ Kwon , Its. Senior Director Franchise Development

Franchisee ______________________________

By ______________________________

Printed Name ______________________________

Its ______________________________

By ______________________________

Printed Name ______________________________

Its ______________________________

NORTH DAKOTA ADDENDUM

Item 17. Additional Disclosures. The following statements are added to Item 17

Pursuant to the North Dakota Franchise Investment Law, any provision requiring franchisees to consent to the jurisdiction of courts outside North Dakota or to consent to the application of laws of a state other than North Dakota is void Any mediation or arbitration will be held at a site agreeable to all parties The laws of the State of North Dakota will govern any dispute

Any general release the franchisee is required to assent to is not intended to nor shall it act as a release, estoppel or waiver of any liability MidiCi Group LLC may have incurred under the North Dakota Franchise Investment Law

Covenants not to compete upon termination or expiration of the franchise agreement are generally not enforceable in the State of North Dakota, except in certain instances as provided by law

The Franchise Agreement includes a waiver of exemplary and punitive damages That requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Disclosure Document and Franchise Agreement

The Franchise Agreement stipulates that the franchisee shall pay all costs and expenses incurred by MidiCi Group LLC in enforcing the agreement For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees

The Franchise Agreement requires the franchisee to consent to a waiver of trial by jury That requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Disclosure Document and Franchise Agreement

The Franchise Disclosure Document, Franchise Agreement and ~~Multi-Unit~~ Area Development Agreement state that franchisee must consent to the jurisdiction of courts in the state of California That requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Disclosure Document, Franchise Agreement and ~~Multi-Unit~~ Area Development Agreement

The Franchise Disclosure Document and Franchise Agreement may require franchisees to consent to termination or liquidated damages The Commissioner has determined this to be unfair, unjust and inequitable within the intent of the North Dakota Franchise Investment Law This requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Disclosure Document and Franchise Agreement

The Franchise Agreement requires the franchisee to consent to a limitation of claims within one year That requirement will not apply to North Dakota franchisees and, instead the statute of limitations under North Dakota law will apply

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR NORTH DAKOTA FRANCHISEES

This Addendum to the Franchise Agreement ("Franchise Agreement") dated ______________ between MidiCi Group LLC ("Franchisor") and ______________ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement

1 The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement This Addendum is being executed because (a) the offer or sale of the franchise to Franchisee was made in the State of North Dakota, (b) Franchisee is a resident of the State of North Dakota, and/or (c) the Franchised Business will be located or operated in the State of North Dakota

2 Any release executed in connection herewith shall not apply to any claims that may arise under the North Dakota Franchise Investment Law

3 Covenants not to compete are generally considered unenforceable in the State of North Dakota

4 The choice of law other than the State of North Dakota may not be enforceable under the North Dakota Franchise Investment Law The laws of the State of North Dakota will govern any dispute

5 The waiver of punitive or exemplary damages may not be enforceable under the North Dakota Franchise Investment Law This requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Franchise Agreement

6 The waiver of trial by jury may not be enforceable under the North Dakota Franchise Investment Law This requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Franchise Agreement

7 The requirement that mediation or arbitration be held in the city in which franchisor's headquarters are then located (currently California) may not be enforceable under the North Dakota Franchise Investment Law Any mediation or arbitration will be held at a site agreeable to all parties

8 The requirement that a franchisee consent to termination or liquidated damages has been determined by the Commissioner to be unfair, unjust and inequitable within the intent of the North Dakota Franchise Investment Law This requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Franchise Agreement

9 The Franchise Agreement states that franchisee must consent to the jurisdiction of courts in the state in which franchisor's headquarters are then located (currently California) That requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Franchise Agreement

10 The Franchise Agreement requires the franchisee to consent to a limitation of claims within one year That requirement will not apply to North Dakota franchisees and, instead, the statute of limitations under North Dakota law will apply

11 The Franchise Agreement stipulates that the franchisee shall pay all costs and expenses incurred by MidiCi Group LLC in enforcing the agreement For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees

Franchisor MidiCi Group LLC

By ______________________________

~~Amit Y. Kleinberger~~MJ Kwon

Its. Senior Director Franchise Development

~~Its Chief Executive Officer~~

Franchisee ______________________________

By ______________________________

Printed Name ______________________________

Its ______________________________

By ______________________________

Printed Name ______________________________

Its ______________________________

ADDENDUM TO THE ~~MULTI UNIT~~ AREA DEVELOPMENT AGREEMENT REQUIRED FOR NORTH DAKOTA DEVELOPERS

Notwithstanding anything to the contrary in the Area Development Agreement to which this Addendum is attached, the following terms and conditions shall control

1 The ~~Multi Unit~~ Area Development Agreement states that Developer must consent to the jurisdiction of courts in the state in which franchisor's headquarters are then located (currently California) That requirement will not apply to North Dakota Developers and is deemed deleted in each place it appears in the Area Development Agreement

2 The choice of law other than the State of North Dakota may not be enforceable under the North Dakota Franchise Investment Law The laws of the State of North Dakota will govern any dispute

Franchisor MidiCi Group LLC

By ______________________________ ~~Amit Y Kleinberger~~
~~Its Chief Executive Officer~~

MJ Kwon, Its, Senior Director Franchise Development

Area Developer ______________________

By ______________________________

Printed Name ______________________

Its ______________________________

By ______________________________

Printed Name ______________________

Its ______________________________

RHODE ISLAND ADDENDUM

Item 17. Additional Disclosure. The following statement is added to Item 17

Section 19-28 1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act"

ADDENDUM TO THE FRANCHISE AGREEMENT REQUIRED FOR RHODE ISLAND FRANCHISEES

This Addendum to the Franchise Agreement ("Franchise Agreement") dated ______, 20___ between MidiCi Group, LLC ("Franchisor") and ______ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement

1 The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement This Addendum is being executed because (a) the offer or sale of the franchise to Franchisee was made in the State of Rhode Island, (b) Franchisee is a resident of the State of Rhode Island, and/or (c) the Franchised Business will be located or operated in the State of Rhode Island

2 The following sentence is added to the end of Sections 15 I

Section 19-28 1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act "

3 Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement

4 Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect

Franchisor MidiCi Group LLC

By ______________________ ~~Amit Y Kleinberger~~
~~Its Chief Executive Officer~~

MJ Kwon , Its, Senior Director Franchise Development

Franchisee ______________________

By ______________________

Printed Name ______________________

Its ______________________

By ______________________

Printed Name ______________________

Its ____

ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF VIRGINIA

Item 17. Additional Disclosure. In recognition of the restrictions contained in Section 13 1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Franchisor for use in the Commonwealth of Virginia shall be amended as follows

> "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 ground 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 "

WASHINGTON ADDENDUM

General.

