FRANCHISE DISCLOSURE DOCUMENT

Pizza @ USA, Inc.

a Florida corporation

1311 22nd AVE. N

St. Petersburg, FL 33704

855-4PizzaAt www.pizza-at.com

The franchise offered is for restaurants known as Pizza@, featuring made-to-order custom oblong pizzas in under three minutes. A Pizza @ restaurant offers a menu specializing in pizzas and salads, and operates using the franchisor's proprietary recipes, formulae, techniques, trade dress, trademarks, and logos.

The total investment necessary to begin operation of a Pizza@ franchise is $128,050 to $300,000. This includes $25,000 that must be paid to the franchisor and/or its affiliate, as appropriate. Please see Items 5 and 7 for additional details.

If you enter into a Multi-Unit Operator Agreement to develop at least three Restaurants, when you sign the Multi-Unit Operator Agreement you will pay a multi-unit operator fee equal to $25,000 for the first Restaurant to be developed plus a deposit of $9,000 (one half of the $18,000 initial fee for each unit after the first) multiplied by each additional Restaurant to be developed under the Multi-Unit Operator Agreement. The multi-unit operator fee is applied pro rata to the initial franchise fees due.

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

You may have elected to receive an electronic version of your disclosure document. If so, you may wish to print or download the disclosure document for future reference. You have the right to receive a paper copy of the disclosure document until the time of sale. To obtain a paper copy, contact Troy Barton at 1311 22nd Ave N St. Petersburg, FL 33704, by telephone (202) 285-9858, or by email at Troy@pizza-at.com

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the

Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 New York Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at *www.ftc.gov* for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: June 24, 2021

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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

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

EFFECTIVE DATES

The following states require that the 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 disclosure document is registered, on file or exemption from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	August 18, 2020

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 I 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 OPERATOR AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND ARBITRATION ONLY IN FLORIDA. OUT-OF-STATE MEDIATION AND ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE AND ARBITRATE WITH US IN FLORIDA THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT AND MULTI-UNIT OPERATOR AGREEMENT STATE THAT FLORIDA LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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EXHIBITS

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B – Multi-Unit Operator Agreement
C – Franchise Agreement
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F – Table of Contents of Operations Manual
G – Franchisee Disclosure Acknowledgment Statement
H – List of State Administrators/Agents for Service of Process I – Form of General Release

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

The Franchisor

Pizza @ USA, Inc. (referred to in this Disclosure Document as "Pizza @," "we," "us," or "our," and where the context requires also includes our parent and our affiliates) was formed as a Florida corporation on October 1, 2015. Our principal place of business is 1311 22nd Ave N, Saint Petersburg, Florida 33704, and we do business under our corporate name and the Marks as described below. In this Disclosure Document, we refer to the person or entity that will be signing the Franchise Agreement (defined below) as "you," "your," or "franchisee," which includes all franchise owners and partners, if you are a corporation, partnership, or other entity.

We do not own and operate a business of the type being franchised. We have not offered franchises in any other line of business and we do not engage in any other business activity. We began offering franchises in October 2015.

Our agents for service of process are listed in Exhibit H.

We have written the Disclosure Document in "plain English" to comply with legal requirements. Any differences in the language in this Disclosure Document describing the terms, conditions, or obligations under the Franchise Agreement, Multi-Unit Operator Agreement, or any other agreements are not intended to alter in any way your or our rights or obligations under the particular agreement.

Our Parents, Predecessors, and Affiliates

We have no parents nor predecessor, but we have three affiliates. Our affiliate Pizza @ Central Florida, LLC, a Florida limited liability company formed on August 10, 2014, owned and operated Pizza@ Pointe Orlando and Pizza@ Lake Eola, LLC located in downtown Orlando until both locations were sold to franchise; Pizza@ Pointe Orlando was sold in May 2018 and Pizza@ Lake Eola was sold in November 2018. Our affiliate Pizza@ St. Petersburg, LLC, a Florida limited liability company formed on October 1, 2016, owns and operates Pizza@ Tyrone Square in Saint Petersburg. Our affiliate, Pizza @ North America, Inc., a Delaware corporation formed on January 7, 2014, is the owner of the Proprietary Marks (described below). Pizza @ North America, Inc., owns the trademarks and other intellectual property related to Pizza @ and has granted us the license to franchise the business thereunder.

Description of Franchise

We offer franchises for the right to own and operate a pizza restaurant, which makes and serves to order custom oblong and large round pizzas in under three minutes ("Restaurant" or "Franchised Business"). The Restaurants operate under the trade name Pizza @, and the additional service marks, trademarks, and trade names identified in Item 13. These principal marks and all other marks which may be designated by us in the future in writing for use with the System (defined below) are referred to in this Disclosure Document as the "Marks" or "Proprietary Marks."

Pizza @ Restaurants are operated under the Marks and the System in accordance with the terms of the Franchise Agreement. The Restaurants are generally located by high traffic businesses in areas with daytime employees, nightlife, family neighborhoods, and/or college towns and will typically be 1,200 to 1,600 square feet in size and preferably an accompanying outdoor patio.

The Restaurants are established and operated under a comprehensive and unique system (the "System"). The System includes distinctive interior and exterior design, décor, color scheme, and furnishings; proprietary recipes and special menu items; uniform standards, specifications, and procedures for operations; quality and uniformity of products and services offered; inventory, management, and financial control procedures; training and assistance; and advertising and promotional programs; all of which we may change, improve, and further develop from time to time. Certain aspects of the System are more fully described in this Disclosure Document and the Manuals, which you should expect to evolve over time, that are provided to you as a franchisee (described in Item 11).

Franchise Agreement

We offer the right to establish and operate a Restaurant under the terms of a single unit franchise agreement within a specific Territory (the "Franchise Agreement"). Our current form of Franchise Agreement is Exhibit C to this Disclosure Document. You may be an individual, corporation, partnership, or other form of legal entity. Under the Franchise Agreement, certain parties are characterized as Franchisee's Principals (referred to in this Disclosure Document as "your Principals").

The Franchise Agreement is signed by us, by you, and by those of your Principals whom we designate as Controlling Principals. In most instances, we will designate your principal equity owners and executive officers, and certain affiliated entities as Controlling Principals. By signing the Franchise Agreement, your Controlling Principals agree to be individually bound by certain obligations in the Franchise Agreement, including covenants concerning confidentiality and non-competition, and to personally guarantee your performance under the Franchise Agreement (see Item 15). Depending on the type of business activities in which you or your Principals may be involved, we may require you or your Principals to sign additional confidentiality and non-competition agreements.

You must designate a "General Manager" who will be the main individual responsible for your business. We recommend, but do not require, that you be the General Manager. Your General Manager does not have to own an equity interest in your business. The General Manager must sign covenants to maintain the confidentiality of information he/she learns while employed as your General Manager, and your General Manager must sign non-competition covenants.

Multi-Unit Operator Agreement

In certain circumstances, we will offer the right to enter into a Multi-Unit Operator Agreement in the form attached as Exhibit B to this Disclosure Document (the "Multi-Unit Operator Agreement") to develop multiple franchised Restaurants to be located within a specifically described geographic territory (the "Exclusive Area"). We will determine the Exclusive Area before you sign the Multi-Unit Operator Agreement and it will be included in the Multi-Unit Operator Agreement. You must establish a minimum of three Restaurants within the Exclusive Area according to a development schedule, and you must sign a separate Franchise Agreement for each Restaurant established under the Multi-Unit Operator Agreement. The Franchise Agreement for the first Restaurant developed under the Multi-Unit Operator Agreement will be in the form attached as Exhibit C to this Disclosure Document. For each additional Restaurant developed under the Multi-Unit Operator Agreement, you must sign the form of Franchise Agreement that we are then offering to new franchisees. The size of the Exclusive Area will vary depending upon local market conditions and the number of Restaurants to be developed (see Item 12).

Market and Competition

The market for restaurants is well developed and intensely competitive, particularly in the pizza segment. You will serve the general public and will compete with a variety of businesses with a fast, casual concept, from locally owned to national and chain restaurants, such as Chipotle, Subway, etc., and any other pizza shops. We may establish other Restaurants in your market (if permitted under the Franchise Agreement) and/or sell or license others to sell products in your market. Also, we may sell products through the Internet, apps, delivery services, through catering orders, toll-free telephone numbers, catalogs, or other similar means of distribution to customers at any location, which may be located in your area. See Items 12 and 16 for a description of your permitted activities and your rights, and our permitted and restricted activities and rights.

Industry Regulations

The restaurant industry is heavily regulated. Many of the laws, rules, and regulations that apply to businesses generally have particular applicability to restaurants. All Restaurants must comply with federal, state, and local laws applicable to the operation and licensing of a restaurant business, including obtaining all applicable health permits and/or inspections and approvals by municipal, county, or state health departments that regulate food service operations. If applicable to your Restaurant, the Americans with Disability Act of 1990 requires readily accessible accommodation for disabled persons and therefore may affect your building construction, site elements, entrance ramps, doors, bathrooms, drinking facilities, etc. You should consider these laws and regulations when evaluating your purchase of a franchise.

Among the licenses and permits you may need are: Zoning or Land Use Approvals, Sunday Sale Permits, Sales and Use Tax Permits, Special Tax Stamps, Fire Department Permits, Food Establishment Permits, Health Permits, Alcohol Sales Licenses, Patio or Café Seating Permits, Alarm Permits, County Occupational Permits, Retail Sales Licenses, and Wastewater Discharge Permits, Utility Meter Permits, & Impact Fees. There may be other laws, rules, or regulations which affect your Restaurant, including minimum wage and labor laws along with ADA, OSHA, and EPA considerations. We recommend that you consult with your attorney for an understanding of them.

The U.S. Food and Drug Administration, the U.S. Department of Agriculture, and state and local health departments administer and enforce regulations that govern food preparation and service and restaurant sanitary conditions. State and local agencies inspect restaurants to ensure that they comply with these laws and regulations.

Each of your managers and other employees we designate must be ServSafe certified, or the certified state equivalent.

The federal Clean Air Act and various state laws require certain state and local areas to meet national air quality standards limiting emissions of ozone, carbon monoxide, and particulate matters, including caps on emissions from commercial food preparation. Some state and local governments have also adopted, or are considering proposals, that would regulate indoor air quality, including the limitation of smoking tobacco products in public places such as restaurants.

The United States enacted the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (the "USA Patriot Act"). We are required to comply with the USA Patriot Act. To help us comply with the USA Patriot Act, we ask you in the Franchise Agreement to confirm for us that neither you nor your directors, officers, shareholders, partners, members, employees, or agents are suspected terrorists or persons associated with suspected terrorists or are under investigation by the U.S. government for criminal activity. You may review the Patriot Act and related regulations at http://epic.org/privacy/terrorism/hr3162.html.

ITEM 2
BUSINESS EXPERIENCE

President – Troy Barton

Mr. Barton is a co-founder of Pizza @ and oversees operations. He has served as President of Pizza @ USA, Inc. and Pizza @ North America, Inc. since their formation in 2014. Mr. Barton also served as Managing Member of our Pizza@ Lake Eola location and President of Pizza@ Tyrone Square location. He previously served as Vice President of Essential Media Partners in Washington, DC, a position he held from May 2012 to November 2017 . During that period, Mr. Barton was President of MobiStreets, also located in Washington, DC, from 2012 to 2013 and Director of Community for NOKIA in Chicago, IL, from 2006 to 2012.

Secretary – John Peterson

Mr. Peterson is a co-founder of Pizza @ and oversees training. He has served as Secretary of Pizza @ USA, Inc. and Vice President of Pizza @ North America, Inc. since their formation. He is also the President of our Pizza @ Lake Eola location and is a managing member of the Pizza@ Tyrone Square location. Prior to that, Mr. Peterson was the owner of Tri Star Services from 2008-2013.

Director - Rohit "Bobby" Palta

Mr. Palta joined Pizza @ in 2016 and assists on operations. He has served as a managing member of our Pizza@ Lake Eola and Pizza@ Tyrone Square locations. He also has served as First Vice President of CBRE Group, Inc. in Orlando, FL, since February 2005, a commercial real estate brokerage company where he interacts with retail landlords, developers, and other concepts on a daily basis. Mr. Palta holds a Bachelor of Science in Urban Development & Economics from the University of Wisconsin and is active throughout the state of Florida in the retail real estate business.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Disclosure Document.

ITEM 4
BANKRUPTCY

On December 17, 2019, John Peterson, Secretary, filed a personal Chapter 7 petition in bankruptcy in the Middle District of Florida, case no. 8:19-BK-11804-RCT. Mr. Peterson's principal place of business is located at 1311 22nd Avenue North, St. Petersburg, FL 33704. This was discharged in March 2020.

Other than this bankruptcy, no bankruptcy is required to be disclosed in this document.

ITEM 5
INITIAL FEES

Franchise Agreement

You must pay us an initial franchise fee of $25,000 for the right to establish a single Restaurant under a Franchise Agreement. You must pay the initial franchise fee in full when you sign the Franchise Agreement.

This fee is used in part for working capital and in part for profit. The initial franchise fee is imposed uniformly on all single-unit franchisees, and single-unit franchisees are not eligible for any discounts on the initial franchise fee unless they sign a Multi-Unit Operator Agreement to develop at least three Restaurants.

If you are unable to find a suitable location for your Restaurant within 90 days after you sign the Franchise Agreement, or if your General Manager is unable to complete our initial training program to our satisfaction (after giving you the opportunity to designate a replacement General Manager), we reserve the right to terminate your Franchise Agreement. We will retain the balance of the initial franchise fee to compensate us for our efforts. The initial franchise fee is not refundable under any circumstances.

Multi-Unit Operator Agreement

When you sign the Multi-Unit Operator Agreement, you must pay us a multi-unit operator fee equal to $25,000 for the first Restaurant to be developed (and sign a Franchise Agreement for this first Restaurant), plus a deposit of $9,000 for each additional Restaurant to be developed under the Multi-Unit Operator Agreement. For each Restaurant developed after the first, we will apply $9,000 toward the $18,000 initial franchise fee due under the Franchise Agreement. The balance of the reduced initial franchise fee due, or $9,000, is payable immediately when you sign the lease or purchase agreement for the Restaurant or 90 days before the scheduled opening of the Restaurant, whichever occurs first. We reserve the right to adjust this formula depending upon the size of the area and the financial ability of the Multi-Unit Operator. The multi-unit operator fee must be paid in a lump sum and is non-refundable.

For example, if you commit to develop five Restaurants, the multi-unit operator fee will be $25,000 + (4 x $9,000 = $36,000) = $61,000.

There are no other purchases from or payments to us or any affiliate of ours that you must make before your Restaurant opens for business.

ITEM 6
OTHER FEES

Fees (1)	Amount	Due Date	Remarks
Royalty Fee (2)	4.5% of Gross Sales	Payable weekly (or monthly upon receipt of invoice) on or before Wednesday (unless Wednesday is not a business day, then it is due on the next business day)	Royalty Fees are calculated based on Gross Sales for the previous week (or month, if approved) ending Sunday. Amounts may be withdrawn by EFT from your designated bank account.
Advertising Fund (3)	Maximum of 3% of Gross Sales	Payable together with the Royalty Fee	Fee contributes to the Advertising Fund, described in Item 11. Currently, we are waiving this fee for the first year, and reducing it to 2% for the following year.

Local Advertising (4)	3% of Gross Sales or $750, whichever is higher	Must be spent monthly	You will spend this money directly with your local advertising vendors. All advertising must be approved by Company before you use it.
Cooperative Advertising (5)	As determined by Cooperative, but not more than 2% of Gross Sales	As determined by Cooperative	If an advertising cooperative is formed for your area, you must join the cooperative. Any money you contribute to a cooperative will count toward your local advertising requirement.

Initial Training (For New or Replacement Employees) (6)	Our then-current per person training fee, plus expenses Current per person training fee = $1,500	Before Training	We will train the first 3 people at no additional charge. If you request that we provide our initial training program to any additional employees, or to new or replacement employees during the term of your Franchise Agreement, you must pay our training fee as well as the trainees' expenses, including travel, lodging, meals, and wages.

Fees (1)	**Amount**	**Due Date**	**Remarks**
Additional On-Site Training	Our then-current per diem rate per trainer, plus expenses Current per diem rate = $450	When billed	If you request that we provide additional training at your Restaurant, you must pay our daily fee for each trainer we send to your Restaurant, and you must reimburse each trainer's expenses, including travel, lodging, and meals.
Interest	18% per annum or highest rate allowed by applicable law	On demand	Interest may be charged on all overdue amounts.
Audit Fee	Cost of audit	When billed	Payable only if we find, after an audit, that you have understated any amount you owe to us or Gross Sales by 2% or more. You must also pay the understated amount plus interest.

Prohibited Product or Service Fine	$250 per day of use of unauthorized products or services	If incurred	In addition to other remedies available to us.
Transfer Fee – Franchise Agreement	35% of our then-current initial franchise fee	Submitted with transfer application	No fee charged to an individual or partnership franchisee that transfers its rights, one time only, to a corporate entity controlled by the same interest holders.
Transfer Fee – Multi- Unit Operator Agreement	$15,000	Submitted with transfer application	No fee charged to an individual or partnership franchisee that transfers its rights, one time only, to a corporate entity controlled by the same interest holders.

Renewal (Franchise Agreement)	50% of our then-current initial franchise fee	270 days before expiration of the Franchise Agreement	After expiration of initial tenyear term, Franchisee has the option to renew for an additional term.
Public Offering	$5,000	When billed	This covers our cost to review the proposed offering of your securities. The offering fee is the same amount under both the Franchise Agreement and the Multi-Unit Operator Agreement.
Fees (1)	**Amount**	**Due Date**	**Remarks**
Inspection and Testing	$250 to $1,000	On demand	Payable if you request that we evaluate a product or supplier that we have not previously approved and that you want to use in your Restaurant (see Item 8).
Development Period Extension Fee (Multi-Unit Operator Agreement)	$10,000 per extension	When extension is granted	These extension purchases may not apply if you have located a site that we have approved.
Liquidated Damages	See footnote 5		

Technology Fee	$750	Annually	Payable to our approved supplier or the Company. This fee is for annual maintenance of the web page we will create for you on our website or app.
Costs and Attorneys' Fees	Will vary under circumstances	On demand	If you default under your agreement, you must reimburse us for the expenses we incur (such as attorneys' fees) in enforcing or terminating the agreement.
Indemnification	Will vary under circumstances	On demand	You must reimburse us for the costs we incur if we are sued or held liable for claims that arise from your operation of the Franchised Business or in connection with any offer of your securities, or for costs associated with defending claims that you used the trademarks in an unauthorized manner.
Repair, Maintenance, and Remodeling/ Redecorating	Will vary under circumstances	As incurred	Payable to approved suppliers. You must regularly clean and maintain your Restaurant and its equipment. We may require you to remodel or redecorate your Restaurant to meet our then-current image for all Pizza @ Restaurants. We will not require you to remodel or redecorate your Restaurant more frequently than every five years.

Fees (1)	Amount	Due Date	Remarks
Charges for "mystery customer" quality control evaluation	Will vary under circumstances, but not to exceed $1,000 per year	Upon demand, if incurred	See Note 6. The mystery customer program will be separate from our programs for customer surveys and customer satisfaction audits (which may require you to accept coupons from participating customers for discounted or complimentary items).
Gift Cards and Loyalty Cards	See footnote 7		

Notes:

1. All fees described in this Item 6 are non-refundable. Except as otherwise indicated in the preceding chart, we impose all fees and expenses listed and you must pay them to us. Except as specifically stated above, the amounts given may be due to changes in market conditions, our cost of providing services, and future policy changes. At the present time we have no plans to increase payments over which we have control.

2. For the purposes of determining the royalties to be paid under the Franchise Agreement, "Gross Sales" means the total selling price of all services and products and all income of every other kind and nature related to the Restaurant (including income related to catering and delivery activities, and any sales or orders of food products or food preparation services provided from or related to the Restaurant), whether for cash or credit and regardless of collection in the case of credit. If a cash shortage occurs, the amount of Gross Sales will be determined based on the records of the point of sale system and any cash shortage will not be considered in the determination. Gross Sales expressly excludes the following:

(a) Receipts from the operation of any public telephone installed in the Restaurant or products from pre-approved vending machines or games located at the Restaurant, except for any amount representing your share of the revenues;

(b) Sums representing sales taxes collected directly from customers, based on present or future laws of federal, state, or local governments, collected by you in the operation of the Restaurant, and any other tax, excise, or duty which is levied or assessed against you by any federal, state, municipal, or local authority, based on sales of specific merchandise sold at or from the Restaurant, provided that the taxes are actually transmitted to the appropriate taxing authority; and

(c) Proceeds from isolated sales of trade fixtures not constituting any part of your products and services offered for resale at the Restaurant nor having any material effect on the ongoing operation of the Restaurant required under the Franchise Agreement.

Gross Sales inclusive of any Delivery Fees.

We may authorize certain other items to be excluded from Gross Sales. Any exclusion may be revoked or withdrawn at any time by us. The royalty fee will be withdrawn from your designated bank account, debit card, or other financial account by electronic funds transfer ("EFT") weekly (or monthly upon receipt of invoice, if approved) on Wednesday based on Gross Sales for the preceding week (or month) ending Sunday. If you do not report the Restaurant's Gross Sales, we may debit your account for 120% of the last Royalty Fee and Advertising Fee that we debited. If the Royalty Fee and Advertising Fee we debit are less than the fees you actually owe us, we will debit your account for the balance on a day we specify. If the Royalty Fee and Advertising Fee we debit are greater than the fees you actually owe us, we will credit the excess against the amount we otherwise would debit from your account during the following week.

If any state or Territories imposes a sales or other tax on the royalty fees, then we have the right to collect this tax from you.

3. We will establish and administer a national Advertising Fund on behalf of the System (see Item 11) to provide national or regional creative materials for the benefit of the System.

4. Cooperatives will include all franchised Restaurants and Restaurants owned by us or our affiliates located in designated geographic areas. Each Restaurant has one vote in the cooperative. No Cooperatives have been established as of the date of this Disclosure Document.

5. If we terminate your Franchise Agreement for cause, you must pay us within 15 days after the effective date of termination liquidated damages equal to the average monthly Royalty Fees you paid to us during the 12 months of operation preceding the effective date of termination multiplied by (a) 24 (being the number of months in two full years), or (b) the number of months remaining in the Agreement had it not been terminated, whichever is higher.

6. We may use an independent service to conduct a "mystery customer" quality control and evaluation program. You must participate in this program, and we may require that you pay the then- current charges imposed by the evaluation service (as we direct, either directly to the evaluation service provider or to us as a reimbursement).