- The State of Washington has a statute, the Washington Franchise Investment Protection Act, RCW 19 100 180 ("Act"), which may supersede the Franchise Agreement in your relationship with Franchisor including the areas of termination and renewal of your franchise There also may be court decisions which may supersede the Franchise Agreement in your relationship with Franchisor including the areas of termination and renewal of your franchise

Item 17.

- In any arbitration involving a franchise purchased in the State of Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator

- In the event of a conflict of laws, the provisions of the Act shall prevail

- A release or waiver of rights executed by Franchisee shall not include rights under the Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights 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

Item 21.

- The Franchisor has posted a surety bond to secure its performance of its obligations to Washington franchisees and ~~multi-unit~~ developers

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR WASHINGTON FRANCHISEES

This Addendum to the Franchise Agreement ("Franchise Agreement") dated _______, 20__, between ~~MidiCiGroup~~MidiCiGroup LLC ("Franchisor") and __________________("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement

1 The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement This Addendum is being executed because (a) the offer or sale of the franchise to Franchisee was made in the State of Washington, (b) Franchisee is a resident of the State of Washington, and/or (c) the Franchised Business will be located or operated in the State of Washington

2 The State of Washington has a statute, the Washington Franchise Investment Protection Act, RCW 19 100 180 ("Act"), which may supersede the Franchise Agreement in your relationship with Franchisor including the areas of termination and renewal of your franchise There also may be court decisions which may supersede the Franchise Agreement in your relationship with Franchisor including the areas of termination and renewal of your franchise

3 Section 9 A of the Franchise Agreement is revised to provide that we have posted a surety bond with Hartford Fire Insurance Company This surety bond is on file with the Washington Department of Financial Institutions

4 In any arbitration involving a franchise purchased in the State of Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator

5 In the event of a conflict of laws, the provisions of the Act shall prevail

6 A release or waiver of rights executed by Franchisee shall not include rights under the Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel No provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial, may not be enforceable

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

8 Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement

9 Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect

10 The undersigned does hereby acknowledge receipt of this Addendum

Franchisor MidiCi Group LLC

By ______________________________________ ~~Amit Y Kleinberger~~
~~Its Chief Executive Officer~~

MJ Kwon, Its Senior Director Franchise Development

Franchisee ________________________________

By ______________________________________

Printed Name ______________________________

Its ______________________________________

By ______________________________________

Printed Name ______________________________

Its ______________________________________

Exhibit
~~H~~G

SAMPLE RELEASE

BE IT KNOWN, that ____________________________ and _______________________, (hereafter referred to as the "Releaser(s)"), for and in consideration of the sum of Ten Dollars (US) ($10 00), or other valuable consideration received from or on behalf of MidiCi Group LLC (hereafter referred to as the ("Releasee"), the receipt of which is hereby acknowledged, do(es) hereby remise, release, acquit, satisfy, and forever discharge the said Releasee, its administrators, successors and assigns, of and from all manner of action(s),cause(s) of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said Releaser(s) ever had, now has, or which any personal representative, successor, heir or assignor said Releaser(s), hereafter can, shall or may have, against said Releasee by reason of any matter, cause or thing whatsoever, arising out of the
Franchise Agreement and relationship entered into between the parties on the _____ day of _______________________,20_____ to the date of this instrument

IN WITNESS WHEREOF, the said Releaser(s) has hereunto set his/her hand and seal this ___ day of _______, 20____________________

____
Releaser

____
Releaser

State of _________________)
) ss
County of _________________)

The foregoing instrument was acknowledged by me this ______ day of _____________, 20____ by ________________________________ and _______________________, who is/are personally known by me

(SEAL)

____

Notary Public State of ________________
My Commission Expires ______________

Exhıbıt ~~I~~H

LIST OF FRANCHISEES IN THE SYSTEM

Lıst of Franchısees that ~~have Signed Agreements, but Outlet not Open: (as of December 31, 2015)~~opened Outlets durıng 2017

~~State~~	~~Franchise Owner~~	~~Address~~	~~Telephone~~	~~Email~~
~~AR~~	~~Robert Dennıs~~	~~3100 Emory Ct~~ ~~Bentonville AR 72712~~	~~(479) 619 8899~~	~~Bobby@BobbyDennıs com~~
~~AZ~~	~~Craıg Early~~	~~29624 N 46th St~~ ~~Cave Creek AZ 85331~~	~~(602) 369 7842~~	~~cearly1@cox net~~
~~AZ~~	~~Mıchelle Candelarıa~~	~~2045 N Chestnut~~ ~~Mesa AZ 85213~~	~~(602) 510 3323~~	~~mcande1234@aol com~~
~~CA~~	~~Ramın Kotobı~~	~~9 Indıgo Pl~~ ~~Alıso Vıejo CA 92656~~	~~(949) 378 0140~~	~~ramın kotobı@gmaıl com~~
~~CA~~	~~Charbel Aoun~~	~~19844 Modoc Rd~~ ~~Apple Valley CA 92308~~	~~(760) 217 4969~~	~~ceaoun57@hotmaıl com~~
~~CA~~	~~Omıd Edızadeh~~	~~6101 Washıngton Blvd~~ ~~Culver City CA 90232~~	~~(310) 990 1812~~	~~omıd@dıgıcellıntl com~~
~~CA~~	~~Jake (Jıtendra) Kalsarıa~~	~~6752 Stıllbrook Way~~ ~~Eastvale CA 92880~~	~~(714) 858 2225~~	~~jıtendrakalsarıa@gmaıl com~~
~~CA~~	~~Suzette Buchanan~~	~~1507 Rıdgemont Court~~ ~~Fullerton CA 92831~~	~~(714) 269 8051~~	~~suzıeb5@hotmaıl com~~
~~CA~~	~~Mahyar Mırzanagh~~	~~91 Nıghthawk~~ ~~Irvıne CA 92604~~	~~(949) 419 4151~~	~~mahyarsemaıl@gmaıl com~~
~~CA~~	~~Scott Burr~~	~~79434 Calle Prospero~~ ~~La Quınta CA 92253~~	~~(760) 333 2893~~	~~srburr@hotmaıl com~~
~~CA~~	~~Vınay Shetty~~	~~6371 Almaden Way~~ ~~Lıvermore CA 84551~~	~~(925) 577 5121~~	~~shettyvk@yahoo com~~
~~CA~~	~~Brıan Evans~~	~~749 Lıdo Dr~~ ~~Lıvermore, CA 94550~~	~~(925) 337 4428~~	~~mrbevans97@gmaıl com~~
~~CA~~	~~Jaı Rhee~~	~~24157 Sherıngham Lane~~ ~~Los Angeles CA 90077~~	~~(213) 944 2730~~	~~jaıden07132012@gmaıl com~~
~~CA~~	~~Cheng Wang~~	~~101 Ladybug Lane~~ ~~Martınez CA 94553~~	~~(646) 270 1496~~	~~chgwang512@gmaıl com~~
~~CA~~	~~Craıg Hardy~~	~~1813 Savoıe Way~~ ~~Modesto CA 95356~~	~~(209) 277 5517~~	~~Craıg Hardy@ejgallo com~~
~~CA~~	~~Mary Uen~~	~~2291 Adrıan Street~~ ~~Newbury Park CA 91320~~	~~(818) 274 6235~~	~~mary uen77@gmaıl com~~
~~CA~~	~~Nurısta Marıntyan~~	~~6318 Beeman Ave~~ ~~North Hollywood CA 91606~~	~~(818) 425 2317~~	~~n_martınyan@yahoo com~~
~~CA~~	~~Darrell Edwards~~	~~13738 Campus Dr~~ ~~Oakland CA 94605~~	~~(510) 459 5684~~	~~darrelledwards100@gmaıl com~~
~~CA~~	~~Mıke Alshamy~~	~~2611 Vısta Loop~~ ~~Oxnard, CA 93036~~	~~(805) 551 9859~~	~~shamymıke@yahoo com~~

Franchise Owner	Restaurant Address	Telephone	Email
Juan Cruz	5850 North Mesa El Paso, TX 79912	(915) 303-5055	MID7002@midicipizza.com
John Davimos	510 North Federal Hwy Fort Lauderdale, FL 33308	(954) 908-1938	MID7005@midicipizza.com
Troy Renfrow	720 Centerview Blvd Kissimmee, FL 34741	(407) 201-3824	MID7159@midicipizza com
Zach Hartt	12371 James St Holland, MI 49424	(616) 377-7733	MID7191@midicipizza.com
Mike Heiland	1007 East Broadway Columbia ,MO 65201	1007 East Broadway	Columbia

Affiliate-Owned Location

14612 Ventura Blvd
Sherman Oaks, CA 91403
(818) 788-2178
midici7001@midicipizza.com

List of Franchisees that have Signed Agreements, but Outlet not Open (as of December 31, 2016)

~~State~~	~~Franchise Owner~~	~~Address~~	~~Telephone~~	~~Email~~
~~TX~~	~~Michael Crain~~	~~4450 Oak Park Lane Fort Worth TX 76109~~	~~(202) 215 8415~~	~~michaeldcrain@gmail com~~
~~TX~~	~~Keon Suber~~	~~3239 Wentworth St Houston TX 77004~~	~~(832) 655 8446~~	~~ksuber77@yahoo com~~
~~TX~~	~~Khoa Ngo~~	~~226 Gessner Rd Houston TX 77024~~	~~(832) 452 0591~~	~~ngo khoa@sbcglobal net~~
~~TX~~	~~Brandon Gawthorp~~	~~6426 Clear Bend Ln Katy TX 77450~~	~~(832) 726 9372~~	~~Speedywings@sbcglobal net~~
~~TX~~	~~Bill Fang~~	~~4529 Daffodil Trail Plano TX 75093~~	~~(972) 523 7955~~	~~BFang5604@gmail com~~
~~TX~~	~~Anil Panjwani~~	~~5718 White River Pass Lane Sugar Land TX 77479~~	~~(832) 466 8701~~	~~anilpanjwani@aol com~~
~~TX~~	~~Tyrone Rice~~	~~6127 N Tamarino Park Lane Sugar Land TX 77479~~	~~(770) 500 7491~~	~~ricesrt@gmail com~~
~~UT~~	~~Brad Summers~~	~~10366 South Whispering Sands Drive South Jordan UT 84095~~	~~(385) 315 3177~~	~~sbsummers7@msn com~~
~~VA~~	~~John Brown~~	~~621 N Oakland St Arlington VA 22203~~	~~(703) 899 4540~~	~~jpbrown56@gmail com~~
~~VA~~	~~Maurice Kelly~~	~~905 Catskill Court NE Leesburg VA 20176~~	~~(202) 345 3534~~	~~mauricekelly@gmail com~~

~~VA~~	~~Carl Hisle~~	~~15742 Fire Light Place~~ ~~Moseley VA 23120~~	~~(804) 399 4636~~	~~carlhisle@icloud.com~~
~~WA~~	~~Steve Zientko~~	~~13328 88th Place NE~~ ~~Kirkland WA 98034~~	~~(425) 298 4901~~	~~zientko@hotmail.com~~
~~WA~~	~~Soyam Vahora~~	~~607 SW Grady Way~~ ~~Renton WA 98057~~	~~(425) 282 0412~~	~~soyam@aamirstations.com~~

~~State~~	~~Franchise Owner~~	~~Address~~	~~Telephone~~	~~Email~~
~~FL~~	~~Robert Day~~	~~6061 Collins Ave~~ ~~Miami Beach FL 33140~~	~~(786) 447 7578~~	~~midiciday@gmail.com~~
~~FL~~	~~Joe Roberts~~	~~3714 Wilder Ln~~ ~~Orlanda FL 32804~~	~~(321) 436 0919~~	~~joer@mferrislaw.com~~
~~FL~~	~~Jose Mauco~~	~~3428 Soho Street~~ ~~Orlando FL 32835~~	~~(407) 970 3824~~	~~josemauco@hotmail.com~~
~~FL~~	~~Troy Renfrow~~	~~3700 Chuluota Rd~~ ~~Orlando FL 32820~~	~~(321) 917 4825~~	~~Trenfrow@outlook.com~~
~~FL~~	~~Pedro El Khaouli~~	~~Camino La Huala 5075~~ ~~Santiago FL~~	~~56951685244~~	~~pedroelkhaouli@yahoo.com~~
~~GA~~	~~MG Farris~~	~~2881 Peachtree Rd~~ ~~Atlanta GA 30305~~	~~(404) 354 5880~~	~~miltongfarris@gmail.com~~
~~GA~~	~~David Ballard~~	~~2644 Thurleston Ln~~ ~~Duluth GA 30097~~	~~(858) 692 7617~~	~~midicipizza atl@gmail.com~~
~~GA~~	~~Hector Badillo~~	~~1908 Falls Farm Crossing~~ ~~Raleigh GA 27614~~	~~(678) 614 9723~~	~~badbla65@gmail.com~~
~~IL~~	~~Jeff Higgins~~	~~301 Belle Foret Dr~~ ~~Lake Bluff IL 60044~~	~~(847) 735 0906~~	~~kjhiggins926@comcast.net~~
~~IL~~	~~Lou Mancusi~~	~~5428 Tall Oaks Dr~~ ~~Long Grove IL 60047~~	~~(847) 302 5315~~	~~lmancusi1966@gmail.com~~
~~KS~~	~~Nik Hiremath~~	~~13751 Mohawk Rd~~ ~~Leawood KS 66224~~	~~(804) 931 6736~~	~~nik hiremath@yahoo.com~~
~~KS~~	~~Nik Hiremath~~	~~13752 Mohawk Rd~~ ~~Leawood KS 66224~~	~~(804) 931 6736~~	~~nik hiremath@yahoo.com~~
~~KS~~	~~Nik Hiremath~~	~~13753 Mohawk Rd~~ ~~Leawood KS 66224~~	~~(804) 931 6736~~	~~nik hiremath@yahoo.com~~
~~KS~~	~~Nik Hiremath~~	~~13754 Mohawk Rd~~ ~~Leawood KS 66224~~	~~(804) 931 6736~~	~~nik hiremath@yahoo.com~~
~~KS~~	~~Nik Hiremath~~	~~13755 Mohawk Rd~~ ~~Leawood KS 66224~~	~~(804) 931 6736~~	~~nik hiremath@yahoo.com~~
~~ME~~	~~Bill (William) Norwood~~	~~25 Lady Slipper Way~~ ~~Scarborough ME 3070~~	~~(415) 602 0770~~	~~buzdirect@msn.com~~
~~MI~~	~~Zach Hartt~~	~~7125 Traemore Ct NE~~ ~~Belmont MI 49306~~	~~(616) 520 5625~~	~~zhartt@comcast.net~~
~~MI~~	~~Nilesh Patel~~	~~1762 Stonebridge Way~~ ~~Canton MI 48188~~	~~(734) 582 3326~~	~~npatel24@gmail.com~~