7. You agree to participate in our Gift Card program, which allows a Gift Card that is purchased at any Restaurant to be redeemed at any other Restaurant in the System. You must also participate in our Loyalty Card program, which provides rewards for repeat customers. Loyalty Cards may be used at any Restaurant in the System.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Item	Estimated Cost	Method of Payment	When Due	To Whom Paid
Initial Franchise Fee (1)	$25,000	Lump Sum	On signing Franchise Agreement	Us
Travel and Living Expenses (during training) (2)	$1,000 to $2,000	As Incurred	As Incurred	Airlines, Hotels, Restaurants

Rent, Real Estate, Construction, and Remodeling (3)	$25,000 to $120,000	As Arranged	As Arranged	Landlord, Independent Contractors
Item	**Estimated Cost**	**Method of Payment**	**When Due**	**To Whom Paid**
Furniture and Fixtures (4)	$7,500 to $ 20,000	As Arranged	As Arranged	Approved Suppliers
Signs (5)	$2,500 to $10,000	As Arranged	As Arranged	Approved Suppliers
Equipment (6)	$40,000 to $65,000	As Arranged	As Arranged	Approved Suppliers
Advertising (initial 9 months) (7)	$5,000 to $10,000	As Arranged	As Arranged	Approved Suppliers
Initial Inventory (8)	$4,000 to $8,000	As Arranged	As Arranged	Our Affiliate and Approved
Miscellaneous Opening Costs (includes business licenses, insurance, utility, etc.) (9)	$2,000 to $10,000	As Arranged	As Incurred	Government Suppliers Agencies, Utility Companies
Computer System and Software (10)	$1,050 to $2,000	As Arranged	As Arranged	Approved Suppliers
Other Operating Funds (initial 3 months) (11)	$15,000 to $28,000	As Arranged	As Arranged	Utility Companies
TOTAL	**$128,050 to $300,000**			

In general, none of the expenses listed in the above chart are refundable, except any security deposits you must make may be refundable. We do not finance any portion of your initial investment.

Notes:

1. ***Initial Franchise Fee; Location Assistance Fee***. The initial fees due under a Franchise Agreement and Multi-Unit Operator Agreement are discussed in Item 5. The Location Assistance Fee is discussed in Item 5.

2. ***Travel and Living Expenses***. You are responsible for costs incurred by the General Manager and other Restaurant personnel in connection with any initial training program. These expenses include, but are not limited to, costs of travel, lodging, meals, and wages.

3. ***Rent, Real Estate, Construction, and Remodeling***. The figures are for the initial phase of the business for rent and assume that the premises of the Restaurant will be in a high traffic area with businesses, neighborhoods, colleges, and/or nightlife and be approximately 1,200 to 1,600 square feet in size. Landlords may vary the base rental rate and charge rent based on a percentage of gross sales. In addition to base rent, your lease may require you to pay common area maintenance charges ("CAM Charges") for your pro rata share of the real estate taxes and insurance, and your pro rata share of other charges ("NNN Charges"). The actual amount you pay under the lease will vary depending on the size of the Restaurant, the types of charges that are allocated to tenants under the lease, your ability to negotiate with landlords, and the prevailing rental rates in the geographic region.

If you choose to purchase real property on which to build your Restaurant, your initial investment will probably be higher than what we estimate above. If you purchase real property, we cannot estimate how this purchase will affect your total initial investment.

The cost of leasehold improvements will vary depending on numerous factors, including: (i) the size and configuration of the premises; (ii) pre-construction costs (e.g., demolition of existing walls and removal of existing improvements and fixtures); and (iii) cost or materials and labor, which may vary based on geography and location. These amounts are based on the cost of adapting our prototypical architectural and design plans to remodel and finish-out of the Restaurant and the cost of leasehold improvements. These figures are our principals' best estimate based on remodeling/finish-out rates. These amounts may vary substantially based on local conditions, including the availability and prices of labor and materials. These costs may also vary depending on whether certain of these costs will be incurred by the landlord.

These are also the estimate of your costs to obtain architectural and design services necessary for the construction of the Restaurant. You must adapt our prototypical plans and specifications to suit your Restaurant premises. We must approve of your construction plans before you begin to build out the Restaurant.

4. ***Furniture and Fixtures***. The furniture and fixtures you must purchase include tables, chairs, shelving, display racks, and décor items.

5. ***Signs***. These amounts represent your cost for interior and exterior signage and menu boards. Your landlord or your local ordinances may have different restrictions it places on interior and exterior signage which may affect your costs.

6. ***Equipment***. You must purchase equipment meeting our specifications to be used in the Restaurant, including a Turbo Chef HHC2020 ventless conveyer pizza oven. We have established relationships with equipment vendors for certain equipment used in the Restaurant that meets our specifications.

7. ***Advertising (Initial 9 Months)***. You must conduct a grand opening advertising campaign. We reserve the right to approve all advertisements used in your grand opening advertising campaign, and your campaign must be conducted in the 240 day period comprising 60 days before and 180 days after opening of your Restaurant. At our request, you must give the grand opening advertising money to us and we will conduct the grand opening advertising campaign on your behalf.

8. ***Initial Inventory***. These amounts represent your initial inventory of food supplies, logoed merchandise, and paper goods for use in the initial phase of operating the Franchised Business.

9. ***Miscellaneous Opening Costs***. These are estimates of the costs for obtaining local business licenses which typically remain in effect for one year. These figures do not include occupancy and construction permits which were included in the leasehold improvement costs. The cost of these permits and licenses will vary substantially depending on the location of the franchised business. We strongly recommend that you verify the cost for all licenses and permits required in your jurisdiction before signing the Franchise Agreement.

These figures are also estimates of the cost of the quarterly premiums for the insurance you must obtain and maintain for your Restaurant, as described in Item 8. Insurance premiums may be payable monthly, quarterly, semi-annually, or annually, based on the insurance company's practices and your creditworthiness.

You will probably need to provide security deposits to your landlord and your local utilities, such as gas, electricity, and water.

10. ***Computer System and Software***. You must obtain a Clover POS system for your Restaurant from Pizza @ who shall serve as an Administrator for the account. You must have a paid HomeBase account for your scheduling and labor and assign Pizza@ as an Administrator of the account.

11. ***Other Operating Funds (Initial 3 Months)***. You will incur miscellaneous costs, including cable, utilities, etc.

Your actual costs may vary greatly and will depend on factors such as the size and condition of the space and cost to convert to a Restaurant, your management skill, experience, and business acumen; local economic conditions; the local market for the Restaurant's products; the prevailing wage rate; competition; and the sales level reached during the start-up phase. These amounts do not include any estimates for debt service. These are only estimates and your costs may vary based on actual rental prices in your area, and other site-specific requirements or regulations. The costs outlined in this Item 7 are not intended to be a forecast of the actual cost to you or to any particular franchisee.

We have not included a separate table for the initial investment if you sign a Multi-Unit Operator Agreement. Other than the initial fee for the Multi-Unit Operator Agreement, actual start-up costs pertaining to the actual Restaurants opened under the Multi-Unit Operator Agreement are as estimated above, subject to potential increases over time or other changes in circumstances. If you sign a Multi- Unit Operator Agreement, your professional fees such as legal and financial may be higher.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase or lease and install all fixtures, furnishings, equipment (including point of sales and computer hardware and software), décor items, signs, and related items we require, all of which must conform to the standards and specifications stated in our Manual (as defined in Item 11) or otherwise in writing, unless you have first obtained our written consent to do otherwise. You may not install or permit to be installed on the Restaurant premises any fixtures, furnishings, equipment, décor items, signs, games, vending machines, or other items without our written consent or that do not comply with our specifications.

To make sure that the highest degree of quality and service is maintained, you must operate the Restaurant in strict conformity with the methods, standards, and specifications that we prescribe in the Manual or otherwise in writing. You must maintain in sufficient supply and use and sell at all times only those food and beverage items, ingredients, products, materials, supplies, and paper goods that meet our standards and specifications. All menu items must be prepared in accordance with the recipes and procedures specified in the Manual or other written materials. You must not deviate from these standards and specifications by the use or offer of non-conforming items, or differing amounts of any items, without obtaining our written consent first. You must sell and offer for sale only those menu items, products, and services that we have expressly approved for sale in writing. You must offer for sale all products and services required by us in the manner and style we require, including dine-in, carry-out, delivery, and catering services. You must stop offering for sale any items, products, and services we may disapprove in writing at any time. We can, and expect to, modify our standards and specifications as we deem necessary. We will provide you notice in the Manual or otherwise in writing (such as via e-mail) of any changes in our standards and/or specifications.

You must permit us or our agents, at any reasonable time, to remove a reasonable number of samples of food or non-food items from your inventory or from the Restaurant free of charge for testing by us or by an independent laboratory to determine whether the samples meet our then-current standards and specifications. In addition to any other remedies we may have, we may require you to pay for the testing if we have not previously approved the supplier of the item or if the sample fails to conform to our specifications (see Item 6).

You must obtain all food and beverage items, ingredients, supplies, materials, fixtures, furnishings, equipment (including point of sale and computer hardware and software), and other products used or offered for sale at the Restaurant solely from suppliers who demonstrate, to our continuing reasonable satisfaction, the ability to meet our then-current standards or in accordance with our standards and specifications. We do not make our supplier evaluation criteria available to you or any supplier.

Currently our approved suppliers, in addition to ourselves, include US FOODS, La Brada, Sysco, Gordon's Food Service (GFS), Costco, Sam's Club, Coca Cola, , Webstaurant, and Clover for your point of sale system.

None of the officers listed in Item 2 has an ownership interest in any approved supplier.

If you wish to purchase, lease, or use any products or other items from an unapproved supplier, you must submit a written request for approval, or must request the supplier to do so. The written request must include our then-current fee for testing and inspection (see Item 6). We must approve any supplier in writing before you make any purchases from that supplier. We can require that our representatives be permitted to inspect the supplier's facilities and that samples from the supplier be delivered, either to us or to an independent laboratory, for testing. We reserve the right to re-inspect the facilities and products of any approved supplier and to revoke our approval if the supplier fails to continue to meet any of our then- current standards. Our supplier approval procedure does not obligate us to approve any particular supplier. However, we will notify you within 45 days after we complete the inspection and evaluation process of our approval or disapproval of any proposed supplier. We are not required to make available to you or to any supplier our criteria for product or supplier approval.

For your catering services (and delivery services, if we authorize you to provide delivery), any vehicle that you use to deliver Restaurant products and services to customers must meet our standards for appearance and ability to satisfy the requirements imposed on you under the Franchise Agreement. You must place the signs and décor items on the vehicle we require and must at all times keep the vehicle clean and in good working order. You must make sure that each person providing those services will comply with all laws, insurance requirements, regulations, and rules of the road and will use due care and caution operating and maintaining the motor vehicles. Except as described in this paragraph, we do not have any standards or exercise control over any motor vehicle that you use.

We have and may continue to develop for use in the System certain products which are prepared from confidential proprietary recipes and other proprietary products which bear the Marks. Because of the importance of quality and uniformity of production and the significance of those products in the System, it is to your and our benefit that we closely control the production and distribution of those products. Therefore, you will use only our proprietary recipes and other proprietary products and will purchase those items solely from us or from a source designated by us all of your requirements for those products. You must purchase from us or our designated supplier for resale to your customers certain logoed merchandise, such as t-shirts, caps, memorabilia, and promotional products, in amounts sufficient to satisfy your customer demand. You must also obtain certain upgrades for your point of sale system.

We may, when appropriate, negotiate purchase arrangements, including price terms, with designated and approved suppliers on behalf of the System. As of the date of this Disclosure Document, there are no purchasing or distribution cooperatives for any of the items described above in which you must participate.

We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products, equipment, or services to some or all of the Restaurants in our System. If we do establish those types of alliances or programs, we may limit the number of approved suppliers with whom you may deal, we may designate sources that you must use for some or all products, equipment, and services, and we may refuse to approve proposals from franchisees to add new suppliers if we believe that approval would not be in the best interests of the System or the franchised network of Restaurants.

We and/or our affiliates may receive payments or other compensation from approved suppliers on account of the suppliers' dealings with us, you, or other Restaurants in the System, such as rebates, commissions, or other forms of compensation, and we estimate that these payments will range from 1% to 5% of our franchisees' purchases from these suppliers. We may use any amounts that we receive from suppliers for any purpose that we deem appropriate. We and/or our affiliates may negotiate supply contracts with our suppliers under which we are able to purchase products, equipment, supplies, services, and other items at a price that will benefit us and our franchisees. For the fiscal years ended September 30, 2016; September 30, 2017; September 30, 2018; September 30,2019; September 30, 2020 and September 30,2021 neither we nor any of our affiliates earned revenue from approved suppliers based on their sales of products to our franchisees.

We estimate that your purchases from us or approved suppliers, or that must conform to our specifications, will represent approximately 70% to 80% of your total purchases in establishing the Restaurant, and approximately 80% to 90% of your total purchases in the continuing operation of the Restaurant.

When determining whether to grant new or additional franchises, we consider many factors, including your compliance with the requirements described in this Item 8.

All advertising and promotional materials, signs, decorations, paper goods (including menus and all forms and stationery used in the Restaurant), and other items we designate must bear the Marks (see Item 13) in the form, color, location, and manner we prescribe. In addition, all your advertising and promotion in any medium must be conducted in a dignified manner and must conform to the standards and requirements in the Manual or otherwise. You must obtain our approval before you use any advertising and promotional materials and plans if we have not prepared or approved them during the 12 months before their proposed use. Any advertising and promotional materials you submit to us for our review will become our property.

You must obtain our approval of the site for the Restaurant before you acquire the site and shall contact Pizza @ as you identify potential sites. You must also obtain our approval of any contract of sale or lease for the Restaurant before you sign the contract or lease and we may require certain language or clauses as the case may be. We will require you and your landlord to sign a Collateral Assignment of Lease with us (Attachment B to the Franchise Agreement).

Before you open the Restaurant for business, you must obtain the insurance coverage for the Restaurant that we specify in the Manual or otherwise in writing. Our current insurance requirements are described below. This insurance coverage must be maintained during the term of the Franchise Agreement and must be obtained from a responsible, duly licensed carrier or carriers acceptable to us. All insurance must be on an "occurrence" basis.

1. General and professional liability in the amount of $1,000,000 per occurrence, $2,000,000 aggregate limit. If you engage in delivery services, you may need to purchase general and professional liability insurance of a higher amount.

2. "All Risks" coverage for the full cost of replacement of the Restaurant premises and all other property in which we may have an interest with no coinsurance clause.

3. Business Interruption insurance in a sufficient amount to cover profit margins, maintenance of competent and desirable personnel and fixed expenses for a period of at least 90 days.

4. Automobile liability coverage, including coverage of owned, non-owned and hired vehicles, with coverage in amounts not less than $1,000,000 combined single limit. If you engage in delivery services, you may need to purchase general and professional liability insurance of a higher amount.

5. Workers' compensation insurance in amounts provided by applicable law (but not less than $500,000 per occurrence) or, if permissible under applicable law, any legally appropriate alternative providing substantially similar compensation to injured workers, subject to the conditions set forth in the Franchise Agreement.

6. Other insurance required by the state or locality in which the Restaurant is located and operated or as may be required by the lease or mortgage for the Restaurant.

You may, after obtaining our written consent, choose to have reasonable deductibles under your insurance policies. Also, related to any construction, renovation, or remodeling of the Restaurant, you must maintain builder's risks insurance and performance and completion bonds in forms and amounts, and written by a carrier or carriers, satisfactory to us. All of the policies must name us, those of our affiliates that we specify, and the respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, and employees of each of them, as additional named insureds and must include a waiver of subrogation in favor of all those parties.

We have the right to require that you obtain from your insurance company a report of claims made and reserves set against your insurance. We reserve the right to change our insurance requirements during the term of your Franchise Agreement, including the types of coverage and the amounts of coverage, and you must comply with those changes.

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.

In the table below, the following abbreviations have these meanings: FA means the Franchise Agreement and MUOA means the Multi-Unit Operator Agreement.

Obligation	Section in Agreement	Item in Disclosure Document
a. Site selection and acquisition/ lease	FA – Article II MUOA – Section III	Items 8 and 11
b. Pre-opening purchases/leases	FA – Articles VI, VII, and VIII	Items 5, 6, 7, 8, and 11
c. Site development and other pre-opening requirements	FA – Article II	Items 1, 8, and 11
d. Initial and ongoing training	FA – Article VI	Items 5, 6, and 11
e. Opening	FA – Article VI	Items 5, 6, and 11
f. Fees	FA – Articles IV, VIII MUOA – Sections II, III	Items 5 and 6
g. Compliance with standards and policies/Manuals	FA – Articles II, III, VI, VIII, IX, X, XI, and XII	Items 11 and 14
h. Trademarks and proprietary information	FA – Articles IX, X, and Attachment D MUOA – Section VII	Items 11, 13, and 14
i. Restrictions on products/services offered	FA – Article VII MUOA – Section VII	Items 8 and 16
j. Warranty and customer service requirements	FA – Article VII	Item 8

k. Territorial development and sales quotas	MUOA – Section III	Item 12
l. Ongoing product/service purchases	FA – Article VII	Items 6 and 8
m. Maintenance, appearance and remodeling requirements	FA – Articles II, VII, and XIV	Items 8 and 11
n. Insurance	FA – Article XII	Items 7 and 8
o. Advertising	FA – Article VIII	Items 6, 8, and 11
p. Indemnification	FA – Article XV MUOA – Section XIV	Item 6
q. Owner's participation/ management/staffing	FA – Articles VI, XIV, XV, XIX MUOA – Section VII	Items 1, 11, and 15
r. Records and Reports	FA – Articles IV, VII, and XI	Item 6
s. Inspections and audits	FA – Articles II, VII, and XI MUOA – Section XII	Items 6, 8, and 11
t. Transfer	FA – Article XIV MUOA – Section XI	Items 6 and 17
u. Renewal	FA – Article III MUOA – Section V	Items 6 and 17
v. Post-termination obligations	FA – Article XVIII MUOA – Section X	Items 6 and 17
w. Non-competition covenants	FA – Article X, Attachment D MUOA – Section XII	Item 17
x. Dispute Resolution	FA – Article XIX MUOA – Section XIX	Items 6 and 17
y. Liquidated Damages	FA – Article XVIII	Item 6

ITEM 10
FINANCING

We do not initially offer, either directly or indirectly, any financing arrangements to you. We do not guarantee your notes, leases, or other obligations.

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

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

Pre-Opening Obligations

Multi-Unit Operator Agreement: Under the Multi-Unit Operator Agreement, we will provide you with the following assistance:

1. We will grant to you rights to an Exclusive Area within which you will establish and operate an agreed-upon number of Restaurants under separate Franchise Agreements. (Multi-Unit Operator Agreement – Section 1.1).

2. We will review site survey information on sites you select for conformity to our standards and criteria for potential sites and, if the site meets our criteria, approve the site for a Restaurant. (Multi-Unit Operator Agreement – Section 8.1).

3. We will provide you with standard specifications and layouts for the building, equipment, furnishing, décor, and signs of the Restaurant. (Multi-Unit Operator Agreement – Section 8.2).

4. We will review your site plan and final build-out plans and specifications for conformity to our standards and specifications. (Multi-Unit Operator Agreement – Section 8.3).

5. We will provide other resources and assistance as may be developed and offered to our Multi-Unit Operators. (Multi-Unit Operator Agreement – Section 8.4).

Franchise Agreement: Before the opening of a Restaurant we will provide the following assistance and services:

1. Our written site selection guidelines and the site selection assistance we deem advisable. (Franchise Agreement, Section 5.1). We will also designate your Territory (see Item 12).

2. At your request, one on-site evaluation of the proposed site for your Restaurant. You must pay our then-current location assistance fee and reimburse our expenses (see Item 5). (Franchise Agreement, Section 5.2).

3. On loan, one set of prototypical architectural and design plans and specifications for a Restaurant for adaptation by you, at your expense. (Franchise Agreement, Section 5.3).

4. On loan, our Confidential Operations Manual, which we may revise during the term of your Franchise Agreement. (Franchise Agreement, Sections 5.4 and 10.1).

5. A list of our approved suppliers, which we may revise during the term of your Franchise Agreement. (Franchise Agreement, Sections 5.9 and 7.4).

6. An initial training program at our headquarters for up to three people at no additional charge. If you wish to have additional personnel trained, you must pay our then-current fee (see Item 6). (Franchise Agreement, Sections 5.10 and 6.4).

7. One of our representatives to provide up to one week of opening assistance and training around the opening of your Restaurant. You must reimburse the expenses that our representative

incurs while providing opening assistance, such as travel, lodging, and meals. (Franchise Agreement, Section 6.4).

Continuing Obligations

Franchise Agreement: During the operation of a Restaurant we will provide the following assistance and services:

1. As we reasonably determine necessary, visits to and evaluations of the Restaurant and the products and services provided to make sure that our high standards of quality, appearance, and service of the System are maintained. (Franchise Agreement, Sections 5.5 and 7.5.6).

2. Advertising and promotional materials for in-store marketing and local advertising for the Restaurant at a reasonable cost to you. (Franchise Agreement, Section 5.6).

3. Advice and written materials (including updates to the Manual) concerning techniques of managing and operating the Restaurant, including new developments and improvements in equipment, food products, packaging, and preparation. (Franchise Agreement, Section 5.7).

4. Products for resale, including certain merchandise identifying the System to meet customer demand. You may need to purchase such merchandise from us, our affiliate, or another designated supplier. (Franchise Agreement, Section 5.8).

5. Training programs and seminars and other related activities regarding the operation of the Restaurant as we may conduct for you or Restaurant personnel generally, which may be mandatory for your General Manager and other Restaurant personnel. (Franchise Agreement, Section 6.4.4).

6. At your request, additional on-site training at your Restaurant. You must pay our per diem fee for each trainer providing the training as well as reimburse our expenses (see Item 6). (Franchise Agreement, Section 6.4.3).

7. Administration of the advertising fund. (Franchise Agreement, Sections 8.3 and 8.4).

8. Indemnification against and reimbursement for all damages for which you are held liable in any proceeding arising out of your use of any of the Marks (including settlement amounts), provided that you and your Controlling Principals have fully complied with the terms of the Franchise Agreement. (Franchise Agreement, Section 9.4).

Grand Opening Advertising: You must conduct an advertising campaign announcing the grand opening of your Restaurant (see Item 7 for the amount you must spend). Your grand opening advertising campaign must be conducted in the 240 day period comprising 60 days before and 180 days after the opening of your Restaurant. You must submit to us, for our approval, the proposed grand opening advertising campaign before you conduct the campaign. At our request, you must give us the money for your grand opening advertising campaign and we will conduct the campaign on your behalf.

Local Advertising: You must conduct local advertising in your Territory (see Item 6 for the amount you must spend). If your landlord requires you to participate in any marketing or promotion fund, the amounts you pay may be applied towards satisfying your local advertising obligations, if first approved in writing by us. We must approve all advertising before you use it. You must not advertise or use our Marks in any fashion on the Internet, World Wide Web, email, social media, text message or via other means of advertising through telecommunication without our express written consent. You must provide us with an advertising expenditure report within 30 days of our request to show that you have complied with the local advertising requirements. Costs and expenditures you incur with any of the following are not to be included in your expenditures on local advertising unless we approve in advance in writing:

1. Incentive programs for your employees or agents, including the cost of honoring any coupons distributed in connection with the programs and including employee meals or meal discounts;

2. Marketing research expenditures;

3. Salaries and expenses of your employees, including salaries or expenses for attendance at advertising meetings or activities;

4. In-store materials consisting of fixtures or equipment; and

5. Seminar and educational costs and expenses of your employees.

Any advertising that you propose to use that has either not been prepared by us or has not been approved by us in the immediately preceding 12-month period must be submitted to us for our approval before you may use it. We will have 15 days after receipt of all materials to approve or disapprove of the proposed advertising materials. Unless we provide our specific approval of the proposed advertising materials, the materials are deemed not approved. Any materials you submit to us for our review will become our property, and there will be no restriction on our use or distribution of these materials.

We reserve the right to require you to include certain language in your local advertising, such as "Franchises Available" and our website address and phone number.

Advertising Fund: We reserve the right to establish and administer an Advertising Fund (the "Advertising Fund") to advertise the System and the products offered by Pizza @ Restaurants on a regional or national basis. When we do establish the Advertising Fund, you must contribute to the Advertising Fund at a specified percentage of the Gross Sales of the Restaurant each week (or month, if applicable), to be paid in the same manner as the royalty payments (see Item 6). Since the Advertising Fund has not yet been established, no monies have been spent by the Advertising Fund.

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

1. We direct all advertising programs and have sole discretion to approve the creative concepts, materials, and media used in the programs and their placement and allocation. The Advertising Fund is intended to maximize general public recognition and acceptance of the Marks and improve the collective success of all Restaurants operating under the System. We may use monies from the Advertising Fund to support our website. Any Restaurants operated by us or our affiliates will contribute to the Advertising Fund generally on the same basis as you. In administering the Advertising Fund, we and our designees are not required to make expenditures for

you that are equivalent or proportionate to your contribution or to make sure that any particular franchisee benefits directly or pro rata from the placement of advertising.

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

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

4. Although the Advertising Fund is intended to be perpetual, we may terminate the Advertising Fund at any time. The Advertising Fund will not be terminated until all monies in the Advertising Fund have been spent for advertising or promotional purposes or returned to contributors on a pro rata basis. If we terminate the Advertising Fund, we have the option to reinstate it at any time and it will be operated as described above.

We currently advertise the Restaurants and the products offered by the Restaurants primarily using television, radio, point of purchase advertising materials, direct mail, electronic and internet marketing, social media, rating websites, blogs, public relations and promotions, and print media. As the number of Restaurants in the System expands, we anticipate using other forms of media, including television, radio, internet, magazine, and newspaper advertising campaigns; and direct mail and outdoor billboard advertising. The majority of our advertising is developed by members of our staff or third-party consultants. Once the franchise program has been established, we contemplate advertising on a national, regional, and local basis through the use of the Advertising Fund, Local Advertising, and Cooperatives (described below).

Cooperative Advertising: We may designate any geographic area in which two or more Restaurants are located as a region for purposes of establishing an advertising Cooperative, or we may approve of the formation of an advertising Cooperative by our franchisees. The members of the Cooperative for any area will consist of all Restaurants, whether operated by us, our affiliate, or our franchisees. We have the right to dissolve, merge, or change the structure of the Cooperatives. Each Cooperative will be organized for the exclusive purposes of administering advertising programs and developing, subject to our approval as described above, promotional materials for use by the members in local advertising. If a Cooperative has been established for a geographic area where your Restaurant is located when the Franchise Agreement is signed, or if any Cooperative is established during the term of the Franchise Agreement, you must become a member of the Cooperative. If the Cooperative will operate according to written documents, we must approve of these documents, and a copy of the Cooperative documents applicable to the geographic area in which your Restaurant will be located will be provided to you if you request it.

The payments you make to a Cooperative may be applied by you toward satisfaction of your local advertising requirement. If the amount you contribute to a Cooperative is less than your local advertising requirement, you must still spend the difference locally. All contributions to the Cooperative will be maintained and administered in accordance with the documents governing the Cooperative, if any. The Cooperative will be operated solely as a conduit for the collection and expenditure of the Cooperative fees for the purposes outlined above. No advertising or promotional plans or materials may be used by the Cooperative or furnished to its members without first obtaining our written approval. Currently there are no Cooperatives in the System. The Cooperative is not required to prepare an annual financial statement.

Neither the Advertising Fund nor any Cooperative will use any funds for advertising that is principally a solicitation for the sale of franchises for Restaurants.

Except as described above, we are not obligated to spend any amount on advertising in your Territory.

Website / Extranet: Websites (as defined below) are considered as "advertising" under the Franchise Agreement and are subject (among other things) to our review and prior written approval before they may be used (as described above). As used in the Franchise Agreement, the term "Website" means an interactive electronic document, series of symbols or otherwise, contained in a network of computers linked by communications software, that you operate or authorize others to operate and that refers to the Restaurant, Proprietary Marks, us, or the System. The term Website includes Internet and World Wide Web home pages, emails, text messages, and social media.

In connection with any Website, the Franchise Agreement states that we have the right, but not the obligation, to establish and maintain a website. The Website may promote the Marks, Restaurants, products offered at Restaurants, franchising of Restaurants, and/or the System. We will have the right to control all aspects of the Website, including but not limited to its design, content, functionality, links to the websites of third parties, legal notices, and policies and terms of usage. We also have the right to discontinue operation of the Website. Franchisor maintains admin accounts for all social media accounts.

We may designate web pages within our Website to describe you and/or your business. You must comply with our policies in terms of creation, maintenance, and content of any such web page. We have the right to refuse to post and/or discontinue posting any content and/or the operation of any web page.

You may not establish a separate Website, social media profile, rating website profile without our approval. If approved, you must comply with our policies, standards, and specifications set forth for the Website.

Training: No later than 60 days before the date the Restaurant begins operation ("Opening Date"), you, your General Manager, and one other employee (for a maximum of three persons) must attend and complete, to our satisfaction, our initial training program. We will conduct this training at our one of our Affiliate's Restaurants in Florida, or at another location we designate. Initial training programs will be offered at various times during the year depending on the number of new franchisees entering the System, replacement general managers and other personnel needing training, the number of new Restaurants being opened, and the timing of the scheduled openings of Restaurants.

We will provide instructors and training materials for the initial training of you, your General Manager, and one additional employee at no additional charge. You may also have additional personnel trained by us for the Restaurant, at your expense (see Item 6). We will determine whether you and/or the General Manager have satisfactorily completed initial training. If the General Manager does not satisfactorily complete the initial training program or if we determine that this person cannot satisfactorily complete the training program, you must designate a replacement to satisfactorily complete the training before you will be permitted to open your Restaurant. If the replacement General Manager cannot complete the initial training program to our satisfaction, we have the right to terminate your Franchise Agreement (see Item 5).

Any General Manager subsequently designated by you must also receive and complete the initial training to our satisfaction, even if this requires sending that manager to the headquarters training program, at your expense. We reserve the right to charge a reasonable fee for the initial training we provide to a replacement or successor employee if we have not approved you to provide the training (see Item 6). You must also pay for all expenses you, your General Manager, and other personnel incur for any training program, including costs of travel, lodging, meals, and wages.

For the opening of the Restaurant, we will provide you with one of our trained representatives. The trained representative will provide on-site pre-opening and opening training, supervision, and assistance to you for up to seven days around your Restaurant opening. You must reimburse the expenses our representative incurs while providing opening assistance, such as research reports, travel, lodging, and meals.

If, during the term of your Franchise Agreement, you request that we provide additional training on-site at your Restaurant, you must pay our then-current per diem fee for each trainer we provide, and you must reimburse us for any expenses our trainers incur, such as costs of travel, lodging, and meals (see Item 6).

Our officers will oversee training. Their biographical information is included in Item 2. We may also draw on the substantial experience of our Affiliate's Restaurant personnel in conducting Restaurant operations training. The instructional materials used in the initial training consist of our Operations Manual, marketing and promotion materials, programs related to the operation of the point of purchase system, and any other materials that we believe will be beneficial to our franchisees in the training process.

The training schedule and activities of the initial training program are described in the following table:

TRAINING PROGRAM

Subject	**Hours of Classroom Training**	**Hours of On-the-Job Training**	**Location**
Day 1: Orientation, Food Safety, Equipment Operation, Vendors, Manual Review, Brand Compliance	1	7	Pizza @ Store or Franchisee's Shop
Day 2: Opening Procedures, Menu Items, Daily Prep, Line Setup, Closing Procedures, Pizza Making	1	7	Pizza @ Store or Franchisee's Shop

Day 3: Systems & Procedures, Drink Production, Counter & POS Training, Machine Operation and Maintenance, Store Maintenance, Cleaning, Pizza Making	1	7	Pizza @ Store or Franchisee's Shop
Day 4: Customer Service, POS, Inventory Ordering, Ordering Procedures & Food Preparation, Pizza Making, Dessert Making, Drink Production	1	7	Pizza @ Store or Franchisee's Shop
Day 5: Order Taking and Serving Procedures, Pizza Making, Dessert Making	1	7	Pizza @ Store or Franchisee's Shop
Day 6: Food storage, Inventory Control, Food Costs, Payroll and Employees, Food Preparation Review, Catering and Events, Staffing, Marketing and Promotions, Special Orders	1	7	Pizza @ Store or Franchisee's Shop
Day 7: Review daily operations and food preparation – Soft Opening	1	7	Pizza @ Store or Franchisee's Shop
Up to additional 7 days of support while store is open for business	0	Up to 56	Pizza@ Franchisee's Shop

Training is conducted by John Peterson, or Troy Barton. See Item 2. The entire training program is subject to change due to updates in materials, methods, manuals, and personnel without notice to you. The subjects and time periods allocated to the subjects actually taught to a specific franchisee and its personnel may vary based on the experience of those persons being trained.

We may choose to hold an annual meeting of our franchisees to provide additional training, introduce new products or changes to the System, or for other reasons. We may designate that attendance at an annual meeting is mandatory for you and/or your General Manager. We may use money from the Advertising Fund to pay for the cost of presenting the annual meeting. You will pay for all of the expenses incurred by your attendees at the meeting, including travel, lodging, meals, and wages.

Operations Manual: The Table of Contents for our Operations Manual is attached to this Disclosure Document as Exhibit F. Our Operations Manual contains approximately 95 pages. You must comply with all policies, procedures in current Manual or subsequent additions and updates.

Site Selection: You must assume all costs, liabilities, expenses, and responsibility for locating, obtaining, and developing a site for the Restaurant and for constructing and equipping the Restaurant at the accepted site. You will select the site for the Restaurant subject to our approval and using our site submittal forms. The Restaurant may not be relocated without first obtaining our written consent. Before you lease or purchase the site for the Restaurant, you must locate a site that satisfies our site selection guidelines. If you request an on-site evaluation, then before we provide the evaluation, you must submit to us in the form we specify a description of the site, including evidence that the site satisfies our site selection guidelines, together with other information and materials that we may reasonably require, including a letter of intent or other evidence that confirms your favorable prospects for obtaining the site.

You must submit information and materials for the proposed site to us for approval no later than 90 days after you have signed the Franchise Agreement. We will have 30 days after we receive this information and materials from you to approve or disapprove the proposed site as the location for the Restaurant. If we do not provide our specific approval of a proposed site, the site is deemed not approved. We do not warrant or guarantee that your Restaurant will be successful at any site that we approve. Our approval only means that the site meets our minimum requirements for a Restaurant.

We will provide you with our current written site selection guidelines and any other site selection counseling and assistance we think is advisable. We will also refer you to our preferred commercial real estate brokerage firm who you may choose to work with. Our guidelines for site selection may require that you conduct, at your expense, an evaluation of the demographics of the market area for the location (including the population and income level of residents in the market area), aerial photography, size, and other physical attributes of the location, proximity to residential neighborhoods and proximity to schools, shopping centers, entertainment facilities, and other businesses that attract consumers and generate traffic. We will use these factors in determining the suitability of your proposed site for a Pizza @ Restaurant.

If you are unable to find a suitable location for your Restaurant within 90 days after you sign the Franchise Agreement, we reserve the right to terminate your Franchise Agreement (see Item 5).

Opening: You must open the Restaurant and commence business within six (6) months after you obtain possession of the Approved Location. You may receive a written extension of this time period from us. Prior to opening, you must complete all exterior and interior preparations for the Restaurant approved by us and comply with all other pre-opening obligations. Failure to comply may lead to prohibition from commencing business and will be deemed an event of material default.

If you are a Multi-Unit Operator, you must sign your first Franchise Agreement at the same time you sign the Multi-Unit Operator Agreement. The typical length of time between the signing of the Franchise Agreement and the opening of your Restaurant is the same as for an individual franchisee.

Computer and Point of Sale Systems: You must purchase the Clover POS system from Pizza @ and not from any vendor or bank. We expect that the point of sale system will cost between $1,050 and $3,000.

You must obtain and maintain Internet access or other means of electronic communication, as specified by us. It will be a material default under the Franchise Agreement if you do not maintain the equipment, lines, and communication methods in operation and accessible to us at all times throughout the term of the Franchise Agreement. We must have administrator access at all times and in the manner that we specify.

ITEM 12
TERRITORY

Franchise Agreement: Your Franchise Agreement will specify the site that will be the Approved Location for your Restaurant. Your Franchise Agreement may also specify a Territory. If your Restaurant is located in a non-traditional site, as described below, or in a major metropolitan location, we reserve the right to not grant you a Territory. The size and scope of the Territory will be contained in the Franchise Agreement and will be determined according to whether the Approved Location is an urban area or a suburban area. The Territory is not the same area as, and will be smaller than, the trade area in which you will be looking for a site. We will provide you with information regarding our classification of each portion of your trade area as urban or suburban. If your Restaurant will be located at a non- traditional site (such as mall food courts, travel plazas, airports, train and transit stations, toll roads hospitals, cafeterias, convenience stores, snack bars, food halls and markets, farmers markets, commissaries, high schools and college campuses, hotels, office buildings, and stadiums, trucks, casinos, sports or entertainment venues arenas, ballparks, festivals, fairs, military bases, and other mass gathering locations or events) or in a major metropolitan area, you will not be granted a Territory. The minimum area that may be granted in a suburban area (as defined by Pizza @) is a two-mile radius. For more densely populated areas (as defined by Pizza @), we reserve the right to limit the geographical territory size that comprises the population threshold.

During the term of the Franchise Agreement, we will not establish or operate, nor license any other person to establish or operate, a Restaurant in the Territory, except as may be permitted under the Franchise Agreement and those exceptions are described below. There are no circumstances under which the Territory may be altered before your Franchise Agreement expires or is terminated. Your territorial protection does not depend on your achieving a certain sales volume, market penetration, or other factor, other than compliance with the Franchise Agreement.

You may conduct catering services from your Franchise Restaurant according to the standards and practices we determine. If we authorize you to do so, you may also provide delivery services from your Restaurant. You may not provide delivery or catering services to any customer outside of your Territory, unless that customer is in an area that has not yet been sold to a franchisee in the System.

If, during the term of the Franchise Agreement, you wish to relocate your Restaurant, or if the Restaurant is damaged or destroyed and cannot be repaired within 60 days, you must submit to us in writing the materials we require to consider your request, including information concerning the proposed new location for the Restaurant. You must also meet certain other requirements, such as being in compliance with the Franchise Agreement, the location meets our then-current requirements for a Pizza @ Restaurant and is located within your Territory, and you must sign our then-current form of Franchise Agreement. If we permit you to relocate, you will not pay a new initial franchise fee when you sign the new Franchise Agreement.

Except as expressly limited by the Franchise Agreement, we and our affiliates retain all rights with respect to Restaurants, the Marks, and any products and services anywhere in the world including the right: (a) to produce, offer, and sell and to grant others the right to produce, offer, and sell the products offered at Restaurants and any other goods displaying the Marks or other trade and service marks through alternative distribution channels, as described below, both within and outside your Territory, and under any terms and conditions we deem appropriate; (b) to operate and to grant others the right to operate Restaurants located outside the Territory under any terms and conditions we deem appropriate and regardless of proximity to your Restaurant; (c) to operate and to grant others the right to operate Restaurants at Non-Traditional Sites within and outside the Territory under any terms and conditions we deem appropriate, except that if a Non-Traditional Site is available within your Territory we will give you the option to purchase the franchise and develop a Restaurant at the Non-Traditional Site. You will have

30 days after we notify you that the site is available to accept this right of first refusal; and (d) the right to acquire and operate a business operating one or more restaurants or food service businesses located or operating in your Territory.

You may sell our proprietary products and related products to retail customers and prospective retail customers who live anywhere but who choose to dine at or from your Restaurant. You may not engage in any promotional activities or sell the proprietary products or similar products or services, whether directly or indirectly, through or on the Internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system (collectively, the "Electronic Media"); through catalogs or other mail order devices sent or directed to customers or prospective customers located anywhere; or by telecopy or other telephonic or electronic communications, including toll-free numbers, directed to or received from customers or prospective customers located anywhere. While you may place advertisements in printed media and on television and radio that are targeted to customers and prospective customers located within your Territory, and you will not be deemed to be in violation of the Franchise Agreement if those advertisements, because of the natural circulation of the printed media or reach of television and radio, are viewed by prospective customers outside of your Territory, you may not make any sales or deliver any products to customers located outside of your Territory, unless the customer is located in an area where there is not another Pizza @ Restaurant in operation. You have no options, rights of first refusal, or similar rights to acquire additional franchises, except as described above. You may not sell our proprietary products to any business or other customer for resale.

We and our affiliate may sell products under the Marks within and outside your Territory through any method of distribution other than a Pizza @ Restaurant, including sales through channels of distribution such as the Internet, apps, delivery services, catalog sales, telemarketing, or other direct marketing sales (together, "alternative distribution channels"). You may not use alternative distribution channels to make sales outside or inside your Territory and you will not receive any compensation for our sales through alternative distribution channels.

We or our affiliate will fulfill all orders placed through the retail portion of our Website, and you will not be entitled to any portion of the profits received from this, even if the customer's order is generated from or delivered in your Territory.

We have not yet established other franchises or company-owned outlets or another distribution channel selling or leasing similar products or services under a different trademark. We describe earlier in this Item 12 what we may do anywhere and at any time.

Neither we nor any parent or affiliate has established, or presently intends to establish, other franchised or company-owned Restaurant which sell our proprietary products or services under a different trade name or trademark, but we reserve the right to do so in the future, without first obtaining your consent.

There are no minimum sales goals, market penetration, or other contingency that you must meet to retain your rights under the Franchise Agreement.

Multi-Unit Operator Agreement: Under the Multi-Unit Operator Agreement we grant you the right to develop and operate the number of Pizza @ Restaurants in the Exclusive Area that is specified in the Development Schedule, which is an exhibit to the Multi-Unit Operator Agreement. The Exclusive Area is typically described in terms of municipal or county boundaries but may be defined as a specified trade area in a municipality. The actual size of the Exclusive Area will vary depending upon the availability of contiguous markets, our long-range development plans, your financial and operational resources, population, and market conditions. Our designation of a particular Exclusive Area is not an assurance or warranty that there are a sufficient number of suitable sites for Restaurants in the Exclusive Area for you to meet your Development Schedule. The responsibility to locate and prepare a sufficient number of suitable sites is solely yours and we have no obligation to approve sites which do not meet our criteria for you to meet the Development Schedule.

Except as described below, during the term of the Multi-Unit Operator Agreement, we and our affiliates will not operate or grant a franchise for the operation of Restaurants to be located within the Exclusive Area. However, we have the right to terminate this exclusivity if you are not in full compliance with all of the terms and conditions of the Multi-Unit Operator Agreement and all of the Franchise Agreements signed under it. Your territorial rights to the Exclusive Area may, in our discretion, include the right to develop Restaurants at any Non-Traditional Site.

Except as expressly limited by the Multi-Unit Operator Agreement, we and our affiliates retain all rights with respect to Restaurants, the Marks, and any products and services anywhere in the world including the right: (a) to produce, offer, and sell and to grant others the right to produce, offer, and sell the products offered at Restaurants and any other goods displaying the Marks or other trade and service marks through alternative distribution channels, as described below, both within and outside your Exclusive Area, and under any terms and conditions we deem appropriate; (b) to operate and to grant others the right to operate Restaurants located outside the Exclusive Area under any terms and conditions we deem appropriate and regardless of proximity to your Restaurants; (c) to operate and to grant others the right to operate Restaurants at Non-Traditional Sites within and outside the Exclusive Area under any terms and conditions we deem appropriate, except that if a Non-Traditional Site is available within your Exclusive Area we will give you the option to purchase the franchise and develop a Restaurant at the Non-Traditional Site. You will have 30 days after we notify you that the site is available to accept this right of first refusal; and (d) the right to acquire and operate a business operating one or more restaurants or food service businesses located or operating in your Exclusive Area.

To maintain your rights under the Multi-Unit Operator Agreement you must have open and in operation the cumulative number of Restaurants stated on the Development Schedule by the dates agreed upon in the Development Schedule. Failure to do so will be grounds for either a loss of territorial exclusivity or a termination of the Multi-Unit Operator Agreement.

In addition, upon the earlier of the expiration of the term of the Multi-Unit Operator Agreement or when you sign a Franchise Agreement for the last Restaurant to be developed within the Exclusive Area, your exclusive rights under the Multi-Unit Operator Agreement with respect to the Exclusive Area will terminate and we and our affiliates will have the right to operate and to grant to others development rights and franchises to develop and operate Restaurants within the Exclusive Area. This right will be subject only to the territorial rights under your franchise agreements for Restaurants in the Exclusive Area. The Exclusive Area may not be altered unless we and you mutually agree to do so. It will not be affected by your sales volume. You are not granted any option, right of first refusal or similar right to acquire additional Restaurants in your Exclusive Area under the Multi-Unit Operator Agreement, except as described above.

ITEM 13
TRADEMARKS

The Franchise Agreement grants you the right to use certain trademarks, trade names, service marks, symbols, emblems, logos, and indicia of origin designated by us. These Marks may be used only in the manner we authorize and only for the operation of your Franchised Business. The Multi-Unit Operator Agreement does not grant to you any right to use the Marks.

You may not use the Marks as a part of your corporate or other legal name, and you must comply with our instructions in filing and maintaining trade name or fictitious name registrations. You must sign any documents we require to protect the Marks or to maintain their continued validity and enforceability. In addition, you may not directly or indirectly contest the validity of our ownership of or our rights in and to the Marks.