~~MI~~	~~Jim Palmer~~	~~214 Cloverly Rd~~ ~~Grosse Pointe Farms, MI 48236~~	~~(586) 306-7674~~	~~jpalmer346@gmail.com~~
~~MI~~	~~Rod Karommi~~	~~44735 Larkspur~~ ~~Novi, MI 48377~~	~~(248) 890-7705~~	~~Rodney10452@hotmail.com~~
~~MN~~	~~Michael Cramer~~	~~7454 149th Ave NW~~ ~~Ramsey, MN 55303~~	~~(763) 427-3222~~	~~cramer.michael67@gmail.com~~
~~MO~~	~~Bernie Squitieri~~	~~2156 Kehrs Mill Rd~~ ~~Chesterfield, MO 63005~~	~~(314) 568-6021~~	~~midicistl@gmail.com~~

~~State~~	~~Franchise Owner~~	~~Address~~	~~Telephone~~	~~Email~~
~~CA~~	~~William Garner~~	~~2584 Clubhouse Dr~~ ~~Rocklin, CA 95765~~	~~(916) 412-4057~~	~~williamgarner1@msn.com~~
~~CA~~	~~Steve Walling~~	~~1207 Via Visalia~~ ~~San Clemente, CA 92672~~	~~(949) 606-6169~~	~~walvesco@aol.com~~
~~CA~~	~~Jignesh Patel~~	~~8950 Costa Verde~~ ~~San Diego, CA 92122~~	~~(619) 372-9266~~	~~pjignesh77@gmail.com~~
~~CA~~	~~Mohit Anchlia~~	~~17010 Calle Trevino~~ ~~San Diego, CA 92127~~	~~(858) 336-5230~~	~~mohitanchlia@gmail.com~~
~~CA~~	~~Pablo Herdener~~	~~4238 Corte Favor~~ ~~San Diego, CA 92130~~	~~(858) 371-8539~~	~~pabloherdener@gmail.com~~
~~CA~~	~~Steve Sutton~~	~~963 Spadafore Ct~~ ~~San Jose, CA 95125~~	~~(408) 448-4600~~	~~steves72@comcast.net~~
~~CA~~	~~Leighton Lovett~~	~~539 Calle Capistrano~~ ~~San Marcos, CA 92069~~	~~(760) 809-2180~~	~~leighton.lovett@gmail.com~~
~~CA~~	~~Ali Kariminou~~	~~2737 Donovan Ave~~ ~~Santa Clara, CA 95051~~	~~(408) 315-5582~~	~~kariminou@gmail.com~~
~~CA~~	~~Leighton Tsai~~	~~1920 Olympic Blvd~~ ~~Santa Monica, CA 90404~~	~~(310) 699-8409~~	~~leighton.tsai@me.com~~
~~CA~~	~~Victor Bracey~~	~~1158 26th Street~~ ~~Santa Monica, CA 90403~~	~~(310) 804-1893~~	~~vicbracey@gmail.com~~
~~CA~~	~~John Davimos~~	~~15111 Greenleaf St~~ ~~Sherman Oaks, CA 91403~~	~~(805) 750-3095~~	~~jldavimos@gmail.com~~
~~CA~~	~~Khaled Hawary~~	~~15053 Ventura Blvd~~ ~~Sherman Oaks, CA 91403~~	~~(818) 681-6885~~	~~info@midicifamily.com~~
~~CA~~	~~Kevin Davis~~	~~707 Eisenhower Way~~ ~~Simi Valley, CA 93065~~	~~(858) 688-3325~~	~~Kevin.Davis@davisohanarestaurants.com~~
~~CA~~	~~Mike Ely~~	~~3950 Arbolado Dr~~ ~~Walnut Creek, CA 94598~~	~~(925) 766-5850~~	~~Mike@januscorp.com~~
~~CA~~	~~Farhad Ezligini~~	~~20524 Ventura Blvd~~ ~~Woodland Hills, CA 91364~~	~~(818) 397-8953~~	~~ferg.holding@gmail.com~~
~~CA~~	~~Kent Huskins~~	~~16905 Mariah Court~~ ~~Yorba Linda, CA 92886~~	~~(714) 851-0891~~	~~kenthuskins@yahoo.com~~
~~CO~~	~~TJ Teague~~	~~13946 Legend Trl~~ ~~Broomfield, CO 80023~~	~~(817) 219-3463~~	~~tjteague05@gmail.com~~

~~CO~~	~~Frank Brewster~~	~~243 Mallard Ct Windsor CO 80550~~	~~(303) 246-5854~~	~~fknabrewster@comcast net~~
~~DC~~	~~Eugene Anya~~	~~2410 Baldwin Court Washington DC 20017~~	~~(347) 403-0024~~	~~flam2Uae@gmail com~~
~~FL~~	~~Henry Rodriguez~~	~~17110 Terracerde Circle Fort Myers FL 33908~~	~~(239) 298-2083~~	~~henryrguez@hotmail com~~
~~FL~~	~~Timothy Wright~~	~~1770 Pocahontas Path Maitland FL 32751~~	~~(407) 951-1964~~	~~Brett Wright@3bmonline com~~
~~FL~~	~~Jose Mendez~~	~~1300 Brickell Bay Dr Miami FL 33131~~	~~(305) 794-8033~~	~~josemendezhartkopf@gmail com~~