Our Affiliate/parent company has registered or applied for registration of the following principal Marks with the U.S. Patent and Trademark Office ("USPTO"):

Mark	**Application or Registration Number**	**Application or Registration Date**
pizza@ MAKING PIZZA PERSONAL	86725865	August 14, 2015

There are no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, no pending infringement, opposition, or cancellation proceedings and no pending litigation involving any of the Marks that may significantly affect the ownership or use of any Mark listed above. There are no agreements currently in effect which limit our right to use or to license others to use the Marks.

You must immediately notify us of any apparent infringement of the Marks or challenge to your use of any of the Marks or claim by any person of any rights in any of the Marks. You and your Controlling Principals are not permitted to communicate with any person other than us, or any designated affiliate, our counsel, and your counsel involving any infringement, challenge, or claim. We can take action and have the right to exclusively control any litigation or USPTO or other administrative or agency proceeding caused by any infringement, challenge, or claim or otherwise relating to any of the Marks. You must sign any and all documents, and do what may, in our counsel's opinion, be necessary or advisable to protect our interests in any litigation or USPTO or other administrative or agency proceeding or to otherwise protect and maintain our interests and the interests of any other person or entity (including any affiliate) having an interest in the Marks.

We will indemnify you against and reimburse you for all damages for which you are held liable for your use of any of the Marks, provided that the conduct of you and your Controlling Principals in the proceeding and use of the Marks is in full compliance with the terms of the Franchise Agreement.

Except as provided above, we are not obligated by the Franchise Agreement to protect any rights granted to you to use the Marks or to protect you against claims of infringement or unfair competition with respect to them. Although we are not contractually obligated to protect the Marks or your right to use them, as a matter of corporate policy we intend to defend the Marks vigorously.

We may require you, at your expense, to discontinue or modify your use of any of the Marks or to use one or more additional or substitute trade names, service marks, trademarks, symbols, logos, emblems, and indicia of origin if we determine that an addition or substitution will benefit the System.

The license to use the Marks granted in the Franchise Agreement is non-exclusive to you. We have and retain certain rights in the Marks including the following:

1. To grant other licenses for the use of the Marks in addition to those licenses

already granted to existing franchisees;

2. To develop and establish other systems using the Marks or other names or marks, and to grant licenses or franchises in those systems without providing any rights to you; and

3. To engage, directly or indirectly, at wholesale, retail, or otherwise, in (a) the production, distribution, license, and sale of products and services; and (b) the use of the Marks and any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs, and other identifying characteristics we may develop for that purpose.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents and Copyrights: There are no patents or registered copyrights that are material to the franchise.

Confidential Manuals: You must operate the Restaurant in accordance with the standards and procedures specified in the Manual. One copy of the Manual will be loaned to you by us for the term of the Franchise Agreement.

You must treat the Manual and any other manuals we create or approve for use in your operation of the Restaurant, and the information contained in them, as confidential. You must also use all reasonable efforts to maintain this information as secret and confidential and you must not duplicate, copy, record, or otherwise reproduce these materials, in whole or in part, or make them available to any unauthorized person. The Manual remains our sole property and must be kept in a secure place on the Restaurant premises.

We may revise the contents of the Manual and you must comply with each new or changed standard. You must also insure that the Manual is kept current at all times. If there is a dispute as to the contents of the Manual, the terms of the master copy maintained by us at our home office will be controlling. You must return to us all pages that are replaced in the Manual.

Confidential Information: We claim proprietary rights in certain of our recipes which are included in the Manual and which are our trade secrets. You and each of your Controlling Principals are prohibited, during and after the term of the Franchise Agreement, from communicating, or using for the benefit of any other person or entity, and, after the term of the Franchise Agreement or Multi-Unit Operator Agreement, from using for your or their own benefit, any confidential information, knowledge, or know-how concerning the methods of operation of the Restaurant that may be communicated to you or any of your Controlling Principals or that you may learn about, including these trade secrets. You and each of your Controlling Principals may divulge this confidential information only to your employees who must have access to it to operate the Restaurant. Neither you nor your Controlling Principals are permitted at any time, without first obtaining our written consent, to copy, record, or otherwise reproduce the materials or information nor make them available to any unauthorized person. Any and all information, knowledge, know-how, and techniques related to the System that we communicate to you, including the Manual, plans and specifications, marketing information and strategies, and site evaluation, selection guidelines, and techniques, are considered confidential.

If we ask, you must have your General Manager and any of your personnel who have received or will have access to confidential information sign similar confidentiality covenants. (See Item 17). Your Principals also must sign these covenants.

If you, your Controlling Principals, General Manager, or employees develop any new concept, process or improvement in the operation or promotion of the Restaurant, you must promptly notify us and give us all necessary information, free of charge. You, your Controlling Principals, General Manager, and employees must acknowledge that any of these concepts, processes, or improvements will become our property and we may give the information to other franchisees.

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

When you sign your agreement, you must designate and retain at all times an individual to serve as the "General Manager." If you are an individual, we recommend that you be the General Manager. You must also retain other personnel as are needed to operate and manage the Restaurant. The General Manager must satisfy our educational and business criteria as provided to you in the Manual or other written instructions and must be individually acceptable to us. In addition, the General Manager must be responsible for the supervision and management of the Restaurant and must devote full time and best efforts to this activity. The General Manager also must satisfy the applicable training requirements in the Franchise Agreement. If the General Manager cannot serve in the position or does not meet the requirements, he or she must be replaced within 60 days after the General Manager stops serving or no longer meets the requirements.

If you employ any individual as General Manager or in a managerial position who is at the time employed in a managerial position by us or any of our affiliates, or by another of our franchisees, you must pay the former employer for the reasonable costs and expenses the employer incurred for the training of the employee.

You must also obtain covenants not to compete, including covenants applicable on the termination of the person's relationship with you, from your General Manager, and any of your other personnel who have received or will have access to our training before employment, and any holder of a beneficial interest in you (except for any limited partners). You must have all of your management personnel sign covenants that they will maintain the confidentiality of information they receive or have access to, based on their relationship with you (see Item 14). We reserve the right, in our discretion, to decrease the period of time or geographic scope of the non-competition covenants contained in the attachments or eliminate the non-competition covenants altogether for any party that must sign an agreement as described in this paragraph. (See Item 17).

As described in Item 1, we have identified certain persons under the Franchise Agreement and Multi-Unit Operator Agreement that we refer to in this Disclosure Document as your Principals. Your Principals include your spouse, if you are a married individual, your Principals also include those of your business entity's officers and directors (including the officers and directors of your general partner, if applicable) whom we designate as your Principals and all holders of an ownership interest in you and in any entity that directly or indirectly controls you, and any other person or entity controlling, controlled by, or under common control with you.

If we designate certain of your Principals as Controlling Principals, they must sign the Franchise Agreement and Multi-Unit Operator Agreement, as applicable, and agree to be individually bound by certain obligations under the Agreements, including confidentiality and non-competition covenants and they must personally guarantee your performance under the Agreements. We typically designate your principal equity owners and executive officers, as well as any other affiliated entities that operate Restaurants, as Controlling Principals.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must comply with all of our standards and specifications relating to the purchase of all food, food products, and beverage items, ingredients, supplies, materials, fixtures, furnishings, equipment (including point of sale system and computer hardware and software), utensils, and other kitchen items and products used or sold at the Restaurant (see Item 8).

You must sell or offer for sale all menu items, food products, and other products and services we require, in the manner and style we require, as expressly authorized by us in writing. You must sell and offer for sale only the menu items, and other products and services that we have expressly approved in writing. You must not deviate from our standards and specifications without first obtaining our written consent. You must discontinue selling and offering for sale any menu items, products, or services that we may disapprove in writing at any time. We have the right to change the types of menu items, products, and services offered by you at the Restaurant at any time, and there are no limits on our right to make those changes.

You must maintain in sufficient supply and use and sell only the food and beverage items, ingredients, products, materials, supplies, and paper goods that conform to our standards and specifications. You must prepare all menu items with our recipes and procedures for preparation contained in the Manual or other written instructions, including the measurements of ingredients. You must not deviate from our standards and specifications by the use or offer of nonconforming items or differing amounts of any items, without first obtaining our written consent.

You must keep the Restaurant very clean and maintain it in good repair and condition. You must make any additions, alterations, repairs, and replacements, including repainting or replacement of obsolete signs, furnishings, equipment, and décor as we may reasonably direct. You must not make any changes to the premises without obtaining our written consent before you make the changes. You must obtain and pay for any new or additional equipment, including point of sale, computer hardware and software, fixtures, supplies, and other products and materials that you must have to offer and sell new menu items from the Restaurant or to provide the Restaurant's services by alternative means, such as through carry- out, drivethru, catering, or delivery arrangements. Music shall be played at all times during operating hours and shall be through Pizza @ corporate system only.

We may offer guidance concerning the selling price for the goods, products, and services offered from your Restaurant. You are in no way bound to adhere to any recommended or suggested price. You have the right to sell your products and provide services at any price that you determine. If you choose to sell any or all of your products or merchandise at any price recommended by us, we make no guarantees or warranties that offering the products or merchandise at the recommended price will enhance your sales or profits.

We have developed certain products for use in the System that are prepared from confidential recipes and that are trade secrets of ours and certain products that bear the Marks. Because of the importance of quality and uniformity of production and the significance of the proprietary recipe and trademarked products in the System, it is to our and your benefit that we closely control the production and distribution of the products. You must use our proprietary recipe products. You must purchase all of your requirements for these products only from us or from sources designated by us.

All advertising and promotional materials, signs, decorations, and paper goods used in the Restaurant and on any Restaurant delivery/catering vehicles and other items that we designate must have the Marks in the form, color, location, and manner we specify.

You must purchase from our affiliate for resale to your customers certain promotional merchandise, such as T-shirts and ball caps, in amounts sufficient to meet your customer demand.

We do not impose any other restrictions in the Franchise Agreement or otherwise, as to the goods or services that you may offer or sell or as to the customers to whom you may offer or sell, except as described in Item 12.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise and related agreements pertaining to renewal, termination, transfer, and dispute resolution. You should read these provisions in the agreements attached to this disclosure document.

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement	Summary
a. Length of the term of the franchise	Section 3.1	Term continues for 10 years from the date of the Franchise Agreement unless terminated earlier
b. Renewal or extension of the term	Section 3.2	Agreement may be renewed at your option for an additional ten-year term

c. Requirements for franchisee to renew or extend	Section 3.2.1 – 3.2.8	Renewal is automatic. Within the last 270 days of the term of your Franchise Agreement, we will send you a bill for the renewal fee as well as any documents that you must sign for the renewal, which may include a renewal Franchise Agreement and a release. If you do not wish to renew your agreement, you must provide us with notice of this election no later than 60 days before your agreement expires. If you do not pay the renewal fee and sign the documents we require, your agreement will not be renewed.
d. Termination by franchisee	Not applicable	You may terminate the Franchise Agreement on any grounds available by law.
e. Termination by franchisor without cause	Not applicable	Not applicable.
f. Termination by franchisor with "cause"	Section 17.1.1	Each of your obligations under the Franchise Agreement is a material and essential obligation, the breach of which may result in termination.
g. "Cause" defined – curable defaults	Sections 17.1.3 and 17.2	We may terminate you for cause if you fail to cure certain defaults, including: if you or any of your affiliates fail to pay any monies owed to us, or our affiliates or vendors, and do not cure within five days after notice (or longer period required), fail to obtain signed copies of the confidentiality and non-competition covenants contained in the Franchise Agreement within five days after a request, fail to obtain and maintain required insurance within seven days after notice, use the Marks in an unauthorized manner and fail to cure within 24 hours after notice, fail to cure any other default that is susceptible of cure within 30 days after notice.

Provision	Section in Franchise Agreement	Summary

h. "Cause" defined – defaults which cannot be cured	Sections 17.1.2 and 17.1.3	We may terminate you for cause if you fail to cure certain defaults, including: if you become insolvent, make a general assignment for benefit of creditors, file a petition or have a petition initiated against you under federal bankruptcy laws, have outstanding judgments against you for over 30 days, sell unauthorized products or services, fail to acquire an accepted location within time required, fail to remodel when required, fail to open Restaurant when required, fail to comply with any term and condition of any sublease or related agreement and have not cured the default within the given cure period, abandon or lose right to the Restaurant premises, are convicted of a felony or other crime that may have an adverse effect on the System or Marks, transfer any interest without our consent or maintain false books or records. In addition, a default under one agreement with us may result in a termination of all of your other agreements with us. This is known as a cross-default provision.
i. Franchisee's obligations on termination/non-renewal	Sections 17.1-17.3	Obligations include: You must stop operating the Restaurant and using the Marks and System and completely de-identify the business, pay all amounts due to us or our affiliates, return the Manual and all other proprietary materials, comply with confidentiality requirements, pay liquidated damages, and at our option, sell or assign to us your rights in the Restaurant premises and the equipment and fixtures used in the business.
j. Assignment of contract by Franchisor	Section 14.1	We have the right to transfer or assign the Franchise Agreement to any person or entity without restriction. However, no assignment will be granted except to an assignee who, in our good faith judgment, is willing and able to assume our obligations.

Provision	Section in Franchise Agreement	Summary
k. “Transfer” by franchisee – defined	Section 14.2.1	Includes sale, assignment, conveyance, pledge, mortgage, or other encumbrance of any interest in the Franchise Agreement, the Restaurant, or you (if you are not a natural person).
l. Franchisor approval of transfer by franchisee	Section 14.2.2	You must obtain our consent before transferring any interest. We will not unreasonably withhold our consent.
m. Conditions for franchisor approval of transfer	Section 14.2.2	Conditions include: You must pay all amounts due us or our affiliates, not otherwise be in default, sign a general release, and pay a transfer fee. Transferee must meet our criteria, attend training, and sign current Franchise Agreement.
n. Franchisor’s right of first refusal to acquire franchisee’s business	Section 14.4	Within 30 days after notice, we have the option to purchase the transferred interest on the same terms and conditions.
o. Franchisor’s option to purchase franchisee’s business	Sections 18.11 and 14.4	Other than assets on termination, non-renewal or right of first refusal, we have no right or obligation to purchase your business.
p. Death or disability of franchisee	Section 14.5	If you or a Controlling Principal are a natural person, on death or permanent disability, distributee must be approved by us, or franchise must be transfer to someone approved by us within 12 months after death or within six months after notice of permanent disability.
q. Non-competition covenants during the term of the franchise	Section 10.3.1	You are prohibited from operating or having an interest in a similar business.
r. Non-competition covenants after the franchise is terminated or expires	Section 10.3.2	You and your Controlling Principals are prohibited for two years from expiration or termination of the franchise from operating or having an interest in a similar business within 20 miles of any Restaurant in the System.

s. Modification of the agreement	Sections 10.1.5 and 19.2	Franchise Agreement may not be modified unless mutually agreed to in writing. You must comply with Manual as amended.
Provision	**Section in Franchise Agreement**	**Summary**
t. Integration/merger clause	Section 19.2	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). No other representations or promises will be binding.
u. Dispute resolution by arbitration or mediation	Sections 19.7, 19.8, 19.9, 19.10 and 19.11	Except for actions brought by us for monies owed, injunctive or extraordinary relief, or actions involving real estate, all disputes must be mediated and arbitrated in Florida.
v. Choice of forum	Section 19.8	The venue for all proceedings related to or arising out of the Franchise Agreement is Florida, unless otherwise brought by us (see Disclosure Document Addendum and State Amendments to Agreements).
w. Choice of Law	Section 19.8	The Franchise Agreement is to be interpreted, governed and construed under Florida law (see Disclosure Document Addendum and State Amendments to Agreement).

THE MULTI-UNIT OPERATOR RELATIONSHIP

Provision	Section in Multi-Unit Operator Agreement	Summary
a. Term of the Multi-Unit Operator Agreement	VI	Length of the Development Schedule, which can be as short as five years or as long as 20 years.
b. Renewal or extension of the term	V	After all Restaurants have been developed, we will negotiate in good faith another Multi-Unit Operator Agreement.
c. Requirements for you to renew or extend	None	

d. Termination by you	None	The Agreement does not provide for this. But you may seek to terminate on any grounds available to you at law.

Provision	Section in Multi-Unit Operator Agreement	Summary
e. Termination by us without cause	II	We have the right to terminate your Multi-Unit Operator Agreement and refund your development fee if part of your area overlaps with another Multi-Unit Operator or franchisee, less any debt owed or the payment of any fees for a different territory.
f. Termination by us with cause	IX	We can terminate if you commit any one of several listed violations, which include failure to meet the development schedule, unauthorized use of the Marks, sale of competing products, failure to make required payments, illegal assignments, making of material misrepresentations, failure to obtain approval for a site, any other breach of the agreement or a bankruptcy.
g. "Cause" defined – defaults which can be cured	IX	These are listed in this Section.
h. "Cause" defined – defaults which cannot be cured	IX	These are also listed in this Section.
i. Your obligations on termination/non-renewal	X	Stop selecting sites, can't open Restaurants.
j. Assignment of contract by us	XI	No restriction on our right to assign. However, no assignment will be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under the Multi-Unit Operator Agreement.
k. "Transfer" by you – definition	XI	Includes transfer of any interest in the Multi-Unit Operator Agreement.
l. Our approval of transfer by you	XI	We have the right to approve all transfers, our consent not to be unreasonably withheld.

m.	Conditions for our approval of transfer	XI	Conditions for transfer include not being in default, all debts are paid, the buyer meets our current criteria for new Multi-Unit Operators, sign a general release (where legal), payment of transfer fee, buyer personally guarantees all obligations.
n.	Our right of first refusal to acquire your business	XI	We have the right to match the offer.
	Provision	**Section in Multi-Unit Operator Agreement**	**Summary**
o.	Our option to purchase your business	None	
p.	Your death or disability	XI	Interest must be transferred to an approved party within 12 months.
q.	Non-competition covenants during the term of the franchise	XII	Can't divert business or operate a competing business anywhere.
r.	Non-competition covenants after the franchise is terminated or expires	XII	No competing business for two years and within 20 miles of any Restaurant in the System.
s.	Modification of the agreement	XVIII	No modifications except by mutual agreement of the parties. Revisions to the Multi-Unit Operator Agreement will not unreasonably affect your obligations, including economic requirements under the Multi-Unit Operator Agreement.
t.	Integration/merger clause	XVIII	Only the terms of the Multi-Unit Operator Agreement are binding (subject to state law).
u.	Dispute resolution by arbitration or mediation	XIX	Except for certain claims, all disputes must be mediated and arbitrated in Florida (subject to state law).
v.	Choice of forum	XIX	Arbitration in Florida (subject to state law).
w.	Choice of law	XVIII	Florida applies (subject to state law).

ITEM 18
PUBLIC FIGURES

We 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 the information is included in this disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Troy Barton at 1311 22nd Ave N St. Petersburg, FL 33704, by telephone at (202) 285-9858, or by email at info@pizza-at.com.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Systemwide Outlet Summary
For years 2017, 2018,
2019,2020,2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2017	0	2	+2
	2018	2	5	+3
	2019	5	5	0
	2020	5	4	-1
	2021	5	5	+1
Company-Owned	2017	1	2	+1
	2018	2	1	-1
	2019	1	1	0
	2020	1	1	0
	2021	1	1	0
TOTAL	2017	1	4	+3
	2018	4	6	+2

	2019	6	6	0
	2020	6	5	-1
	2021	6	6	0

The corporate store, Pizza at Tavares, operated in Tavares, FL, closed in July 2016. In early 2017, the corporate store, Pizza@ Artegon, in Orlando, FL, relocated as Pizza@ Pointe Orlando, in Orlando, FL, and corporate store Pizza@ Tyrone, owned and operated affiliate Pizza@ St. Petersburg, opened at Tyrone Square Mall, St. Petersburg, FL. In 2018, the Pizza@ Pointe Orlando and Pizza@ Lake Eola restaurants were sold to franchise; Pointe Orlando sold in May 2018 and Pizza@ Lake Eola sold in November 2018.

The Pizza@ Pointe Orlando franchise has been owned and operated by Barecol, LLC in Orlando, FL, since May 2018. The Pizza@ Lake Eola franchise has been owned and operated by Barberan Brothers, LLC in Orlando, FL, since November 2018. In November 2018, another franchise, Pizza@ Canovanas, opened in Canovanas, Puerto Rico, and is owned and operated by Karma, LLC. Pizza@ HWY44 opened in Oshkosh Wisconsin in June 2020, and is owned and operated by KA Seiser Restaurant Group.

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2017, 2018, 2019,2020,2021

State	Year	Number of Transfers
None	2017	0
	2018	0
	2019	0
	2020	0
	2021	0

Total	2017	0
	2018	0
	2019	0
	2020	0
	2021	0

Status of Franchised Outlets
For years 2017, 2018,
2019,2020,2020,2021

State/ Common-wealth	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Florida	2017	0	2	0	0	0	0	2
	2018	3	0	0	0	0	1	2
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
Puerto Rico	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Wisconsin	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	0	0	2
Total	2017	0	0	0	0	0	0	2
	2018	2	1	0	0	0	0	3
	2019	3	0	0	0	0	0	3
	2020	3	1	0	0	0	0	4
	2021	4	1	0	0	0	0	5

Status of Multi-Unit Operators
For years 2017, 2018, 2019,2020

State/ Common-wealth	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Florida	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
Puerto Rico	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0

	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Wisconsin	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Total	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0

Status of Company-Owned Outlets For years 2017, 2018, 2019,2020

State/ Common-wealth	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Florida	2017	2	1	0	0	0	2
	2018	2	0	0	0	1	1
	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
Puerto Rico	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	o
Total	2017	2	1	0	1	0	2
	2018	2	0	0	0	1	1

	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1

As described in Item 1, we do not own or operate any Restaurants, but our Affiliates own and operate one Restaurant in Florida.

Projected Openings as of September 30, 2021

States	**Franchise Agreements Signed But Restaurant Not Open**	**Projected Franchised Restaurant Openings**	**Projected Company-Owned Restaurant Openings**
Florida	0	0	0
Puerto Rico	0	1	0
Wisconsin	1	0	0
Total	0	0	0

A list of the names of all franchisees and multi-unit operators and the addresses and telephones numbers of their franchises will be provided in Exhibit D to this disclosure document when applicable.

The name, city, state, and current business telephone number (or if unknown, the last known home telephone number) of every franchisee or multi-unit operator who had a franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the applicable Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document will be listed on Exhibit E to this disclosure document when applicable. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

During the last three fiscal years, we have not had any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the Pizza @ System.

There are no trademark-specific organizations formed by our franchisees that are associated with the Pizza @ System.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit A are our audited financial statements as of September 30, 2017; September 30, 2018; September 30, 2019 , September 30, 2020 and September 30, 2021 There are no prior years. Our fiscal year end is September 30th.