State		Franchise Owner (# of Units)	TelephoneNumber	Email	
AL		Lane Carrick (5)	(901) 237-8441	Bcarrick77@aol com	
AR		~~Robert~~ Bobby Dennis	~~3100 Emory Ct Bentonville AR 72712~~	(479) 619-8899	Bobby@BobbyDennis com
AZ		Craig Early (3)	~~29624 N 46th St Cave Creek, AZ 85331~~	(602) 369-7842	cearly1@cox net
AZ		Gary Evans (3)	(480) 729-1999	Gevans65@gmail.com	
AZ		Ishan Mankad	(562) 805-4077	ishanjmankad@gmail.com	
AZ		Jim Breisch (3)	480-220-6602	jim@jbreisch com	
AZ		Mark Barrow (3)	(480) 235-0960	markbarrow1@cox.net	
AZ		Michelle Candelaria	~~2045 N Chestnut Mesa AZ 85213~~	(602) 510-3323	mcande1234@aol com
CA		~~Ramin Kotobi~~Ali Karimnou	~~9 Indigo Pl Aliso Viejo CA 92656~~	(~~949) 378-0140~~408) 315-5582	~~ramin kotobi@gmail com~~karimnou@gmail.com
CA		Arvin Chander (3)	(619) 890-3927	arvinchander@mac.com	
CA		Ash Goyal (5)	(408) 431-8613	Ash.APEXGroup@gmail com	
CA		Brian Evans	(925) 337-4428	mrbevans97@gmail.com	
CA		Charbel Aoun (5)	~~19844 Modoc Rd Apple Valley CA 92308~~	(760) 217-4969	ceaoun57@hotmail com
~~CA~~		~~Omid Edizadeh~~	~~6101 Washington Blvd Culver City CA~~	~~(310) 990-1812~~	~~omid@digicellintl com~~

State		Franchise Owner (# of Units)	TelephoneNumber		Email
			~~902 32~~		
~~CA~~		~~Jake (Jitendra) Kalsaria~~	~~6752 Stillbrook Way Eastvale CA 92880~~	~~(714) 858 2225~~	~~jitendrakalsaria@gmail com~~
~~CA~~		~~Suzette Buchanan~~	~~1507 Ridgemont Court Fullerton CA 92831~~	~~(714) 269 8051~~	~~suzieb5@hotmail com~~
~~CA~~		~~Mahyar Mirzanagh~~	~~91 Nighthawk Irvine CA 92604~~	~~(949) 419 4151~~	~~mahyarsemail@gmail com~~
~~CA~~		~~Scott Burr~~	~~79434 Calle Prospero La Quinta CA 92253~~	~~(760) 333 2893~~	~~srburr@hotmail com~~
~~CA~~		~~Vinay Shetty~~	~~6371 Almaden Way Livermore CA 84551~~	~~(925) 577 5121~~	~~shettyvk@yahoo com~~
~~CA~~		~~Brian Evans~~	~~749 Lido Dr Livermore CA 94550~~	~~(925) 337 4428~~	~~mrbevans97@gmail com~~
~~CA~~		~~Jai Rhee~~	~~24157 Sheringham Lane Los Angeles CA 90077~~	~~(213) 944 2730~~	~~jaiden07132012@gmail com~~
CA		Cheng Wang (2)	~~101 Ladybug Lane Martinez CA 94553~~	(646) 270-1496	chgwang512@gmail com
CA		Craig Hardy (3)	~~1813 Savoie Way Modesto CA 95356~~	(209) 277-5517	Craig Hardy@ejgallo com
CA		~~Mary Uen~~Damanjot Singh	~~2291 Adrian Street Newbury Park CA 91320~~	9~~(818) 274 6235~~09) 538-0959	~~mary uen77@gmail com~~daman.menchies@gmail com
~~CA~~		~~Nurista Marintyan~~	~~6318 Beeman Ave North Hollywood CA 91606~~	~~(818) 425 2317~~	~~n_martinyan@yahoo com~~
CA		Darrell Edwards (2)	~~13738 Campus Dr Oakland CA 94605~~	(510) 459-5684	darrelledwards100@gmail com
CA		~~Mike Alshamy~~David Angulo (3)	~~2611 Vista Loop Oxnard CA 93036~~	(~~(805) 551 9859~~323) 687-3967	~~shamymike@yahoo com~~Davidangulo@sbcglobal.net
CA		Ehsan Nogoki	(310) 880-6991		ehsan79@gmail com
CA		Farhad Ezligini	(818) 397-8953		ferg.holding@gmail.com
CA		Francis Choe	(323) 229-9292		Fchoe@apex99 com
CA		Ganandeep Sangha	951) 423-4521		deep sangha usa@gmail com
CA		Giovanni Alava	(310) 469-2107		Giovanni@marzbizz com
CA		Hooman Lahooti	(818) 207-0705		Hooman.Lahooti@Gmail.com
CA		Imad Hammoud (5)	(408) 219-8810		imad hammoud@gmail com

State	Franchise Owner (# of Units)	TelephoneNumber	Email
CA	Jai Rhee (5)	(213) 944-2730	jaiden07132012@gmail.com
CA	Jake (Jitendra) Kalsaria (3)	(714) 858-2225	jitendrakalsaria@gmail.com
CA	Jeff Snyder (3)	(770) 569-5803	Jsnyder@jeamicor.com
CA	Jeremy Mathias (2)	(646) 457-0272	jeremy.r.mathias@gmail.com
CA	Jignesh Patel (3)	(858) 952-3084	pjignesh77@gmail.com
CA	Jim Cassi	(818) 370-0926	jimcas_i@msn.com
CA	Kent Huskins (2)	(714) 851-0891	kenthuskins@yahoo.com
CA	Kevin Homaizad	(310) 864-9200	khomaizad@gmail.com
CA	Kevin Sanders (3)	(619) 992-3926	ksanders@smminsurance.com
CA	Khaled Hawary (5)	(818) 681-6885	info@midicifamily.com
CA	Leighton Lovett	(760) 809-2180	leighton.lovett@gmail.com
CA	Leighton Tsai (3)	(310) 699-8409	leighton.tsai@me.com
CA	Mahyar Mirzanagh	(949) 419-4151	mahyarsemail@gmail.com
CA	Manuel Bogharian 93)	(818) 395-7838	boghie72@yahoo.com
CA	Mike Alshamy (3)	(805) 551-9859	shamymike@yahoo.com
CA	Mike Ely (3)	(925) 766-5850	Mike@januscorp.com
CA	Mo Sina	(510) 717-3387	mokalim@yahoo.com
CA	Mohit Anchlia	(858) 336-5230	mohitanchlia@gmail.com
CA	Nghia Duong (2)	(650) 799-8694	nduong@gmail.com
CA	Nuritsa Marintyan (3)	(818) 425-2317	n_martinyan@yahoo.com
CA	Omid Edizadeh	(310) 990-1812	omid@digicellintl.com
CA	Rajesh Sharma	714-787-9777	amitarajesh1987@yahoo.com
CA	Ramin Kotobi	(949) 378-0140	ramin.kotobi@gmail.com
CA	Reza Kalbasi	(214) 718-0546	rzkalbasi@gmail.com
CA	Ryan McIntosh (5)	(714) 553-7594	ryan@neapizzallc.com
CA	Steve Sutton	(408) 448-4600	steves72@comcast.net
CA	Steve Walling (2)	(949) 606-6169	walvesco@aol.com
CA	Tak Bedrossian	(818) 822-8110	tbedrossian2@socal.rr.com
CA	Victor Bracey	(310) 804-1893	vicbracey@gmail.com
CA	Vinay Shetty	(925) 577-5121	shettyvk@yahoo.com
CA	William Garner	(916) 412-4057	williamgarner1@msn.com
CA & VA	Mary Uen	(818) 274-6235	mary.uen77@gmail.com
CO	Al Bindley(3)	(303) 263-1610	Al.bindley@comcast.net
CO	Bill Hueffner (5)	(503) 545-3028	hueffnerb@gmail.com
CO	Blaine D'Argonne	(303) 947-3463	Blaine.dargonne@gmail.com
CO	Frank Brewster	(303) 246-5854	fknabrewster@comcast.net
CO	Jim Greer	(216) 224-1745	james-greer@sbcglobal.net
CO	Justin Vowles (3)	(281) 300-9904	Voltarventures@gmail.com
CO	Ron Bumann	(303) 881-2515	Stpspiral@msn.com
CO	Sam Maddox (3)	303-809-5214	sam.maddox@live.com
CO	TJ Teague (3)	(817) 219-3463	tjteague05@gmail.com
CT, MA, RI	Jaime Buenaventura (3)	(781) 239-9852	jaimebuena@yahoo.com