ITEM 22
CONTRACTS

Attached as Exhibits to this Disclosure Document are the following contracts and their attachments:

1.	Multi-Unit Operator Agreement	Exhibit B
2.	Franchise Agreement	Exhibit C
3.	Form of General Release	Exhibit I

ITEM 23
RECEIPTS

Two copies of an acknowledgment of your receipt of this Disclosure Document appear at the end of the Disclosure Document. Please return one signed copy to us and retain the other for your records.

EXHIBIT A TO THE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

PIZZA@USA, INC.

FINANCIAL STATEMENTS

AS OF AND FOR THE PERIOD ENDED

September 30, 2021

TOGETHER WITH ACCOUNTANTS' AUDIT REPORT

KATZ DAITZMAN & KIESEL CPAs, LLP
CERTIFIED PUBLIC ACCOUNTANTS
ORLANDO, FLORIDA

KATZ, DAITZMAN & KIESEL, CPAs, LLP
CERTIFIED PUBLIC ACCOUNTANTS
555 WINDERLEY PLACE, SUITE 114
MAITLAND, FL 32751

TELEPHONE: (407) 677-1040
FACSIMILE: (407) 677-1015

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS
FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors
Pizza@USA, Inc.
St. Petersburg, Florida

We have audited the accompanying balance sheet of Pizza@USA, Inc. as of September 30, 2021, and the related statements of income, retained earnings and cash flows for the period then ended. These financial statements are the responsibility of the Company's management. 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 includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pizza@USA, Inc. as of September 30, 2021, and the results of its operations and its cash flows for the period then ended in conformity with accounting principles generally accepted in the United States of America.

KATZ, DAITZMAN & KIESEL, CPAs, LLP

Katz Daitzman & Kiesel CPAs, LLP

April 8, 2022

PIZZA@USA, INC.
Financial Statements Table of Contents
For The Period Ended
September 30, 2021

PIZZA@USA, INC.
Balance Sheet
September 30, 2021

ASSETS

Current Assets:		
Cash	$ 5,807	
Accounts Receivable	35,167	
Shareholder Loans	37,219	
Total Current Assets		$ 78,193
Fixed Assets:		
Property and Equipment - at cost Less accumulated depreciation of $3,116		704
Other Assets:		
Franchise and Organizational Costs Less accumulated amortization of $12,000		0
Total Assets		$ 78,897

LIABILITIES AND EQUITY

Current Liabilities:		
Credit Line	4,441	
Long Term Liabilities:		
SBA Loan	30,000	
Total Liabilities		34,441
Equity:		
Retained Earnings	44,456	
Total Equity		44,456
Total Liabilities and Equity		$ 78,897

The accompanying notes are an integral part of these financial statements.
(READ THE ACCOMPANYING ACCOUNTANTS' AUDIT REPORT)

PIZZA@USA, INC.
Statement of Income and Retained Earnings
For the Period Ended
September 30, 2021

Revenues:		
Franchise/Royalties	$ 80,647	
Franchisor Supply Sales (net)	7,237	
Total Revenues		$ 87,884
Other Expenses:		
Legal & Professional	$ 6,035	
Operating & Administrative	54,301	
Total Expenses:		$ 61,398
Operating Income (Loss)		$ 26,486
Shareholder's Equity - beginning	$ 17,970	
Shareholder's Equity - end of period		$ 44,456

The accompanying notes are an integral part of these financial statements.
(READ THE ACCOMPANYING ACCOUNTANTS' AUDIT REPORT)

PIZZA@USA, INC.
Statement of Cash Flows
For The Period Ended
September 30, 2020

Cash Flows from Operating Activities:	
Net Cash Provided (Used)by Operations	$ (653)
Cash Flows from Investing Activities:	
Net loan and capital provided	425
Increase (Decrease) in Cash	(228)
Cash - Beginning of the Period	5,807
Cash - End of the Period	$ 6,036

The accompanying notes are an integral part of these financial statements.
(READ THE ACCOMPANYING ACCOUNTANTS' AUDIT REPORT)

PIZZA@USA, INC.
Notes to Financial Statements
As of and For the Period Ended
September 30, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business:

Pizza@USA, Inc. is engaged in the sales of franchises. The main headquarters is located in St. Petersburg, Florida and was organized in 2015.

Basis of Presentation:

The financial statements have been presented on the accrual basis of accounting in accordance with generally accepted accounting principles.

Use of Estimates:

The preparation of the Company's financial statements are made in conformity with generally accepted accounting principles that require estimates and assumptions that affect revenues and expenses, assets, and liabilities. Actual results could differ from those estimates, and such estimates could be material.

Revenue Recognition:

The Company recognizes revenue from various sources of revenue including service fees, franchise fees, contracts, and royalties. Revenues from such sources are recognized as earned upon the completion of work performed.

Cash:

The company maintains its cash balances at one bank located in Florida. The Federal Deposit Insurance Corporation insures accounts at this bank for balances up to $ 250,000.

NOTE 2 - ACCOUNTS PAYABLE:

There were no accounts payable as of September 30, 2020.

NOTE 3 - Long Term Liabilities:

The Company was awarded a EIDL Loan from The Small Business Administration in the amount of $30,000 with an annual interest rate of 3.75% payable over 30 years with a monthly payment of $147. The Initial payment has been deferred until the next fiscal year. The Loan was issued as in accordance with Covid 19 relief initiatives.

NOTE 4 - SUBSEQUENT EVENTS:

The company has no material subsequent events to disclose at the time of this report.

NOTE 5 - RELATED PARTY TRANSACTIONS:

During the period, the company had no material dealings with any related party.

NOTE 6 - COMMITMENTS AND CONTINGENCIES:

The company has no material commitments or legal or financial contingencies to note.

PIZZA@USA, INC.

FINANCIAL STATEMENTS

AS OF AND FOR THE PERIOD ENDED

September 30, 2019

TOGETHER WITH ACCOUNTANTS' AUDIT REPORT

KATZ DAITZMAN & KJrESEL CPAs, LLP
CERTIFIED PUBLIC ACCOUNTANI'S ORLANDO, FLORIDA

TELEPHONE: (407) 677-1040 FACSIMILE: **(407) 677-1015**

MEMBER
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
FLORIDA INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

KATz9 DAXTZMAN & KiESEJL9 C PA S 1 JLJLP
CERTIFIED Pusuc Acc□UNTANTS
555 WINDERLEY PLACE, SUITE 114
MAITLAND, FL 32751

Board of Directors Pizza@USA, Inc.
St. Petersburg, Florida

We have audited the accompanying balance sheet of Pizza@USA, Inc. as of September 30, 2019, and the related statements of in- come, retained earnings and cash flows for the period then ended. These financial statements are the responsibility of the Company's management. 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 includes examining, on a test basis, evidence supporting the amounts and disclosures in the

Katz Daitzman & KD CPAs, LLP
July 9, 2020

financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pizza@USA, Inc. as of September 30, 2019, and the results of its operations and its cash flows for the period then ended in conformity with accounting principles generally accepted in the United States of America.

KATZ, DAITZMAN & KIESEL,CPAs,LLP

PIZZA@USA, INC.
Financial Statements Table of Contents For The Period
Ended September 30, 2019

Pizza @ FYE 2020

KATZ DAITZMAN & KrnSEL CPAs, LLP

PIZZA@USA, INC.
Balance Sheet September
30, 2019

ASSETS

Current Assets: Cash			
Accounts Receivable			
Shareholder Loans			
Total Current Assets Fixed	$		
Assets:		9,712	
		5,888	
Property and Equipment - at cost	$	12,246	27,846
Less accumulated depreciation of $2,022			940
Other Assets:			
Franchise and Organizational Costs accumulated amortization of $8,533			3,467
Less			
Total Assets			$ 32,253

LIABILITIES AND EQUITY

Current Liabilities: Credit Line		
	8,998	
Total Liabilities		8,998
Equity:		
Paid in Capital	1,830	
Retained Earnings	21,425	
Total Equity		23,255

Total Liabilities and Equity	$	32,253

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(READ THE ACCOMPANYING ACCOUNTANTS' AUDIT REPORT)

KATZ DAITZM.AN & KIESEL CPAs, LLP

PIZZA@USA, INC.
Statement of Income and Retained Earnings For the Period Ended
September 30, 2019

Revenues:

Cost of Revenues: Cost of		$ 94,074
Supplies		
Other Expenses:		
	$ 2,422	
Legal & Professional	$ 4,031	
Operating & Administrative	92,655	
Total Cost:		$ 96,686
Operating Income, (Loss)		$ (5,035)
Shareholder's Equity - beginning	$ 30,879	
Reductions	(2,589)	
Shareholder's Equity - end of period		$ 23,255
Franchise/Royalties	$ 73,409	
Sales of Franchisor Supplies Total Revenues	20,665	

The accompanying notes are an integral part of these financial

statements.
(READ THE ACCOMPANYING ACCOUNTANTS' AUDIT REPORT)

KATZ DAJITZMAN & KIESEL CPAs, LLP

PIZZA@USA, INC.

Statement of Cash Flows For The
Period Ended
September 30, 2019

Cash Flows from Operating Activities:		
Net Cash Provided by Operations	$2,621	
Cash Flows from Investing Activities:		
Capital disbursed	601)	
Increase in Cash		6,258
Cash - Beginning of the Period		7,692

Cash - End of the Period	$ 7,692

The accompanying notes are an integral part of these financial

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(READ THE ACCOMPANYING ACCOUNTANTS' AUDIT REPORT)

PIZZA@USA, INC.
Notes to Financial Statements As of and For the
Period Ended September 30, 2019

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business:

Pizza@USA, Inc. is engaged in the sales of franchises. The main headquarters is located in St. Petersburg, Florida and was organized in 2015.

Basis of Presentation:

The financial statements have been presented on the accrual basis of accounting in accordance with generally accepted accounting principles.

Use of Estimates:

The preparation of the Company's financial statements are made in conformity with generally accepted accounting principles that require estimates and assumptions that affect revenues and expenses, assets, and liabilities. Actual results could differ from those estimates, and such estimates could be material.

Revenue Recognition:

The Company recognizes revenue from various sources of revenue including service fees, franchise fees, contracts, and royalties. Revenues from such sources are recognized as earned upon the completion of work performed.

Cash:

The company maintains its cash balances at one bank located in Florida. The Federal Deposit Insurance Corporation insures accounts at this bank for balances up to$ 250,000.

NOTE 2 - ACCOUNTS PAYABLE:

There were no accounts payable as of September 30, 2019.

NOTE 3 - SUBSEQUENT EVENTS:

The company has no material subsequent events to disclose at the time of this report.

NOTE 4 - RELATED PARTY TRANSACTIONS:

During the period, the company had no material dealings with any related party.

NOTE 5 - COMMITMENTS AND CONTINGENCIES:

The company has no material commitments or legal or financial contingencies to note.

PIZZA@USA, INC.

FINANCIAL STATEMENTS
AS OF AND FOR THE PERIOD ENDED

September 30, 2018

TOGETHER WITH ACCOUNTANTS' AUDIT REPORT

KATZ DAfTZMAN
& KIESEL CPAs, LLP
CERTIFIED PUBLIC
ACCOUNI'ANTS

ORLANDO, FLORIDA

KATz DAITZMAN & KIESEL? CPA LLP
CERTIFIED PuBuc Acc□UN TANTS
555 WINDERLEY PLACE, SUITE 114
MAITLAND, FL 3 2751

TELEPHONE: (407) 677-1040 FACSIMILE:
(407) 677-1015

MEMBER
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
FLORIDA INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors Pizza@USA, Inc.
St. Petersburg, Florida

We have audited the accompanying balance sheet of Pizza@USA, Inc. as of September 30, 2018, and the related statements of in- come, retained earnings and cash flows for the period then ended. These financial statements are the responsibility of the Company's management. 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 includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pizza@USA, Inc. as of September 30, 2018, and the results of its operations and its cash flows for the period then ended in conformity with accounting principles generally accepted in the United States of America.

KATZ, DAITZMAN & KIESEL,CPAs,LLP

Katz Daitzman & Kiesel CPAs, LLP

PIZZA@USA, INC.
Financial Statements Table of Contents For The Period Ended
September 30, 2018

PIZZA@USA, INC.
Balance Sheet
September 30, 2018

ASSETS

Current Assets:		
Cash	$ 7,692	
Accounts Receivable	4,449	
Shareholder Loans	19,127	
Total Current Assets		$ 31,268
Fixed Assets:		
Property and Equipment - at cost Less accumulated depreciation of $2,022 Other		1,798
Assets:		
Franchise and Organizational Costs Less accumulated amortization of $4,444		7,556
Total Assets		$ 40,622

LIABILITIES AND EQUITY

Current Liabilities:		
Credit Line	9,743	
Total Liabilities Equity:		9,743
Paid in Capital	1,300	
Retained Earnings	29,579	
Total Equity		30,879
Total Liabilities and Equity		$ 40,622

The accompanying notes are an integral part of these financial statements. (READ THE ACCOMPANYING ACCOUNTANTS' AUDIT REPORT)

KATZ DAJITZMAN & KIESEL CPAs, LLP

PIZZA@USA, INC.
Statement of Income and Retained Earnings For the Period Ended
September 30, 2018

Total Revenues

Cost of Re

Revenues:

Franchise/Royalties

Sales of Franchisor Supplies

venues: Cost of Supplies

Other Expenses:

	$ 44,281	
	9,713	$ 53,994
	5,971	
Legal & Professional		
Operating & Administrative		
Total Cost:	$	
Operating Income	$ 8,405	
	23,281	
		$ 37,657
Shareholder's Equity - beginning		$16,337
Additions		
Shareholder's Equity - end of period		
	$ 3,422	
	27,457	
		$ 30,879

The accompanying notes are an integral part of these financial statements.
(READ THE ACCOMPANYING ACCOUNTANTS' AUDIT REPORT)

KATZ DAITZMAN & KrnSEL CPAs, LLP

PIZZA@USA, INC.
Statement of Cash Flows For The
Period Ended
September 30, 2018

Cash Flows from Operating Activities:

Net Cash Provided by Operations	$ 8,045

Cash Flows from Investing Activities: Capital disbursed

	(1,787)	
Increase in Cash		
Cash - Beginning of the Period Cash - End of the Period		6,258
		1,434
		$ 7,692

The accompanying notes are an integral part of these financial statements.
(READ THE ACCOMPANYING ACCOUNTANTS' AUDIT REPORT)

KATZ DAITZMAN & KIIESEJL CPAs, LLP

PIZZA@USA, INC.
Notes to Financial Statements As of and For the Period
Ended September 30, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business:

Pizza@USA, Inc. is engaged in the sales of franchises. The main headquarters is located in St. Petersburg, Florida and was organized in 2015.

Basis of Presentation:

The financial statements have been presented on the accrual basis of accounting in accordance with generally accepted accounting principles.

Use of Estimates:

The preparation of the Company's financial statements are made in conformity with generally accepted accounting principles that require estimates and assumptions that affect revenues and expenses, assets, and liabilities. Actual results could differ from those estimates, and such estimates could be material.

Revenue Recognition:

The Company recognizes revenue from various sources of revenue including service fees, franchise fees, contracts, and royalties. Revenues from such sources are recognized as earned upon the completion of work performed.

Cash:

The company maintains its cash balances at one bank located in Florida. The Federal Deposit Insurance Corporation insures accounts at this bank for balances up to$ 250,000.

NOTE 2 - ACCOUNTS PAYABLE:

There were no account payables as of September 30, 2018.

PIZZA@USA, INC.
Notes to Financial Statements As of
and for The Period Ended
September 30, 2018

NOTE 3 - SUBSEQUENT EVENTS:

The company has no material subsequent events to disclose at the time of this report.

NOTE 4 - RELATED PARTY TRANSACTIONS:

During the period, the company had no material dealings with any related party.

NOTE 5 - COMMITMENTS AND CONTINGENCIES:

The company has no material commitments or legal or financial contingencies to note.

PIZZA@USA, INC.

FINANCIAL STATEMENTS

AS OF AND FOR THE PERIOD ENDED

September 30, 2017

TOGETHER WITH ACCOUNTANTS' AUDIT REPORT

KATZ DAITZMAN & KIESEL CPAs, LLP
CERTIFIED PUBUC ACCOUNTANTS
ORLANDO, FLOR][DA

KATz9 DAITZMAN & KIESEL? CPAs , LLP
CERTIFIED PUBLIC ACCOUNTANTS
555 WINDERLEY PLACE, SUITE 114 MAITLAND,
FL 32751

TELEPHONE: (407) 677-1040 FACSIMILE:
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MEMBER
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CERTIFIED PUBLIC
ACCOUNTANTS
FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors Pizza@USA, Inc.
St. Petersburg, Florida

We have audited the accompanying balance sheet of Pizza@USA, Inc. as of September 30, 2017, and the related statements of in- come, retained earnings and cash flows for the period then ended. These financial statements are the responsibility of the Company's management. 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 includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pizza@USA, Inc. as of September 30, 2017, and the results of its operations and its cash flows for the period then ended in conformity with accounting principles generally accepted in the United States of America.

KATZ, DAITZMAN & KIESEL,CPAs,LLP

Katz Daitzman & Kiesel CPAs, LLP

PIZZA@USA, INC.
Financial Statements Table of Contents For The Period
Ended September 30, 2017

Balance Sheet September 30, 2017

ASSETS

Current Assets:		
Cash	$ 1,434	
Accounts Receivable	4,090	
Shareholder Loans	10,355	
Total Current Assets		$ 15,879
Fixed Assets:		
Property and Equipment - at cost Less accumulated depreciation of $-0-		-0-
Total Assets		$ 15,879

LIABILITIES AND EQUITY

Current Liabilities:		
Credit Line	12,457	
Total Liabilities		12,457
Equity:		
Paid in Capital Retained Earnings	1,300 2,122	
Total Equity		3,422
Total Liabilities and Equity		$ 15,879

The accompanying notes are an integral part of these financial statements.
(READ THE ACCOMPANYING ACCOUNTANTS' AUDIT REPORT)

KATZ DAfTZM.AN & KIIESEL CPAs, LLP

Statement of Income and Retained Earnings For the Period Ended
September 30, 2017

Revenues:				
Franchise Royalties	$	5,570		
Sales of Franchisor Supplies		22,870		
Total Revenues				$28,440
Cost of Revenues:				
Cost of Supplies	$	16,454		
Total cost of Revenues			$	16,454
Expenses:				
Bad Debt		3,582		
Legal & Professional		5,320		
Operating & Administrative		9,897		
Total Expenses			$	18,799
Operating Loss			$	6,813)
Member's Equity - beginning		255		
Additions		~~3,167~~		
Member's Equity - end of period			$	3,422

The accompanying notes are an integral part of these financial statements.
(READ THE ACCOMPANYING ACCOUNTANTS' AUDIT REPORT)

Statement of Cash Flows For The
Period Ended
September 30, 2017

Cash Flows from Operating Activities:

Net Cash Used by Operations $ 923

Cash Flows from Investing Activities:

Capital Invested 10,355

Cash employed in Investing Activities $(10,355)

Cash Flows from Financing Activities:

Net Cash Received by Financing Activities	12,457
Increase in Cash	1,179
Cash - Beginning of the Period	255
Cash - End of the Period	$ 1,434

The accompanying notes are an integral part of these financial statements.
(READ THE ACCOMPANYING ACCOUNTANTS' AUDIT REPORT)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business:

Pizza@USA, Inc. is engaged in the sales of franchises. The main headquarters is located in St. Petersburg, Florida and was organized in 2015.

Basis of Presentation:

The financial statements have been presented on the accrual basis of accounting in accordance with generally accepted accounting principles.

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The preparation of the Company's financial statements are made in conformity with generally accepted accounting principles that require estimates and assumptions that affect revenues and expenses, assets, and liabilities. Actual results could differ from those estimates, and such estimates could be material.

Revenue Recognition:

The Company recognizes revenue from various sources of revenue including service fees, franchise fees, contracts, and royalties. Revenues from such sources are recognized as earned upon the completion of work performed.

Cash:

The company maintains its cash balances at one bank located in Florida. The Federal Deposit Insurance Corporation insures accounts at this bank for balances up to$ 250,000.

NOTE 2 - ACCOUNTS PAYABLE:

There were no payables as of September 30, 2017.

KATZ DAJITZMAN & KIESEL CPAs, LLP

NOTE 3 - SUBSEQUENT EVENTS:

The company has no material subsequent events to disclose at the time of this report.

NOTE 4 - RELATED PARTY TRANSACTIONS:

During the period, the company had no material dealings with any related party.

NOTE 5 - COMMITMENTS AND CONTINGENCIES:

The company has no material commitments or legal or financial contingencies to note.

EXHIBIT B TO THE DISCLOSURE DOCUMENT
MULTI-UNIT OPERATOR AGREEMENT

PIZZA @ USA, Inc.

MULTI-UNIT OPERATOR AGREEMENT

____
MULTI-UNIT OPERATOR

____
DATE OF AGREEMENT

PIZZA @ USA, Inc.

MULTI-UNIT OPERATOR AGREEMENT

TABLE OF CONTENTS

ATTACHMENTS:

EXHIBITS:

PIZZA @ USA, Inc.

MULTI-UNIT OPERATOR AGREEMENT

THIS MULTI-UNIT OPERATOR AGREEMENT ("Agreement") is made and entered into the _______ day of __________ , 20__, between PIZZA @ USA, Inc., a Florida corporation whose principal address is 1311 22nd Ave N St. Petersburg, FL 33704 (hereinafter "Franchisor"), and ________________________ whose principal address is ___________________________ (hereinafter "Multi-Unit Operator").

W I T N E S S E T H:

WHEREAS, as the result of the expenditure of time, skill, effort, and money, Franchisor and its affiliates have developed and own a unique and distinctive system (hereinafter "System") relating to the establishment and operation of fast-casual restaurants offering a menu specializing in custom-created, artisan pizzas and salads and other authorized foods and beverages on a dine-in, take-out, and catering basis. With Franchisor's advance, written consent only, franchisees may also offer delivery services;

WHEREAS, the distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, décor, color scheme, and furnishings; proprietary products and ingredients; proprietary recipes and special menu items, uniform standards, specifications, and procedures for operations; quality and uniformity of products and services offered; procedures for inventory, management, and financial control; training and assistance; and advertising and promotional programs; all of which may be changed, improved, and further developed by Franchisor from time to time;

WHEREAS, the System is identified by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the mark "PIZZA @" and such other trade names, service marks, and trademarks as are now designated (and may hereafter be designated by Franchisor in writing) for use in connection with the System (hereinafter referred to as "Marks"). The Marks are owned by Franchisor's affiliate, PIZZA @ North America, Inc., which has licensed the Marks to Franchisor so that Franchisor may sub-license the Marks to its franchisees;

WHEREAS, Franchisor and its affiliates continue to develop, use, and control the use of such Marks in order to identify for the public the source of services and products marketed thereunder and under the System, and to represent the System's high standards of quality, appearance, and service; and

WHEREAS, Multi-Unit Operator wishes to obtain certain development rights to open and operate Restaurants operating under the Marks under the System within the Exclusive Area described in this MultiUnit Operator Agreement.

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party stated herein, hereby agree as follows:

SECTION I
GRANT

1.1 Franchisor hereby grants to Multi-Unit Operator, pursuant to the terms and conditions of this Multi-Unit Operator Agreement, certain development rights ("Development Rights") to establish and operate _________ (_____) franchised Restaurants, and to use the System solely in connection therewith at specific locations to be designated in separate Franchise Agreements executed as provided in Section 3.1 hereof, and pursuant to the schedule established in Exhibit "A" of this Agreement (hereinafter "Minimum Performance Schedule"). Each Restaurant developed hereunder shall be located in the area described in Exhibit "B" of this Agreement (hereinafter "Exclusive Area").

1.2 Each Restaurant for which a Development Right is granted hereunder shall be established and operated pursuant to a Franchise Agreement to be entered into between Multi-Unit Operator and Franchisor in accordance with Section 3.1 hereof.

1.3 Except as otherwise provided in this Agreement, Franchisor shall not establish, nor franchise anyone other than Multi-Unit Operator to establish, a Restaurant in the Exclusive Area during the term of this Agreement, provided Multi-Unit Operator is not in default hereunder.

1.4 This Agreement is not a Franchise Agreement and does not grant to Multi-Unit Operator any right to use the Marks or System.

1.5 Multi-Unit Operator shall have no right under this Agreement to franchise others under the Marks or System.

SECTION II
DEVELOPMENT FEE

In consideration of the development rights granted herein, Multi-Unit Operator shall pay to Franchisor a Development Fee of ___________________________ thousand dollars ($____________), which is due in full upon execution of this Agreement ("Development Fee").

The Development Fee shall be fully earned by Franchisor upon execution of this Agreement and shall be for administrative and other expenses incurred by Franchisor and for the development opportunities lost or deferred as a result of the Development Rights granted Multi-Unit Operator herein.

SECTION III
SCHEDULE AND MANNER FOR EXERCISING DEVELOPMENT RIGHTS

3.1 Multi-Unit Operator shall assume all responsibility and expense for locating potential sites for Restaurants and shall submit to Franchisor for its evaluation and approval, in the form specified by Franchisor, a description of the site, the terms of the lease or purchase, a market feasibility study for the site, and such other information and materials as Franchisor may reasonably require, together with a letter of intent or other evidence satisfactory to Franchisor which confirms Multi-Unit Operator's favorable prospects for obtaining the site. Franchisor shall have thirty (30) days after receipt of such information and materials from Multi-Unit Operator to approve or disapprove the site in its sole discretion. If the site is approved, the Multi-Unit Operator will then be presented with the Franchise Agreement for execution.

3.2 Recognizing that time is of the essence, Multi-Unit Operator agrees to exercise each of the Development Rights granted hereunder in the manner specified herein, and to satisfy the Minimum

Performance Schedule in a timely manner. Failure by Multi-Unit Operator to adhere to the Minimum Performance Schedule shall constitute a default under this Agreement as provided in Section 9.1 hereof.

3.3 Multi-Unit Operator shall exercise each Development Right granted herein only by executing a Franchise Agreement for each Restaurant at a site approved by Franchisor in the Exclusive Area as hereinafter provided within ten (10) days after receipt of said Franchise Agreement from Franchisor for the approved site and return same to Franchisor for its execution. The Franchise Agreement for the first Development Right exercised hereunder has been executed contemporaneously with this Agreement. The Franchise Agreement for each additional Development Right exercised hereunder shall be the then-current Franchise Agreement, except that the Royalty and Advertising Fees shall not increase and shall be the same as stated in the first Franchise Agreement executed, subject to any non-material changes therein which are required to be made by changes in any applicable law, regulation or ordinance in effect from time to time. In the event Franchisor does not receive the properly executed Franchise Agreement with the appropriate number of copies within said ten (10) days from delivery thereof to Multi-Unit Operator, Franchisor's approval of the site shall be void and Multi-Unit Operator shall have no rights with respect to said site. The Initial Franchise Fees to be paid by Multi-Unit Operator shall be twenty-five thousand dollars ($25,000) for the first Restaurant to be developed and eighteen thousand dollars ($18,000) for each additional Restaurant to be developed. The Initial Franchise Fee for the first Restaurant has been paid in full in the Development Fee, and _____ (___) deposits of nine thousand dollars ($9,000) each shall be credited towards the Initial Franchise Fee for the next ____ (__) Restaurants to be developed hereunder. The balance of the Initial Franchise Fee for the next ____ (__) additional Restaurants to be developed, or nine thousand dollars ($9,000) each, shall be paid by Multi-Unit Operator according to the schedule attached hereto as Exhibit "A."

3.4 Multi-Unit Operator acknowledges that the approval of a particular site for a Restaurant by Franchisor shall not be deemed to be an assurance or guaranty that the Restaurant will operate successfully or at a profit from such site.

3.5 Multi-Unit Operator shall be required to execute each Franchise Agreement and own a minimum of fifty-one percent (51%) of the issued and outstanding stock for each Restaurant to be opened pursuant to said Franchise Agreement. In no event shall Multi-Unit Operator relinquish control over each entity operating each Restaurant.

SECTION IV
DEVELOPMENT RIGHTS AND OBLIGATIONS

4.1 Subject to the provisions of this Agreement, Franchisor grants to Multi-Unit Operator the right to develop Restaurants within the Exclusive Area ("Development Rights"). Notwithstanding any other provision of this Agreement, Development Rights under this Agreement may, in Franchisor's sole discretion, include the right to develop Restaurants at any "Non-Traditional Sites." Non-Traditional Sites include without limitation military bases, hotels, high school and college campuses, airports, train stations, travel plazas, toll roads, prisons, hospitals, convenience stores, casinos, sports or entertainment venues or stadiums, and retail restaurant locations being sublet under a lease to a master concessionaire, whether currently existing or constructed or established subsequent to the date hereof, whether located within or outside the Exclusive Area.

4.2 Provided Multi-Unit Operator is in full compliance with all the terms and conditions of this Agreement, including without limitation Multi-Unit Operator's development obligations described in Section 3.2, and Multi-Unit Operator is in full compliance with all of its obligations under all franchise agreements executed pursuant to this Agreement, then during the term of this Agreement neither Franchisor nor any of its affiliates will develop or operate or grant franchises for the development or operation of Restaurants within the Exclusive Area, except the franchises that are granted to Multi-Unit Operator pursuant to this Agreement and except as otherwise expressly provided in this Agreement.

4.3 Upon the termination or expiration of this Agreement, Franchisor and its affiliates shall have the right to develop and operate, and to grant to others development rights and franchises to develop and operate, Restaurants within the Exclusive Area subject only to the territorial rights granted to MultiUnit Operator with respect to Restaurants operated by Multi-Unit Operator pursuant to the Franchise Agreements.

4.4 Except as expressly limited by Section 3.2 above, Franchisor and its affiliates retain all rights with respect to Restaurants, the Marks, and the sale of any goods and services, anywhere in the world, including, without limitation, the right:

4.4.1 to produce, offer, and sell and to grant others the right to produce, offer, and sell the products offered at Restaurants and any other goods displaying the Marks or other trade and service marks through alternative distribution channels, as described below, both within and outside the Exclusive Area, and under any terms and conditions Franchisor deems appropriate. "Alternative distribution channels" include, but are not limited to, the Internet, catalog sales, telemarketing, or other direct marketing sales;

4.4.2 to operate and to grant others the right to operate Restaurants located outside the Exclusive Area under any terms and conditions Franchisor deems appropriate and regardless of proximity to a Restaurant;

4.4.3 to operate and to grant others the right to operate Restaurants at Non-Traditional Sites within and outside the Exclusive Area under any terms and conditions Franchisor deems appropriate, except that if a Non-Traditional Site is available within the Exclusive Area Franchisor will give Multi-Unit Operator the option to purchase the franchise and develop a Restaurant at the Non-Traditional Site. MultiUnit Operator shall have thirty (30) days after Franchisor notifies Multi-Unit Operator that the site is available to accept this right of first refusal; and

4.4.4 to acquire and operate a business operating one or more restaurants or food service businesses located or operating in the Exclusive Area.

SECTION V
RENEWAL

This Agreement shall not be subject to renewal; however, if Multi-Unit Operator wishes to purchase a new Exclusive Area and continue to develop Restaurants, Franchisor will, in good faith, negotiate a new Multi-Unit Operator Agreement with Multi-Unit Operator.

SECTION VI
TERM AND RIGHT OF FIRST REFUSAL

6.1 Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement and all Development Rights granted hereunder shall expire on the date the last Restaurant is opened pursuant to the Minimum Performance Schedule established in Exhibit "A."

6.2 If, at any time or from time to time following the opening for business of all the Restaurants in accordance with the Minimum Performance Schedule, Franchisor determines that it is desirable to operate one or more additional Restaurants in the Exclusive Area, and provided Multi-Unit Operator has timely complied with the Minimum Performance Schedule and is then in compliance with all terms and conditions of all Franchise Agreements, Multi-Unit Operator shall have a right of first refusal to obtain the Development Rights to such additional Restaurant(s) upon such reasonable terms and conditions as are then determined by Franchisor including, but not limited to, the imposition of a new Development Fee and the payment of the then-current Initial Franchise Fee upon execution of the then-current Franchise Agreement. In such case, Franchisor shall advise Multi-Unit Operator in writing of the terms and conditions for the acquisition of the Development Rights for such additional Restaurant(s). Multi-Unit Operator must notify
Franchisor in writing within sixty (60) days of the receipt of such notice whether it wishes to acquire the Development Rights to the one or all of such additional Restaurant(s). If Multi-Unit Operator does not exercise this right of first refusal, in whole, Franchisor may, following the expiration of the sixty (60) day period, grant the Development Rights to such additional Restaurant(s) to any other person or persons on the same terms and conditions or Franchisor itself may elect to develop and construct any of such additional Restaurant(s).

SECTION VII
OBLIGATIONS OF MULTI-UNIT OPERATOR

7.1 Multi-Unit Operator acknowledges and agrees that:

7.1.1 Except as otherwise provided herein, this Agreement includes only the right to select sites for the establishment of Restaurants and to submit the same to Franchisor for its approval in accordance with the terms of this Agreement. This Agreement does not include the grant of a license by Franchisor to Multi-Unit Operator of any rights to use the Marks, the System, or to open or operate any Restaurants within the Exclusive Area. Multi-Unit Operator shall obtain the license to use such additional rights at each Restaurant upon the execution of each Franchise Agreement by both Multi-Unit Operator and Franchisor and only in accordance with the terms of each Franchise Agreement.

7.1.2 The Development Rights granted hereunder are personal to Multi-Unit Operator and cannot be sold, assigned, transferred, or encumbered, in whole or in part, except as stated in Section XI hereof.

7.1.3 Except as provided in Sections 6.1 and 6.2 hereof, the Development Rights granted hereunder are non-exclusive, and Franchisor retains the right, in its sole discretion:

(a) To continue to construct and operate other Restaurants and to use the
System and the Marks at any location outside the Exclusive Area, and to license others to do so.

(b) To develop, use, and franchise the rights to any trade names, trademarks, service marks, trade symbols, emblems, signs, slogans, insignia, or copyrights not designated by Franchisor as Marks for use with different franchise systems for the sale of the different products or services not in connection with the System at any location, on such terms and conditions as Franchisor may deem advisable and without granting Multi-Unit Operator any rights therein.

(c) To develop, merchandise, sell, and license others to sell any of

Franchisor's products, proprietary, or otherwise, presently existing or to be developed in the future, to the public through supermarkets, groceries, club stores, and other non-restaurant outlets outside or inside of the Exclusive Area and to use the Marks in connection therewith.

(d) To promote or conduct special events within the Exclusive Area, provided, however, that the opportunity to conduct each special event shall first be offered to Multi-Unit Operator in accordance with the terms of any valid and effective Franchise Agreement.

7.1.4 Multi-Unit Operator has sole responsibility for the performance of all obligations arising out of the operation of his business pursuant to this Agreement, including, but not limited to, the payment when due of any and all taxes levied or assessed by reason of such operation.

7.1.5 In all public records, in its relationship with other persons, and in any documents, Multi-Unit Operator shall indicate clearly the independent ownership of Multi-Unit Operator's business and that the operations of said business are separate and distinct from the operation of a PIZZA @ Restaurant.

7.1.6 Multi-Unit Operator shall at all times preserve in confidence any and all materials and information furnished or disclosed to Multi-Unit Operator by Franchisor and Multi-Unit Operator shall disclose such information or materials only to such of the Multi-Unit Operator's employees or agents who must have access to it in connection with their employment. Multi-Unit Operator shall not at any time, without Franchisor's prior written consent, copy, duplicate, record, or otherwise reproduce such materials or information, in whole or in part, nor otherwise make the same available to any unauthorized person.

7.1.7 Multi-Unit Operator shall comply with all requirements of federal, state, and local laws, rules, and regulations.

7.1.8 Multi-Unit Operator shall at no time have the right to sub-franchise any of its Development Rights hereunder.

SECTION VIII
SERVICES OF FRANCHISOR

Franchisor shall, at its expense, provide the following services:

8.1 Review the Multi-Unit Operator's site selection for conformity to Franchisor's standards and criteria for selection and acquisition of sites upon Franchisor's receipt of Multi-Unit Operator's written request for approval thereof.

8.2 Provide Multi-Unit Operator with standard specifications and layouts for the interior and exterior design, improvements, equipment, furnishings, décor, and signs identified with the Restaurants as Franchisor makes available to all Multi-Unit Operators and franchisees from time to time.

8.3 Review of the Multi-Unit Operator's site plan and final build-out plans and specifications for conformity to the construction standards and specifications of the System, upon Franchisor's receipt of Multi-Unit Operator's written request for approval thereof.

8.4 Provide such other resources and assistance as may hereafter be developed and offered by Franchisor to its other multi-unit operators.

SECTION IX
DEFAULT AND TERMINATION

9.1 The occurrence of any of the following events of default shall constitute good cause for Franchisor, at its option and without prejudice to any other rights or remedies provided for hereunder or by law or equity, to terminate this Agreement:

9.1.1 If Multi-Unit Operator shall, in any respect, fail to meet the Minimum Performance Schedule.

9.1.2 If Multi-Unit Operator shall use the System or Marks, or any other names, marks, systems, insignia, symbols, or rights which are the property of Franchisor except pursuant to, and in accordance with, a valid and effective Franchise Agreement.

9.1.3 If Multi-Unit Operator, or persons controlling, controlled by, or under common control with Multi-Unit Operator, shall have any interest, direct or indirect, in the ownership or operation of any store engaged in the sale of products similar to those permitted to be sold by Multi-Unit Operator within the Exclusive Area or in any restaurant which looks like, copies, or imitates the Restaurant or operates in a manner tending to have such effect other than pursuant to a valid and effective Franchise Agreement.

9.1.4 If Multi-Unit Operator shall fail to remit to Franchisor any payments pursuant to Section II when same are due.

9.1.5 If Multi-Unit Operator shall begin work upon any Restaurant at any site unless all the conditions stated in Section III hereof have been met.

9.1.6 If Multi-Unit Operator shall purport to effect any assignment other than in accordance with Section XI hereof.

9.1.7 Except as provided in Section XI hereof, if Multi-Unit Operator attempts to sell, assign, transfer or encumber this Agreement prior to the time that at least twenty-five percent (25%) of the Restaurants to be constructed and opened for business in accordance with the Minimum Performance Schedule are, in fact, open or under construction.

9.1.8 If Multi-Unit Operator makes, or has made, any material misrepresentation to Franchisor in connection with obtaining this Multi-Unit Operator Agreement, any site approval hereunder, or any Franchise Agreement.

9.1.9 If Multi-Unit Operator fails to obtain Franchisor's prior written approval or consent, including but not limited to site approval or site plan approval, as expressly required by this Agreement.

9.1.10 If Multi-Unit Operator defaults in the performance of any other obligation under this Agreement.

9.1.11 If Multi-Unit Operator defaults in the performance of any obligation under any Franchise Agreement with Franchisor, provided such default results in the termination of the Franchise Agreement.

9.1.12 If Multi-Unit Operator suffers a violation of any law, ordinance, rule, or regulation of a governmental agency in connection with the operation of the Restaurant, and permits the same to go uncorrected after notification thereof, unless there is a bona fide dispute as to the violation or legality of such law, ordinance, rule, or regulation, and Multi-Unit Operator promptly resorts to courts or forums of appropriate jurisdiction to contest such violation or legality.

9.1.13 If Multi-Unit Operator or a shareholder of Multi-Unit Operator owning twentyfive percent (25%) or more of Multi-Unit Operator's voting stock is convicted in a court of competent jurisdiction of an indictable offense punishable by a term of imprisonment in excess of one (1) year.

9.1.14 If Multi-Unit Operator, or any of Multi-Unit Operator's partners, if Multi-Unit Operator is a partnership, or any of its officers, directors, shareholders, or members, if Multi-Unit Operator is a corporation or limited liability company, shall become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by Multi-Unit Operator or such a petition is filed against and not opposed by Multi-Unit Operator; if Multi-Unit Operator is adjudicated a bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver of Multi-Unit Operator or other custodian for Multi-Unit Operator's business or assets is filed and consented to by Multi-Unit Operator; if a receiver or other custodian (permanent or temporary) of Multi-Unit Operator's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against Multi-Unit Operator; if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); if Multi-Unit Operator is dissolved; if execution is levied against Multi-Unit Operator's business or property; if suit to foreclose any lien or mortgage against the premises or equipment is instituted against Multi-Unit Operator and not dismissed within thirty (30) days; or if the real or personal property of the Multi-Unit Operator's business shall be sold after levy thereupon by any sheriff, marshal, or constable.

9.1.15 If Multi-Unit Operator, or any shareholder or principal, if Multi-Unit Operator is corporate entity, or any of its affiliates ceases to operate all of the Restaurants opened pursuant to the terms of this Agreement.

9.2 Upon occurrence of any of the events stated in Section 9.1, Franchisor may, without prejudice to any other rights or remedies contained in this Agreement or provided by law or equity, terminate this Agreement. Such termination shall be effective thirty (30) days after written notice (or such other notice as may be required by applicable state law) is given by Franchisor to Multi-Unit Operator of any of the events stated in this Section 9, Subparagraphs 9.1.1 through 9.1.14, if such defaults are not cured within such period. However, termination shall be effective immediately, without notice and without the necessity of further action by Franchisor, upon occurrence of any of the events specified in this Section 9, Subparagraphs 9.1.1 or 9.1.12 or 9.1.15, except where prohibited by any applicable state or federal law, whereupon this Agreement shall be terminated in accordance with the provisions of any such law.

SECTION X
MULTI-UNIT OPERATOR'S OBLIGATIONS FOLLOWING TERMINATION

10.1 Upon termination of this Agreement becoming effective for any reason, or upon expiration of the term hereof, Multi-Unit Operator agrees as follows:

10.1.1 To cease immediately any attempts to select sites on which to establish Restaurants.

10.1.2 To cease immediately to hold itself out in any way as a Multi-Unit Operator of Franchisor or to do anything which would indicate a relationship between it and Franchisor.

10.2 No right or remedy herein conferred upon or reserved to Franchisor is exclusive of any other right or remedy provided or permitted by law or in equity.

SECTION XI
TRANSFER OF INTEREST

11.1 This Agreement is personal to Multi-Unit Operator and Multi-Unit Operator shall neither sell, assign, transfer, nor encumber this Agreement, the Development Rights, or any other interest hereunder, nor suffer or permit any such assignment, transfer, or encumbrance to occur directly, indirectly, or contingently by agreement or by operation of law without the prior written consent of Franchisor. MultiUnit Operator understands that this Agreement may not be pledged, mortgaged, hypothecated, given as security for an obligation, or in any manner encumbered. The assignment or transfer of any interest, except in accordance with this Paragraph shall constitute a material breach of this Agreement.

11.2 In the event that Multi-Unit Operator is a corporation or desires to conduct business in a corporate capacity, said corporate entity or assignment to a corporate entity (which may include a corporation, limited liability company or partnership) must receive the prior written approval of Franchisor and Multi-Unit Operator agrees to comply with the provisions hereinafter specified, including without limitation, personal guarantees by one or more equity owners of all of the obligations of said corporate entity or assignee corporate entity to Franchisor and other parties designated by Franchisor. The corporate entity or assignee corporate entity shall not engage in any business activities other than those directly related to the operation of the Restaurant(s) pursuant to the terms and conditions of the Franchise Agreements with Franchisor, and all assets related to the operation of the Restaurant(s) shall be held by the corporate entity or assignee corporate entity. There shall be no transfer fee charged by Franchisor for a one (1) time assignment to a corporate entity.

11.3 If Multi-Unit Operator is a corporation or if Multi-Unit Operator's rights hereunder are assigned to a corporate entity, the Multi-Unit Operator, or those individuals disclosed on Attachment "B" attached hereto shall be the legal and beneficial owner of not less than fifty-one percent (51%) of the outstanding equity of said entity and shall act as such entity's principal officer. The assignment to a corporate entity will not relieve Multi-Unit Operator of personal liability to Franchisor for performance of any of the obligations under this Agreement. Any subsequent transfer of voting rights of the equity of the entity or assignee entity, and any transfer or issuance of equity of the entity or assignee entity shall be subject to Franchisor's prior written approval. Franchisor agrees that it will not unreasonably restrict the issuance or transfer of equity, provided that Multi-Unit Operator complies with the provisions of this Section XI, and provided that in no event shall any equity of such corporate entity or assignee corporate entity be sold, transferred or assigned to a business competitor of Franchisor. The articles of organization and governing documents (including by-laws, operating agreement or partnership agreement) of the entity or assignee entity shall reflect that the issuance and transfer of equity is restricted, and all certificates shall bear the following legend, which shall be printed legibly and conspicuously on each certificate:

"The transfer of this certificate is subject to the terms and conditions of a Multi-Unit Operator Agreement with PIZZA @ USA, Inc. dated _________. Reference is made to said Multi-Unit Operator Agreement and related Franchise Agreements and to restrictive provisions of the governing documents of this entity."