State	Franchise Owner (# of Units)	TelephoneNumber	Email
DC, VA, MD	Eugene Anya (3)	(347) 403-0024	flam2Uae@gmail com
FL	Cheryl Carneke (2)	(847) 875-1066	ccarneke@gmail.com
FL	Greg Holcombe (2)	(414) 465-2662	greg@fpyc biz
FL	Henry Rodriguez	(239) 298-2083	henryrguez@hotmail com
FL	Joe Roberts (3)	(321) 436-0919	joer@mferrislaw com
FL	John Davimos (5)	(805) 750-3095	jldavimos@gmail com
FL	John Eckermann	(813) 837-8639	sandjeckermann@sbcglobal net
FL	John Wysseier (3)	(239) 834-9183	jfwysseier@gmail com
FL	Jose Mauco (5)	(407) 970-3824	josemauco@hotmail.com
FL	Jose Mendez (3)	(305) 794-8033	josemendezhartkopf@gmail.com
FL	Jose Molfino (2)	(407) 848-6496	jmolfino0@gmail.com
FL	Pedro El-Khaouli (3)	(561) 225-0988	pedroelkhaouli@yahoo.com
FL	Renato Monterio (5)	(267) 670-1721	rmonteir2@gmail.com
FL	Robert Day (3)	(786) 447-7578	midiciday@gmail.com
FL	Tom Evins III (3)	(919) 702-2837	Tevins72@gmail com
FL	Troy Renfrow (5)	(321) 917-4825	Trenfrow@outlook.com
FL & TX	Ruslan Fedotenko (5)	(813) 846-8258	rfedotenko@gmail.com
GA	Chris Duplessis	(504) 259-3397	cduple29@hotmail com
GA	Hector Badillo (3)	(678) 614-9723	badbla65@gmail.com
GA	JD Graves	(916) 208-1062	jgraves@gkmanagement org
GA	MG Farris (3)	(404) 354-5880	mg dhfoodenterprises@gmail.com
GA & IN	Marc Crossman (5)	(323) 216-7755	marc@graciemaeholdings com
HI	Kevin Davis	(858) 688-3325	Kevin Davis@davisohanarestaurants.com
ID & WA	Leslie Hamblin (3)	208-410-2355	Lhamblin@cableone net
IL	Svetlana Poladova	(404) 416-4854	sh svetik2002@yahoo com
IN	John Cornet (3)	317-569-0506	John.cornetiii@gmail com
KY & OH	Chad Bray (2)	(859) 322-1315	chadbray79@gmail.com
MA	Sean Olson (10)	(781) 953-2687	Seano@fiveolsons.com
MA & NH	Robert Seymour	(857) 204-9912	robert seymour@comcast net
MD	Heather Blackburn (3)	(443) 465-3628	hblackburn@internetsolutionstoday.com
MD & VA	John Brown (5)	(703) 899-4540	jpbrown56@gmail com
MI	Jack Liao	(248) 207-5794	jack liao@alliedtech-eng.com
MI	Jim Cox (3)	(734) 637-6591	jamesc19662002@yahoo com
MI	Richard Gonzales	(248) 320-7884	richg63@msn com
MI	Ronald Ramakers	(586) 480-0909	rramakers49@gmail.com
MI	Yousra Perayeff	(248) 680-0031	Fperayeff@comcast.net
MI	Zach Hartt (3)	(616) 520-5625	zhartt@comcast.net
MN	Michael Cramer	(763) 427-3222	cramer michael67@gmail com
MN	Teresa Solomon (2)	(734) 604-6671	teresa iglesias03@gmail.com
MO	Daryl Hunt (3)	(816) 332-7211	darylshunt@gmail.com
~~State~~MO	~~Franchise Owner~~John Stickman	Address ~~Telephone~~(417) 544-1308	~~Email~~jstickman@suddenlink net