11.4 The entity or assignee entity's records shall indicate that a stop transfer order shall be in effect against the transfer of any equity, except for transfers permitted by this Section XI. In addition to the foregoing, the equity of such entity or assignee entity shall not be publicly sold or traded without the prior express written consent of Franchisor, which shall be given at the sole discretion of Franchisor. In the event that Franchisor approves a public offering of Multi-Unit Operator, Multi-Unit Operator shall present the Disclosure Document or prospectus to Franchisor for its review within a reasonable time prior to such offering becoming effective. In no event shall Multi-Unit Operator offer its securities by use of the name "PIZZA @" or any name deceptively similar thereto, however, Multi-Unit Operator may make appropriate reference to the fact the Multi-Unit Operator has a Multi-Unit Operator Agreement with Franchisor; nor shall Multi-Unit Operator relinquish control of the new public company. Multi-Unit Operator agrees to indemnify and hold Franchisor harmless from and against any claims, suits, actions, or otherwise which arise out of or from such public offering.

11.5 In the event of the death, disability, or permanent incapacity of Multi-Unit Operator, Franchisor shall consent to the transfer of all of the interest of Multi-Unit Operator to Multi-Unit Operator's spouse, heirs, or relatives, by blood or marriage, or if this Agreement was originally executed by more than one party, then to the remaining party(ies) who originally executed this Agreement, whether such transfer is made by Multi-Unit Operator's Last Will and Testament or by operation of law, provided that the requirements of Section XI hereof have been met. In the event that Multi-Unit Operator's heirs do not obtain the consent of Franchisor as prescribed herein, the personal representative of Multi-Unit Operator shall have a reasonable time to dispose of Multi-Unit Operator's interest hereunder, which disposition shall be subject to all the terms and conditions for transfers under this Agreement.

11.6 Multi-Unit Operator has represented to Franchisor that he is entering into this Multi-Unit Operator Agreement with the intention of complying with its terms and conditions and not for the purpose of resale of the Development Rights hereunder. Therefore, Multi-Unit Operator agrees that any attempt to assign this Agreement, prior to the time that at least twenty-five percent (25%) of the Restaurant(s) to be constructed hereunder are opened or under construction, except pursuant to Sections 11.2 and 11.3 hereof, shall be deemed to be an event of default.

11.7 Except as provided in Section 11.6, if Multi-Unit Operator receives from an unaffiliated third party and desires to accept a bona fide written offer to purchase its business, Development Rights, and interests, Franchisor shall have the option, exercisable within thirty (30) days after receipt of written notice setting forth the name and address of the prospective purchaser, the price, and terms of such offer, and a copy of such offer and the other information stated in this Section 11.7, to purchase such business, Development Rights, and interests, including Multi-Unit Operator's right to develop sites within the Exclusive Area, on the same terms and conditions as offered by said third party. In order that Franchisor may have information sufficient to enable it to determine whether to exercise its option, Franchisor may require Multi-Unit Operator to deliver to Franchisor certified financial statements as of the end of MultiUnit Operator's most recent fiscal year and such other information about the business and operations of Multi-Unit Operator as Franchisor may request. If Franchisor declines, or does not accept the offer in writing within thirty (30) days, Multi-Unit Operator may, within thirty (30) days from the expiration of the option period, sell, assign, and transfer its business, Development Rights, and interest to said third party, provided Franchisor has consented to such transfer as required by this Section XI. Any material changes in the terms of the offer prior to closing of the sale to such third party shall constitute a new offer, subject to the same rights of first refusal by Franchisor or its nominee, as in the case of an initial offer. Failure by Franchisor to exercise the option afforded by this Section 11.7 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section with respect to the proposed transfer.

11.8 Multi-Unit Operator acknowledges and agrees that the restrictions on transfer imposed herein are reasonable and are necessary to protect the Development Rights, the System, and the Marks, as well as Franchisor's reputation and image, and are for the protection of Franchisor, Multi-Unit Operator and other Multi-Unit Operators. Any assignment or transfer permitted by this Section XI shall not be effective until Franchisor receives a completely executed copy of all transfer documents, and Franchisor consents in writing thereto.

11.9 Except as provided in Section 11.6 hereof, Franchisor agrees not to unreasonably withhold its consent to a sale, assignment, or transfer by Multi-Unit Operator hereunder. Consent to such transfer otherwise permitted or permissible as reasonable may be refused unless:

11.9.1 All obligations of the Multi-Unit Operator created by this Agreement, all other franchise documents, including all Franchise Agreements, and the relationship created hereunder are assumed by the transferee.

11.9.2 All ascertained or liquidated debts of Multi-Unit Operator to Franchisor or its affiliated or subsidiary corporations are paid.

11.9.3 Multi-Unit Operator is not in default hereunder.

11.9.4 Franchisor is reasonably satisfied that the transferee meets all of the requirements of Franchisor for new Multi-Unit Operators, including but not limited to, good reputation and character, business acumen, operational ability, management skills, financial strength, and other business considerations.

11.9.5 Transferee executes or, in appropriate circumstances, causes all necessary parties to execute, Franchisor's standard form of Multi-Unit Operator Agreement, Franchise Agreements for all Restaurants open or under construction hereunder, and such other then-current ancillary agreements being required by Franchisor of new Multi-Unit Operators on the date of transfer.

11.9.6 Multi-Unit Operator executes a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor, its officers, directors, employees, and principal stockholders of any and all claims and causes of action that he may have against Franchisor or any subsidiary or affiliated corporations in any way relating to this Agreement or the performance or nonperformance thereof by Franchisor.

11.9.7 Multi-Unit Operator or transferee pays to Franchisor a transfer fee in an amount equal to fifteen thousand dollars ($15,000) to cover Franchisor's reasonable costs in effecting the transfer and in providing training and other initial assistance to transferee.

11.10 Upon the death or mental incapacity of any person with an interest of more than fifty percent (50%) in this Agreement or in Multi-Unit Operator, the executor, administrator, or personal representative of such person shall transfer his interest to a third party approved by Franchisor within twelve (12) months. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as any inter vivos transfer. However, in the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions stated in Section 11.1 hereof, the personal representative of the deceased shall have a reasonable time, not to exceed twelve (12) months from the date said personal representative is appointed, to dispose of the deceased's interest in Multi-Unit Operator or in the Development Rights, which disposition shall be subject to all the terms and conditions for transfers contained in this Agreement. It is understood and agreed, however, that notwithstanding the foregoing, the Minimum Performance Schedule shall be complied with as though no such death or mental incapacity had occurred. In the event the interest described above is not disposed of within such time, Franchisor shall have the right to terminate this Agreement, provided such termination had not previously occurred for failure to perform pursuant to the Minimum Performance Schedule, upon ninety (90) days' notice to Multi-Unit Operator's representative, or Franchisor shall have the right to repurchase same at the same price being sought by the Multi-Unit Operator's representative.

11.11 Franchisor's consent to a transfer of any interest in Multi-Unit Operator or in the Development Rights pursuant to this Section shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferee.

11.12 Franchisor shall have the right, without the need for Multi-Unit Operator's consent, to assign, transfer, or sell its rights under this Agreement to any person, partnership, corporation, or other legal entity provided that the transferee agrees in writing to assume all obligations undertaken by Franchisor herein and Multi-Unit Operator receives a statement from both Franchisor and its transferee to that effect. Upon such assignment and assumption, Franchisor shall be under no further obligation hereunder, except for accrued liabilities, if any. Multi-Unit Operator further agrees and affirms that Franchisor may go public; may engage in a private placement of some or all of its securities; may merge, acquire other corporations, or be acquired by another corporation; and/or may undertake a refinancing, recapitalization, leveraged buyout, or other economic or financial restructuring. With regard to any of the above sales, assignments, and dispositions, Multi-Unit Operator expressly and specifically waives any claims, demands, or damages arising from or related to the loss of Franchisor's name, Marks (or any variation thereof), and System and/or the loss of association with or identification of PIZZA @ USA, Inc. as Franchisor under this Agreement. Multi-Unit Operator specifically waives any and all other claims, demands, or damages arising from or related to the foregoing merger, acquisition, and other business combination activities including, without limitation, any claim of divided loyalty, breach of fiduciary duty, fraud, breach of contract, or breach of the implied covenant of good faith and fair dealing.

Multi-Unit Operator agrees that Franchisor has the right, now or in the future, to purchase, merge, acquire, or affiliate with an existing competitive or non-competitive franchise network, chain, or any other business having ten (10) or more units, regardless of the location of that chain's or business' facilities, and to operate, franchise, or license those businesses and/or facilities as "PIZZA @" Restaurants operating under the Marks or any other marks following Franchisor's purchase, merger, acquisition, or affiliation, regardless of the location of these facilities, except that in the event that any of these businesses are located within the Exclusive Area, they will not become "PIZZA @" Restaurants.

If Franchisor assigns its rights in this Agreement, nothing herein shall be deemed to require Franchisor to remain in the restaurant business or to offer or sell any products or services to Multi-Unit Operator.

11.13 This Agreement shall inure to the benefit of Franchisor, its successors and assigns, and Franchisor shall have the right to transfer or assign all or any part of its interest herein to any person or legal entity, provided such transferee agrees to perform all of Franchisor's obligations hereunder.

SECTION XII
COVENANTS

12.1 Multi-Unit Operator specifically acknowledges that, pursuant to this Agreement, MultiUnit Operator will receive valuable training and confidential information, including, without limitation, secret recipes, information regarding the marketing methods, and techniques of Franchisor and the System. Multi-Unit Operator covenants that during the term of this Agreement, except as otherwise approved in writing by Franchisor, Multi-Unit Operator and persons controlling, controlled by, or under common control with Multi-Unit Operator, shall not, either directly or indirectly, for himself, or through, on behalf of or in conjunction with any person, persons, or legal entity:

12.1.1 Divert or attempt to divert any business or client of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

12.1.2 Employ or seek to employ any person who is at the time employed by Franchisor or by any other franchisee or Multi-Unit Operator of Franchisor, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment thereat.

12.1.3 Own, maintain, advise, help, invest in, make loans to, be employed by, engage in, or have any interest in any restaurant or food service business other than the Franchised Business (including any business operated by Multi-Unit Operator prior to entry into this Agreement), which business is of a character and concept similar to the Restaurant, including a restaurant which offers and sells the same or similar food products (a "Competitive Business").

12.2 Multi-Unit Operator covenants that, except as otherwise approved in writing by Franchisor, Multi-Unit Operator shall not, for a continuous and uninterrupted period commencing upon the expiration or termination of this Agreement, and continuing for two (2) years thereafter (and, in case of any violation of this covenant, for two (2) years after the violation ceases), either directly or indirectly, for himself or herself, or through, on behalf of or in conjunction with any person, persons, partnership, or corporation, own, maintain, advise, help, invest in, make loans to, be employed by, engage in, or have any interest in any Competitive Business which is located within twenty (20) miles of any PIZZA @ Restaurant in the System.

12.3 Subsections 12.1.3 and 12.2 of this Section shall not apply to ownership by Multi-Unit Operator of less than a five percent (5%) beneficial interest in the outstanding equity securities of any corporation which is registered under the Securities Exchange Act of 1934.

12.4 The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section XII is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a party, Multi-Unit Operator expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section XII.

12.5 Multi-Unit Operator understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant stated in Sections 12.1 and 12.2 or any portion thereof, without Multi-Unit Operator's consent, effective immediately upon receipt by Multi-Unit Operator of written notice thereof, and Multi-Unit Operator agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section XVI hereof.

12.6 Multi-Unit Operator expressly agrees that the existence of any claim it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section XII.

12.7 Multi-Unit Operator acknowledges that any failure to comply with the requirements of this Section XII would cause Franchisor irreparable injury for which no adequate remedy at law may be available, and Multi-Unit Operator hereby accordingly consents to Franchisor's seeking injunctive relief prohibiting any conduct by Multi-Unit Operator in violation of the terms of this Section XII. Franchisor may further avail itself of any other legal or equitable rights and remedies which it may have under this Agreement or otherwise.

12.8 At Franchisor's request, Multi-Unit Operator shall require and obtain the execution of covenants similar to those described in this Section XII (including covenants applicable upon the termination of a person's relationship with Multi-Unit Operator) from any or all of the following persons:

12.8.1 All Restaurant managers of Multi-Unit Operator who have received training from Franchisor;

12.8.2 All officers, directors, and holders of a beneficial interest of five percent (5%) or more of the securities of Multi-Unit Operator and of any entity directly or indirectly controlling Multi-Unit Operator, if Multi-Unit Operator is a corporation or limited liability company; and

12.8.3 The general partners and any limited partners (including any corporation, and the officers, directors, and holders of a beneficial interest of five percent (5%) or more of the securities of any corporation which controls, directly or indirectly, any general or limited partner), if Multi-Unit Operator is a partnership.

Each covenant required by this Section 12.8 shall be in a form satisfactory to Franchisor, including, without limitation, specific identification of Franchisor as a third-party beneficiary of such covenants with the independent right to enforce them. Failure by Multi-Unit Operator to obtain execution of a covenant required by this Section 12.8 shall constitute a default under Section IX hereof.

12.9 During the term of this Agreement, an officer or agent of Franchisor shall have the right to inspect any Restaurant in which Multi-Unit Operator has an interest at reasonable times and during normal business hours to the extent reasonably necessary to determine whether the conditions of this Section XII are being satisfied. If, by reason of such inspections or otherwise, Franchisor has reason to believe that Multi-Unit Operator is not in full compliance with the terms of this Section, Franchisor shall give notice of such default to Multi-Unit Operator, specifying the nature of such default. If Multi-Unit Operator denies that it is in default hereunder, as specified by Franchisor, it shall have the burden of establishing that such default does not exist and shall give notice to Franchisor of its position within ten (10) days of receipt of the notice from

Franchisor. Unless Multi-Unit Operator so denies such default, it shall immediately take all steps to cure said default in a manner satisfactory to Franchisor.

SECTION XIII
NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by certified or registered mail, return receipt requested, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor:	PIZZA @ USA, Inc. 1311 22nd Ave. N. Saint Petersburg, Florida 33704 ATTENTION: Troy Barton
COPY TO:	Linster E. Brinkley, Jr. 111 Second Avenue, N.E., Suite 900 Saint Petersburg, Florida 33701 Facsimile: (727) 322-9400
Notices to the Multi-Unit Operator:	________________________________ ________________________________ ________________________________

Any notice by certified or registered mail shall be deemed to have been given at the date and time of mailing.

SECTION XIV
INDEPENDENT CONTRACTOR AND INDEMNIFICATION

14.1 It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever. Each party to this Agreement is an independent contractor, and neither shall be responsible for the debts or liabilities incurred by the other.

14.2 Multi-Unit Operator shall hold itself out to the public to be an independent contractor operating pursuant to this Agreement. Multi-Unit Operator agrees to take such actions as shall be necessary to that end.

14.3 Multi-Unit Operator understands and agrees that nothing in this Agreement authorizes Multi-Unit Operator to make any contract, agreement, warranty or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name, and that Franchisor assumes no liability for, nor shall be deemed liable by reason of, any act or omission of Multi-Unit Operator or any claim or judgment arising therefrom. Multi-Unit Operator shall indemnify and hold Franchisor and its officers, directors, and employees harmless against any and all such claims arising directly or indirectly from, as a result of, or in connection with Multi-Unit Operator's activities hereunder, as well as the cost, including reasonable attorneys' fees, of defending against them, except that the foregoing shall not apply to infringement actions regarding the Marks which are caused solely by actions of Franchisor or actions caused by the negligent acts of Franchisor or its agents.

SECTION XV
APPROVALS

15.1 Whenever this Agreement requires the prior approval or consent of Franchisor, Multi-Unit Operator shall make a timely written request to Franchisor for such approval or consent, and, except as otherwise provided herein, any approval or consent granted shall be in writing.

15.2 Franchisor makes no warranties or guarantees upon which Multi-Unit Operator may rely, and assumes no liability or obligation to Multi-Unit Operator or any third party to which it would not otherwise be subject, by providing any waiver, approval, advise, consent, or services to Multi-Unit Operator in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

SECTION XVI
NON-WAIVER

No failure of Franchisor to exercise any power reserved to it under this Agreement or to insist upon compliance by Multi-Unit Operator with any obligation or condition in this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Franchisor's rights to demand exact compliance with the terms of this Agreement. Waiver by Franchisor of any particular default shall not affect or impair Franchisor's right with respect to any subsequent default of the same or of a different nature; nor shall any delay, forbearance, or omission of Franchisor to exercise any power or right arising out of any breach or default by Multi-Unit Operator of any of the terms, provisions, or covenants of this Agreement affect or impair Franchisor's rights, nor shall such constitute a waiver by Franchisor of any rights hereunder or rights to declare any subsequent breach or default.

SECTION XVII
SEVERABILITY AND CONSTRUCTION

17.1 Each covenant and provision of this Agreement shall be construed as independent of any other covenant or provision of this Agreement. The provisions of this Agreement shall be deemed severable.

17.2 If all or any portion of a covenant or provision of this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a decision to which Franchisor is a party, Multi-Unit Operator expressly agrees to be bound by any lesser covenant or provision imposing the maximum duty permitted by law which is subsumed within the terms of such covenant or provision, as if that lesser covenant or provision were separately stated in and made a part of this Agreement.

17.3 Nothing in this Agreement shall confer upon any person or legal entity other than Franchisor or Multi-Unit Operator, and such of their respective successors and assigns as may be contemplated by Section XI hereof, any rights or remedies under or by reason of this Agreement.

17.4 All captions in this Agreement are intended solely for the convenience of the parties and none shall be deemed to affect the meaning or construction of any provision hereof.

17.5 All references herein to gender and number shall be construed to include such other gender and number as the context may require, and all acknowledgments, promises, covenants, agreements, and obligations herein made or undertaken by Multi-Unit Operator shall be deemed jointly and severally undertaken by all those executing this Agreement on behalf of Multi-Unit Operator.

17.6 This Agreement may be executed in triplicate, or such other number as is required, and each copy of the executed Agreement shall be deemed an original.

SECTION XVIII
ENTIRE AGREEMENT - APPLICABLE LAW

This Agreement, the documents referred to herein and the Exhibits attached hereto constitute the entire, full and complete agreement between Franchisor and Multi-Unit Operator concerning the subject matter hereof and supersede any and all prior agreements; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made by Franchisor in the Disclosure Document that was furnished to Multi-Unit Operator by Franchisor. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. This Agreement shall be interpreted and construed under the laws of the State of Florida, and the parties hereto consent to irrevocably submit to the jurisdiction of all courts located within the State of Florida, County of Pinellas.

ARTICLE XIX
DISPUTE RESOLUTION

19.1 Franchisor and Multi-Unit Operator acknowledge that during the term of this Agreement disputes may arise between the parties that may be resolvable through mediation. To facilitate such resolution, Franchisor and Multi-Unit Operator agree that each party shall submit the dispute between them for non-binding mediation at a mutually agreeable location before commencing an arbitration proceeding under Section 19.3. If Franchisor and Multi-Unit Operator cannot agree on a location, the mediation will be conducted in St. Petersburg, Florida. The mediation will be conducted by one (1) mediator who is appointed under the American Arbitration Association's Commercial Mediation Rules and who shall conduct the mediation in accordance with such rules. Franchisor and Multi-Unit Operator agree that statements made by Franchisor, Multi-Unit Operator or any other party in any such mediation proceeding will not be admissible in any arbitration or other legal proceeding. Each party shall bear its own costs and expenses of conducting the mediation and share equally the costs of any third parties who are required to participate in the mediation.

19.2 If any dispute between the parties cannot be resolved through mediation within forty-five (45) days following the appointment of the mediator, the parties agree to submit such dispute to arbitration subject to the terms and conditions of Section 19.3.

19.3 Except to the extent Franchisor elects to enforce the provisions of this Agreement by judicial process and injunction in Franchisor's sole discretion, all disputes, claims and controversies between the parties arising under or in connection with this Agreement or the making, performance or interpretation thereof (including claims of fraud in the inducement and other claims of fraud and the arbitrability of any matter) which have not been settled through negotiation or mediation will be settled by binding arbitration in Florida under the authority of Florida Statutes. The arbitrator(s) will have a minimum of five (5) years' experience in franchising or distribution law and will have the right to award specific performance of this

Agreement. If the parties cannot agree upon a mutually agreeable arbitrator, then the arbitration shall be conducted as per the selection method set forth in the Florida Statutes. The proceedings will be conducted under the commercial arbitration rules of the American Arbitration Association, to the extent such rules are not inconsistent with the provisions of this arbitration provision or the Florida Statutes. The decision of the arbitrator(s) will be final and binding on all parties. This Section will survive termination or non-renewal of this Agreement under any circumstances. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction thereof. During the pendency of any arbitration proceeding, Multi-Unit Operator and Franchisor shall fully perform their respective obligations under this Agreement.

19.4 With respect to any claims, controversies or disputes which are not finally resolved through arbitration, or as otherwise provided above, Multi-Unit Operator and its owners hereby irrevocably submit themselves to the jurisdiction of the state courts of Pinellas County, Florida, and the Federal District Court closest to Franchisor's headquarters. Multi-Unit Operator and its owners hereby waive all questions of personal jurisdiction for the purpose of carrying out this provision. Multi-Unit Operator and its owners hereby agree that service of process may be made upon any of them in any proceeding relating to or arising out of this Agreement or the relationship created by this Agreement by any means allowed by Florida or federal law. Multi-Unit Operator and its owners further agree that venue for any proceeding relating to or arising out of this Agreement shall be Pinellas County, Florida; provided, however, with respect to any action (1) for monies owed, (2) for injunctive or other extraordinary relief, or (3) involving possession or disposition of, or other relief relating to, real property, Franchisor may bring such action in any State or Federal District Court which has jurisdiction. With respect to all claims, controversies, disputes or actions, related to this Agreement or the relationship created thereby, this Agreement and any such related claims, controversies, disputes or actions shall be governed, enforced and interpreted under Florida law.

19.5 Multi-Unit Operator, its owners and Franchisor acknowledge that the parties' agreement regarding applicable state law and forum set forth in Section 19.4 above provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising out of this Agreement or the parties' relationship created by this Agreement. Each of Multi-Unit Operator, its owners and Franchisor further acknowledge the receipt and sufficiency of mutual consideration for such benefit and that each party's agreement regarding applicable state law and choice of forum have been negotiated in good faith and are part of the benefit of the bargain reflected by this Agreement.

19.6 Multi-Unit Operator, its owners and Franchisor acknowledge that the execution of this Agreement and acceptance of the terms by the parties occurred in Pinellas County, Florida, and further acknowledge that the performance of certain obligations of Multi-Unit Operator arising under this Agreement, including, but not limited to, the payment of monies due hereunder and the satisfaction of certain training requirements of Franchisor, shall occur in Pinellas County, Florida.

19.7 Multi-Unit Operator, its owners and Franchisor hereby waive, to the fullest extent permitted by law, any right to or claim or any punitive, exemplary, incidental, indirect, special, consequential, or other damages (including, without limitation, loss of profits) against either party, their officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, and employees, in their corporate and individual capacities, arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, either party shall be limited to the recovery of any actual damages sustained by it. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions of waiver by agreement of punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) shall continue in full force and effect.