State		Franchise Owner (# of Units)	TelephoneNumber	Email	
MO		Mike Heiland (5)	~~9371 Phoenix Parkway O Fallen MO 63304~~	(314) 616-4201	~~blueline9@aol com~~mike.midici@gmail com
NC		~~Craig Messinger~~Alvin Welton (3)	~~203 Edgewater Circle Chapel Hills NC 27516~~	(~~(978) 590-3633~~702) 372-7866	~~craigmessinger41@gmail com~~alvin welton@gmail com
~~NC~~		~~Craig Messinger~~	~~204 Edgewater Circle Chapel Hills NC 27516~~	~~(978) 590 3633~~	~~craigmessinger41@gmail com~~
~~NC~~		~~Craig Messinger~~	~~205 Edgewater Circle Chapel Hills NC 27516~~	~~(978) 590 3633~~	~~craigmessinger41@gmail com~~
~~NC~~		~~Craig Messinger~~	~~206 Edgewater Circle Chapel Hills NC 27516~~	~~(978) 590 3633~~	~~craigmessinger41@gmail com~~
~~NC~~		~~Craig Messinger~~	~~207 Edgewater Circle Chapel Hills NC 27516~~	~~(978) 590 3633~~	~~craigmessinger41@gmail com~~
NC		Amish Patel	~~1609 Ashburn Ridge Dr Waxhaw NC 28173~~	(973) 902-4027	amish1678@gmail com
NC		Dominic Carelli	(518) 461-7445	icscontrols@yahoo com	
NC		John Mason	(540) 588-0238	JohnKevinMason@gmail com	
NC		Justin Griffith (3)	(704) 351-3614	justingriffith33@yahoo.com	
NC		Mark McDaniel (3)	(336) 549-1817	Markmcdaniel629@hotmail.com	
NC		Mike Enright (2)	(919) 345-3807	Mdenright24@gmail com	
NC		Wayland Lennon (3)	(910) 740-8799	wayland@anytable.net	
NC, MD & TN		Craig Messinger (5)	(978) 590-3633	craigmessinger41@gmail.com	
~~NC~~NC, SC & TN		Tom Wilson (10)	~~2128 Queens Rd West Charlotte NC 28207~~	(704) 577-5981	Tdwilson203@gmail com
~~NJ~~NJ		~~Ronald Ramakers~~Patty Reed (3)	~~60134 Cottage Mill Dr Washington Township NJ 48094~~	(~~(586) 480-0909~~732) 261-0130	~~rramakers49@gmail com~~patty@deliciouscravings net
NV		Austin McMillan (2)	(702) 374-8400	austintmcmillan@gmail com	
NV		Scott Somerville (2)	~~220 Walkinshaw Ave Las Vegas NV 89148~~	(541) 217-9801	nailz1116@yahoo com
NY		Bobby Suri (2)	(917) 848-6064	bobbysuri@gmail.com	
NY		Mitchell Hymowitz (3)	~~4 Cayuga Trail~~	(914) 552-0379	mitch@hymowitz net

State	Franchise Owner (# of Units)	TelephoneNumber	Email
		~~Harrison NY 10528~~	
OH	Jonathan Histed (5)	~~2277 Chatfield Drive~~ ~~Cleveland Heights OH 44106~~ (216) 287-0420	jonathan@beanrockcapital com
~~ON~~OH	~~Sandy Ghanbar~~Ray Devite (2)	~~330 Red Maple Rd~~ ~~Richmond Hill ON L4C0T6~~ ~~(416) 898 2030~~937-776-8835	~~sep_koosha@yahoo com~~raymond devite@gmail com
OH & KY	Ben Krieger (3)	(214) 662-6073	Ben.krieger@gmail.com
OK	Randy Goben (2)	(405) 474-0444	randygoben@aol.com
OR	Barry Sarin (2)	(503) 956-8400	A2EEnergy@comcast net
OR	Charlie Bevilacqua (2)	(503) 680-9311	charlie@agtip co
OR	Mo Baradar	(503) 803-2325	baradarconsulting@gmail.com
PA	~~Phil Fisher~~Bill Wilson	~~225 Bridge Street~~ ~~Catasauqua PA 18032~~ (~~(484) 895-8191~~609) 670-9020	~~philip fisher@pdfishergroup com~~willardhwilson@yahoo.com
PA	Christopher Kolson (5)	~~203 King Richard Drive~~ ~~McMurray PA 15317~~ (724) 249-7550	peakperformance1@me com
PA	Jeff Collier (5)	(717) 585-2736	j collierholdings@gmail.com
PA	Joe Shott (5)	215-416-9001	jshott@mac.com
PA	~~Renato Montero~~John Salmons (5)	~~7 N Columbus Blvd~~ ~~Philadelphia PA 19106~~ (267) ~~670-1721~~997-3521	~~rmonteir2@gmail com~~johnsalmons5@gmail.com
PA	Phil Fisher (3)	(484) 895-8191	philip fisher@pdfishergroup com
SC	Greg Bores (3)	~~1402 Surfside Court~~ ~~Charleston SC 29412~~ (~~(734) 564-6375~~843) 998-1649	grbo1977@gmail com
SC	~~Dominic Carelli~~Jeff Higgins	~~9695 Seminole Way~~ ~~Summerville SC 29485~~ ~~(518) 461-7445~~773-272-5389	~~icscontrols@yahoo com~~kjhiggins926@comcast net
SC	Luke Saleeby (2)	(404) 388-3163	lukesaleeby@yahoo com
TN	Tony Vacchiano (2)	~~118 N Peters Road~~ ~~Knoxville TN 37923~~ (386) 569-6991	provaci4@gmail com
TN & MI	Kristan Stankiewicz (3)	(217) 246-1526	kams47@gmail.com
TX	Anil Panjwani (5)	(832) 466-8701	anilpanjwani@aol com
TX	Ankit Shah	(510) 579-0608	ankit1222@gmail.com
TX	Benjamin Bailey	~~1781 Lakeshore Drive~~ ~~Abilene TX 79602~~ (325) 829-1885	benjamin bailey@mail house gov
~~TX~~	~~Steven Kuy~~	~~4202 Brooktree Lane~~ ~~Dallas TX 75287~~ ~~(504) 957-1685~~	~~sktwick@gmail com~~
~~TX~~	~~Juan Cruz~~	~~1128 Calle Del Sur~~ ~~El Paso TX 79912~~ ~~(915) 472 9118~~	~~jfcmm1@gmail com~~

State	Franchise Owner (# of Units)	TelephoneNumber	Email
TX	Bill Fang (3)	(972) 523-7955	BFang5604@gmail com
TX	Bob Bartusiak	(281) 788-4505	bbartusiak@comcast.net
TX	Brandon Gawthrop (5)	(832) 726-9372	Speedywings@sbcglobal.net
TX	Chad Christian	(832) 331-2651	chad f christian@hotmail com
TX	Cindy Bailey	(469) 733-5080	Cindywbailey@yahoo com
TX	David D'Agostino (5)	(432) 349-5026	dag9099@gmail com
TX	Don Avena	(646) 591-6403	davena17@icloud com
TX	Fernando Aristeguieta	(210) 831-4667	faristeguieta@sbcglobal net
TX	Jeff Miller	(832) 817-4358	millerj-hou@sbcglobal net
TX	Keon Suber (3)	(832) 655-8446	keon@mskrg com
TX	Khoa Ngo (3)	(832) 452-0591	ngo khoa@sbcglobal net
TX	Kishor Modi	(325) 884-3777	kmodi711@gmail com
TX	Michael Crain(3)	(202) 215-8415	michaeldcrain@gmail com
TX	Michele Martin (5)	(817) 705-0840	Michele.martin818@gmail com
TX	Nilesh Patel	(734) 582-3326	npatel24@gmail com
TX	Ralph Terry (3)	(936) 777-4723	Rterry118@icloud.com
TX	Sanjay Rana	(512) 796-4561	azzia.llc@gmail.com
TX	Shahul Hameed (5)	(713) 504-6386	Shahul.slb@gmail.com
TX	Shari Shaver (2)	(817) 733-7925	sharishaver@outlook com
TX	Steven Kuy	(504) 957-1685	sktwick@gmail.com
TX	Thach Le (5)	(214) 924-7495	tleco@aol.com
TX	Tuan Luu	(773) 816-4033	tuanrr2001@yahoo com
TX	Tyrone Rice	(770) 500-7491	ricesrt@gmail com
TX & CA	Juan Cruz (4)	(915) 472-9118	jfcmm1@gmail.com
UT	Adam Wills (5)	(801) 376-2709	adamwills@gmail.com
VA	Maurice Kelly (5)	(202) 345-3534	maurice@midicifriends.com
VA & FL	Carl Hisle (5)	(804) 399-4636	carl.hisle@sorelleimpresa.com
WA	Brad Haggen (3)	(360) 739-7777	bhaggen@msn.com
WA	Dave Dunnavan (3)	(206) 409-1926	DBD MidiCi@gmail.com
WA	Meiy Palaniappan	425) 503-4989	oomameiy@outlook.com
WA	Soyam Vahora (7)	(425) 282-0412	soyam@aamirstations com
WA & IL	Steve Zientko (2)	(425) 298-4901	zientko@hotmail.com
WI	Dick Strojnc	(847) 414-9552	dickstrojnc@icloud com

Franchisees that Left the System During ~~2015~~2016

For fiscal year ending December 31, 2016, the following are franchisees who have had an outlet terminated, cancelled, transferred, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the Disclosure Document issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

The following franchisees had not yet opened their Restaurants, but left the system

State	Franchise Owner	Telephone Number	Email
CA	Scott Burr	(760) 333-2893	srburr@hotmail com
FL	Timothy Wright	(407) 951-1964	Brett.Wright@3bmonline.com
GA	David Ballard	(858) 692-7617	midicipizza.atl@gmail.com
IL	Lou Mancusi	(847) 302-5315	lmancusi1966@gmail.com
MI	Rod Karommi	(248) 890-7705	Rodney10452@hotmail.com
MI	Jim Palmer	(586) 306-7674	jpalmer346@gmail.com
MO	Nik Hiremath	(804) 931-6736	nik hiremath@yahoo.com
MO	Bernie Squitieri	(314) 568-6021	midicistl@gmail.com
OR	Brian Lew	(971) 282-7860	brianl@kaitenpdx com
TX	Nik Hiremath	(804) 931-6736	nik hiremath@yahoo.com
UT	Brad Summers	(385) 315-3177	sbsummers7@msn.com
WA	Bill (William) Norwood	(415) 602-0770	buzdirect@msn.com
WA	Morris Levy	(310) 906-5509	m levy@miafamiliausa com

~~MIDICI 2016 FDD~~

Exhibit I

~~NONE~~

~~2016-FDD-US-1040 70291-0 8~~

~~Exhibit J~~

RECEIPTS

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain English Read this Disclosure Document and all agreements carefully

If MidiCi Group LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale Iowa, New York Oklahoma and Rhode Island require that MidiCi Group LLC give you this Disclosure Document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship Michigan and Oregon require that MidiCi Group LLC give you this Disclosure Document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first If MidiCi Group LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D C 20580 and the state agency listed on Exhibit A

The franchisor is MidiCi Group LLC located at 17555 Ventura Boulevard Suite 200, Encino, California 91316 Its telephone number is (818) 708-0316

Issuance Date ~~March 4~~April 26,~~2016 as amended on May 23 2016~~ 2017

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

☐ Amit Kleinberger	~~☐ Brian Melaney~~☐ Angela	~~☐ Joe Matthews~~☐ Michael	~~☐ Chris Brown~~
☐ Tom Regev	~~☐ Paul Martell~~☐ Chris	~~☐ Michael Mudd~~	~~☐ Angela Shaw-Long~~
☐ MJ Kwon	☐ Eric Edwards		
Principal business address and telephone number for each franchise seller identified above is			

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MidiCi Group LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state

I have received a Disclosure Document dated ~~March 4~~April 26 ~~2016 as amended on May 23 2016 (please also see the State Effective Dates Page)~~ 2017, that included the following Exhibits (A) Agents for Service of Process & State Administrators, (B) Financial Statements, (C) Franchise Agreement (D) ~~Multi Unit~~ Area Development Agreement (E) ~~Computer and Software Requirements (F)~~ Operations Manual Table of Contents (~~G~~F) State Addenda (~~H~~G) Sample Release, (~~I~~H) List of Franchisees in the System and (~~J~~I) Receipts

Date ____________________________
Signed ______________________________________
Print Name ___________________________________
Address ______________________________________
City ______________________
State ____________ Phone (   ) ___________________ Zip_____________

Date ____________________________
Signed ______________________________________
Print Name ___________________________________
Address ______________________________________
City ______________________
State ____________ Phone (   ) ___________________ Zip_____________

Prospective Franchisee's Copy

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain English Read this Disclosure Document and all agreements carefully

If MidiCi Group LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale Iowa, New York, and Oklahoma ~~and Rhode Island~~ require that MidiCi Group LLC give you this Disclosure Document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship Michigan and Oregon require that MidiCi Group LLC give you this Disclosure Document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first If MidiCi Group LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D C 20580 and the state agency listed on Exhibit A

The franchisor is MidiCi Group LLC, located at 17555 Ventura Boulevard, Suite 200, Encino California 91316 Its telephone number is (818) 708-0316

Issuance Date ~~March 4~~April 26, ~~2016 as amended on May 23 2016~~ 2017

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

☐ Amit Kleinberger	~~☐ Brian Melaney~~☐ Angela	~~☐ Joe Matthews~~☐ Michael	~~☐ Chris Brown~~
☐ Tom Regev	~~☐ Paul Martell~~☐ Chris	~~☐ Michael Mudd~~	~~☐ Angela Shaw-Long~~
☐ MJ Kwon	☐ Eric Edwards		
Principal business address and telephone number for each franchise seller identified above is			

____

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MidiCi Group LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state

I have received a Disclosure Document dated ~~March 4~~April 26, ~~2016 as amended on May 23 2016 (please also see the State Effective Dates Page)~~ 2017 that included the following Exhibits (A) Agents for Service of Process & State Administrators, (B) Financial Statements, (C) Franchise Agreement, (D) ~~Multi Unit~~ Area Development Agreement, ~~(E) Computer and Software Requirements (F)~~ (E) Operations Manual Table of Contents (~~G~~F) State Addenda (~~H~~G) Sample Release, (~~I~~H) List of Franchisees in the System, and (~~J~~I) Receipts

Date ________________________
Signed ______________________________
Print Name ___________________________
Address ________________________________
City ______________________
State __________ Phone ( ) __________________ Zip____________

Date ________________________
Signed ______________________________
Print Name ___________________________
Address ________________________________ City ____________________
State __________ Phone ( ) __________________ Zip____________