SECTION XX
TIMELY PERFORMANCE

Multi-Unit Operator hereby acknowledges that its timely development of the Restaurants in the Exclusive Area in accordance with the Minimum Performance Schedule is of material importance to Franchisor and Multi-Unit Operator. Multi-Unit Operator agrees, as a condition of the continuance of the rights granted hereunder, to develop and open Restaurants within the Exclusive Area in accordance with the Minimum Performance Schedule, to operate such Restaurants pursuant to the terms of the Franchise Agreements, and to maintain all such Restaurants in operation continuously. Franchisor agrees to diligently act upon any request of or approval from Multi-Unit Operator and any material delay in Multi-Unit Operator's ability to meet the Minimum Performance Schedule which is directly caused by Franchisor's failure to act diligently upon a request for approval shall not constitute a default hereunder. Further, a failure or delay in performance by any party to this Development Agreement shall not be a default hereunder if such failure or delay arises out of or results from a Force Majeure, which for purposes of this Development Agreement shall be defined as fire, flood, earthquake, or other natural disasters, or acts of a public enemy, war, rebellion, or sabotage.

SECTION XXI
ACKNOWLEDGMENTS

21.1 MULTI-UNIT OPERATOR ACKNOWLEDGES THAT THE SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT INVOLVES SUBSTANTIAL BUSINESS RISKS AND WILL BE TOTALLY AND COMPLETELY DEPENDENT UPON THE ABILITY OF MULTI-UNIT OPERATOR AS AN INDEPENDENT BUSINESS PERSON. FRANCHISOR EXPRESSLY DISCLAIMS THE MAKING OF, AND MULTI-UNIT OPERATOR ACKNOWLEDGES NOT HAVING RECEIVED, ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS, OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT.

21.2 MULTI-UNIT OPERATOR ACKNOWLEDGES HAVING RECEIVED, READ, AND UNDERSTOOD THIS AGREEMENT, THE EXHIBITS ATTACHED HERETO, AND AGREEMENTS RELATING HERETO, IF ANY, AND THE DISCLOSURE DOCUMENT DELIVERED SIMULTANEOUSLY HEREWITH; AND FRANCHISOR HAS ACCORDED MULTI-UNIT OPERATOR AMPLE TIME AND OPPORTUNITY TO CONSULT WITH ADVISORS OF MULTIUNIT OPERATOR'S OWN CHOOSING ABOUT THE POTENTIAL RISKS OF ENTERING INTO THIS AGREEMENT.

21.3 MULTI-UNIT OPERATOR ACKNOWLEDGES THAT HE RECEIVED THE DISCLOSURE DOCUMENT REQUIRED BY THE TRADE REGULATION RULE OF THE FEDERAL TRADE COMMISSION ENTITLED "DISCLOSURE REQUIREMENTS AND PROHIBITIONS CONCERNING FRANCHISING AND BUSINESS OPPORTUNITY VENTURES" AT LEAST FOURTEEN (14) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED.

21.4 MULTI-UNIT OPERATOR AND EACH OF ITS PRINCIPALS, IF A CORPORATE ENTITY, EXPRESSLY ACKNOWLEDGE THAT NEITHER IT NOR THEY HAVE RELIED UPON ANY EARNINGS CLAIMS, SUCH AS ORAL OR WRITTEN STATEMENTS OR SUGGESTIONS, MADE BY ANY REPRESENTATIVE OF OR ANY OTHER PERSON PURPORTING TO BE ACTING

ON BEHALF OF FRANCHISOR REGARDING THE POTENTIAL FUTURE SALES, REVENUES, OR PROFITS WHICH MAY BE DERIVED FROM OPERATION OF FRANCHISOR RESTAURANTS OR DEVELOPMENT OF THE EXCLUSIVE AREA.

SECTION XXII
EFFECTIVE DATE

This Agreement shall be effective as of the date it is executed by Franchisor.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Agreement in triplicate on the day and year first above written.

PIZZA @ USA, Inc.

____________________________ By:__________________________
WITNESS Name:__________________
Title:_________________________

MULTI-UNIT OPERATOR:

____________________________ By:__________________________
WITNESS Name:__________________
Title:_________________________

PIZZA @ USA, Inc.
MULTI-UNIT OPERATOR AGREEMENT

ATTACHMENT "A"

CERTIFICATION BY MULTI-UNIT OPERATOR

The undersigned, personally and as an officer or partner of Multi-Unit Operator, as applicable, does hereby certify that he has conducted an independent investigation of the business contemplated by this Multi-Unit Operator Agreement and the PIZZA @ USA, Inc. Franchise Agreement, and that the decision to execute the Multi-Unit Operator Agreement was based entirely upon the independent investigation by the undersigned; and the undersigned further certifies that he has not relied upon, in any way, any claims regarding potential sales, income, or earnings to be derived from the business contemplated by the Franchise Agreement and Multi-Unit Operator Agreement, and has not relied upon any claims regarding past or current sales, income, or earnings of Franchisor-operated "PIZZA @" Restaurants. The undersigned further certified that he understands the risks involved in this investment and PIZZA @ USA, Inc. makes no representation or guaranty, explicit or implied, that the Multi-Unit Operator will be successful or will recoup his investment.

IN WITNESS WHEREOF, the undersigned has signed, sealed and delivered this Certificate this _____ day of ________, 20__.

________________________________ ________________________________(SEAL)
WITNESS

________________________________ ________________________________(SEAL)
WITNESS

________________________________ ________________________________(SEAL)
WITNESS

Each of the undersigned owns a five percent (5%) or greater beneficial interest in Multi-Unit Operator, each has read this Multi-Unit Operator Agreement, and each agrees to be individually bound by all obligations of Multi-Unit Operator hereunder.

________________________________ ________________________________
WITNESS

________________________________ ________________________________
WITNESS

________________________________ ________________________________

PIZZA @ USA, Inc.
MULTI-UNIT OPERATOR AGREEMENT

ATTACHMENT "B"

WITNESS

GUARANTY

(TO BE EXECUTED ONLY IF MULTI-UNIT OPERATOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP)

In consideration of the execution by PIZZA @ USA, Inc. of the annexed Multi-Unit Operator Agreement, and acknowledging that undersigned will benefit directly or indirectly from the execution thereof, the undersigned, being all of the shareholders, directors, and officers of the Multi-Unit Operator, agree to be jointly and severally bound by and agree to guaranty the performance of all of the terms and conditions of the Multi-Unit Operator Agreement and any amendments thereto or renewals thereof, and do hereby execute this Multi-Unit Operator Agreement for the purpose of binding and obligating themselves to the terms and conditions of the aforesaid Multi-Unit Operator Agreement and any amendments thereto or renewals thereof.

The guarantors hereunder hereby waive notice of termination or default under the Multi-Unit Operator Agreement.

SIGNATURES OF ALL SHAREHOLDERS, DIRECTORS, OFFICERS, MEMBERS, AND PARTNERS, AS APPLICABLE

________________________________ ________________________________(SEAL)
WITNESS

________________________________ ________________________________(SEAL)
WITNESS

________________________________ ________________________________(SEAL)
WITNESS

Each of the undersigned owns a five percent (5%) or greater beneficial interest in Multi-Unit Operator, each has read this Multi-Unit Operator Agreement, and each agrees to be individually bound by all obligations of Multi-Unit Operator hereunder.

________________________________ ________________________________
WITNESS

ATTACHMENT "C"

________________________________ ________________________________
WITNESS

________________________________ ________________________________
WITNESS

TRANSFER OF A FRANCHISE TO
A CORPORATION OR LIMITED LIABILITY COMPANY

The undersigned, an Officer, Director, and Owner of a majority of the issued and outstanding voting stock of the Corporation set forth below, or Members of the issued and outstanding Interests of the Limited Liability Company set forth below, and the Multi-Unit Operator of the Restaurants under an Multi-Unit Operator Agreement executed on the date set forth below, between himself or herself and PIZZA @ USA, Inc., as Franchisor, granting him/her a franchise to operate in the Exclusive Area(s) set forth below, and the other undersigned Directors, Officers, and Shareholders of the Corporation, or the Members of the Limited Liability Company, who together with Multi-Unit Operator constitute all of the Shareholders of the Corporation, or the Members of the Limited Liability Company, in order to induce Franchisor to consent to the assignment of the Multi-Unit Operator Agreement to the Corporation or Limited Liability Company in accordance with the provisions of section XI of the Multi-Unit Operator Agreement, agree as follows:

1. The undersigned Multi-Unit Operator shall remain personally liable in all respects under the Multi-Unit Operator Agreement and all the other undersigned Officers, Directors, and Shareholders of the Corporation, or the Members of the Limited Liability Company, intending to be legally bound hereby, agree jointly and severally to be personally bound by the provisions of the Multi-Unit Operator Agreement including the restrictive covenants contained in Section XII thereof, to the same extent as if each of them were the Multi-Unit Operator set forth in the Multi-Unit Operator Agreement and they jointly and severally personally guarantee all of the Multi-Unit Operator's obligations set forth in said Agreement.

2. The undersigned agree not to transfer any stock in the Corporation, or any interest in the Limited Liability Company, without the prior written approval of the Franchisor and agree that all stock certificates representing shares in the Corporation, or all certificates representing interests in the Limited Liability Company, shall bear the following legend:

> "The shares of stock represented by this certificate are subject to the terms and conditions set forth in a Multi-Unit Operator Agreement dated

ATTACHMENT "D"

____________, 20__ between ______________________ and PIZZA @ USA, Inc."

or

"The ownership interests represented by this certificate are subject to the terms and conditions set forth in a Multi-Unit Operator Agreement dated ____________, 20__ between ______________________ and PIZZA @ USA, Inc."

3. or his designee shall devote his best efforts to the day-to-day operation and development of the Restaurants.

4. hereby agrees to become a party to and to be bound by all of the provisions of the Multi-Unit Operator Agreement executed on the date set forth below between Multi-Unit Operator and PIZZA @ USA, Inc., to the same extent as if it were named as the Multi-Unit Operator herein.

Date of Multi-Unit Operator Agreement: ____

Exclusive Area for Restaurants: ____

WITNESS:

____

As to Paragraph 3:

____
[Name]

____

As to Paragraph 4:

____
[Name]

ATTEST:

____

____
Name of Corp. or Limited Liability Company

By:_______________________ (SEAL)
Title:____________________________

In consideration of the execution of the above Agreement, PIZZA @ USA, Inc. hereby consents to the above referred to assignment on this _____ day of __________________, 20__.

PIZZA @ USA, Inc.

By:______________________________
Name:_____________________
Title:____________________________

PIZZA @ USA, Inc.

MULTI-UNIT OPERATOR AGREEMENT

EXHIBIT "A"

Minimum Performance Schedule

The Agreement authorizes and obliges Multi-Unit Operator to establish and operate ______________ ( ) "PIZZA @" Restaurants pursuant to a Franchise Agreement for each Restaurant. The following is Multi-Unit Operator's Minimum Performance Schedule:

Restaurant Number	Open & Operating On or Before	Payments Made	Balance Due For Store(s)	Due Date
Fees & Deposits for Units ___		**$**	**See Below**	Upon simultaneous Execution of Franchise Agreement and MultiUnit Operator Agreement
1		$25,000.00	$ -0-	Paid in full upon execution of the Franchise Agreement
2		$9,000.00	$9,000.00	On the earlier of (i) the date a lease or purchase agreement for the Restaurant is executed or (ii) ninety (90) days prior to the scheduled opening date for said Restaurant
3		$9,000.00	$9,000.00	On the earlier of (i) the date a lease or purchase agreement for the Restaurant is executed or (ii) ninety (90) days prior to the scheduled opening date for said Restaurant
__				On the earlier of (i) the date a lease or purchase agreement for the Restaurant is executed or (ii) ninety (90) days prior to the scheduled opening date for said Restaurant

APPROVED:

MULTI-UNIT OPERATOR PIZZA @ USA, Inc.

By:___ By:___ Name:___ Name:___ Title:___ Title:

PIZZA @ USA, Inc.

MULTI-UNIT OPERATOR AGREEMENT

EXHIBIT "B"

Exclusive Area

The following describes the Exclusive Area within which Multi-Unit Operator may locate "PIZZA @" Restaurants under this Agreement:

____

____

____

APPROVED:

MULTI-UNIT OPERATOR PIZZA @ USA, Inc.

By:___ By:___ Name:___ Name:___ Title:___ Title:

EXHIBIT "C"

EXISTING RESTAURANTS IN EXCLUSIVE AREA

APPROVED:

MULTI-UNIT OPERATOR PIZZA @ USA, Inc.

By:___ By:___ Name:___ Name:___ Title:___ Title: ___________________________

EXHIBIT C TO THE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

PIZZA @ USA, INC.

FRANCHISE AGREEMENT

____
FRANCHISEE

____
DATE

____
LOCATION & FILE #

TABLE OF CONTENTS

PIZZA @ USA, INC.

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into by and between Pizza @ USA, Inc., a Florida corporation having its principal place of business at 1311 22nd Ave N St. Petersburg, FL 33704 ("Franchisor"), and _________________, a __________ corporation/limited liability company/partnership, having its principal place of business at ___________________________________ ("Franchisee") on the date this Agreement is executed by Franchisor below (the "Effective Date").

W I T N E S S E T H:

WHEREAS, as the result of the expenditure of time, skill, effort, and money, Franchisor and its affiliate have developed and own a unique and distinctive system (hereinafter "System") relating to the establishment and operation of fast-casual restaurants offering a menu specializing in custom-created, artisan pizzas and salads and other authorized foods and beverages on a dine-in, take-out, and catering basis. With Franchisor's advance written consent only, franchisees may also offer delivery services;

WHEREAS, the distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, décor, color scheme, and furnishings; proprietary products, and ingredients; proprietary recipes and special menu items, uniform standards, specifications, and procedures for operations; quality and uniformity of products and services offered; procedures for inventory, management, and financial control; training and assistance; and advertising and promotional programs; all of which may be changed, improved, and further developed by Franchisor from time to time;

WHEREAS, the System is identified by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the mark "Pizza @ Making Pizza Personal" and such other trade names, service marks, and trademarks as are now designated (and may hereafter be designated by Franchisor in writing) for use in connection with the System (hereinafter referred to as "Marks"). The Marks are owned by Franchisor's affiliate, Pizza @ North America, Inc., which has licensed the Marks to Franchisor so that Franchisor may sub-license the Marks to its franchisees;

WHEREAS, Franchisor and its affiliate continue to develop, use, and control the use of such Marks in order to identify for the public the source of services and products marketed thereunder and under the System, and to represent the System's high standards of quality, appearance, and service;

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

WHEREAS, Franchisee desires to use the System in connection with the operation of a restaurant at the location accepted by the Franchisor as herein provided, as well as to receive the training and other assistance provided by Franchisor in connection therewith.

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

ARTICLE I GRANT

1.1 Grant of Franchise

In reliance on the representations and warranties of Franchisee and its Controlling Principals (as defined in Section 19.18) hereunder, Franchisor hereby grants to Franchisee, upon the terms and conditions in this Agreement, the right and license, and Franchisee hereby accepts the right and obligation, to operate a Pizza @ Restaurant under the Marks and the System in accordance with this Agreement ("Restaurant" or "Franchised Business"). Franchisee and the Controlling Principals have represented to Franchisor that they have entered into this Agreement with the intention to comply fully with the obligations to construct a Restaurant hereunder and not for the purpose of reselling the rights to develop the Restaurant hereunder. Franchisee and the Controlling Principals understand and acknowledge that Franchisor has granted such rights in reliance on the business skill, financial capacity, personal character of, and expectations of performance hereunder by, Franchisee and the Controlling Principals and that this Agreement and the rights and obligations hereunder may not be transferred until after the Restaurant is open for business to the public in accordance with Section 2.6, and then only in accordance with Article XVI hereof.

1.2 Accepted Location

The specific street address of the Restaurant location accepted by Franchisor shall be set forth in Attachment A ("Location" or "Accepted Location"). Franchisee shall not relocate the Restaurant without the express prior written consent of Franchisor, which consent shall not be unreasonably withheld. This Agreement does not grant to Franchisee the right or license to operate the Restaurant or to offer or sell any products or services described under this Agreement at or from any other location.

1.3 Relocation

If Franchisee is unable to continue the operation of the Restaurant at the Accepted Location because of the occurrence of a force majeure event (as described in Section 17.1.3(e)), then Franchisee may request approval of Franchisor to relocate the Restaurant to another location in the Territory, as that term is defined below, which approval shall not be unreasonably withheld. Any other relocation outside the Territory or a relocation of the Restaurant not caused by force majeure shall also be subject to Franchisor's prior approval. If Franchisor elects to grant Franchisee the right to relocate the Restaurant, then Franchisee shall comply with the site selection and construction procedures set forth in Article II.

1.4 Territory

Upon the execution of this Agreement, Franchisee will be assigned an exclusive territory (the "Territory") that will also be described in Attachment A. Except as provided in this Agreement, and subject to Franchisee's and the Controlling Principals' material compliance with this Agreement, any other agreement among Franchisee or any of its affiliates (defined for the purposes hereof as any entity that is controlled by, controlling, or under common control with such other entity) and Franchisor, Franchisor shall not establish or authorize any other person or entity, other than Franchisee, to establish a Restaurant in the Territory during the term of this Agreement and any extensions hereof. Franchisee acknowledges and understands that the rights granted hereunder pertain only to the establishment of a Restaurant. Franchisee acknowledges and agrees that Franchisor's affiliates currently operate, or may in the future operate, restaurants under different marks and with operating systems that are the same as or similar to the System, and that any such restaurants might compete with Franchisee's Restaurant. Franchisee further agrees and acknowledges that the license granted hereby is only for the operation of one (1) Restaurant and only at a location approved by Franchisor.

1.5 Franchisor's Reserved Rights

Except as expressly limited by Section 1.4, Franchisor and its affiliates retain all rights with respect to Restaurants, the Marks, and the sale of any products and services outside of Franchisee's Territory, including, without limitation, the right:

1.5.1 to produce, offer, and sell and to grant others the right to produce, offer, and sell the products offered at Restaurants and any other goods displaying the Marks or other trade and service marks through alternative distribution channels, as described below, both within and outside the Territory, and under any terms and conditions Franchisor deems appropriate. "Alternative distribution channels" include, but are not limited to, the Internet, apps, delivery services, catalog sales, telemarketing, or other direct marketing sales;

1.5.2 to operate and to grant others the right to operate Restaurants located outside the Territory under any terms and conditions Franchisor deems appropriate and regardless of proximity to Franchisee's Restaurant;

1.5.3 to operate and to grant others the right to operate Restaurants at non-traditional sites within and outside the Territory under any terms and conditions Franchisor deems appropriate, except that if a Non-Traditional Site is available within the Territory, Franchisor, at its option may, give Franchisee the option to purchase the franchise and develop a Restaurant at the Non-Traditional Site. If provided, Franchisee shall have thirty (30) days after Franchisor notifies Franchisee that the site is available to accept this right of first refusal; and

1.5.4 the right to acquire and operate a business operating one (1) or more restaurants or food service businesses located or operating in the Territory.

As used in this Agreement, Non-Traditional Sites shall include, without limitation, military bases, shopping malls, hotels, high school and college campuses, airports, train and transit stations, travel plazas, toll roads, beaches, parks and other seasonal facilities, government buildings and establishments, prisons, hospitals, convenience stores, cafeterias, snack bars, food halls and markets, farmers markets, trucks, casinos, sports or entertainment venues, arenas, stadiums, and retail restaurant locations being sublet under a lease to a master concessionaire, whether currently existing or constructed or established subsequent to the date hereof.

ARTICLE II
SITE SELECTION, PLANS, AND CONSTRUCTION

2.1 Franchisee's Responsibility to Locate a Site

Franchisee assumes all cost, liability, expense, and responsibility for locating, obtaining, and developing a site for the Restaurant within the Territory, and for constructing and equipping the Restaurant at such site. Franchisee shall not make any binding commitment to a prospective vendor or lessor of real estate with respect to a site for the Restaurant unless the site is accepted by Franchisor as set forth below. Franchisee acknowledges that the location, selection, procurement, and development of a site for the Restaurant is Franchisee's responsibility; that in discharging such responsibility Franchisee shall consult with real estate and other professionals of Franchisee's choosing and those suggested by Franchisor; and that Franchisor's approval of a prospective site and the rendering of assistance in the selection of a site does not constitute a representation, promise, warranty, or guarantee, express or implied, by Franchisor that the Restaurant operated at that site will be profitable or otherwise successful.

2.2 Site Selection

2.2.1 Prior to acquiring, by lease or purchase, a site for the Restaurant, but within ninety (90) days of the date this Agreement is executed, Franchisee shall locate a site for the Restaurant that satisfies the site selection guidelines provided to Franchisee by Franchisor, pursuant to Section 5.1, and shall submit to Franchisor in the form specified by Franchisor a description of the site, including evidence reasonably satisfactory to Franchisor demonstrating that the site satisfies Franchisor's site selection guidelines, together with such other information and materials as Franchisor may reasonably require, including, but not limited to, a letter of intent or other evidence satisfactory to Franchisor which confirms Franchisee's favorable prospects for obtaining the site. Franchisor shall have thirty (30) days after receipt of this information and materials to approve or disapprove, in its sole discretion, the proposed site as the location for the Restaurant. At Franchisee's request, Franchisor shall provide one (1) on-site evaluation of the proposed location for the Restaurant, and Franchisee shall pay to Franchisor its then-current fee for the on-site evaluation and reimburse Franchisor for its expenses, including, but not limited to, research reports, travel, lodging, and meals. No site may be used for the location of the Restaurant unless it is first accepted in writing by Franchisor. Franchisee acknowledges and agrees that Franchisor's approval of a location for the Restaurant is not a warranty or guaranty, express or implied, that Franchisee will achieve any particular level of success at the location or that Franchisee's Restaurant will be profitable. Franchisor's approval of a location for the Restaurant only signifies that the location meets Franchisor's then-current minimum criteria for a Pizza @ Restaurant.

2.2.2 If Franchisee elects to purchase the premises for the Restaurant, Franchisee shall submit a copy of the proposed contract of sale to Franchisor for its written approval prior to its execution and shall furnish to Franchisor a copy of the executed contract of sale within ten (10) days after execution. If Franchisee will occupy the premises of the Restaurant under a lease or sublease, Franchisee shall submit a copy of the lease or sublease to Franchisor for written approval prior to its execution and shall furnish to Franchisor a copy of the executed lease or sublease within ten (10) days after execution. No lease or sublease for the Restaurant premises shall be accepted by Franchisor unless a Collateral Assignment of Lease, prepared by Franchisor and executed by Franchisor, Franchisee, and the lessor or sublessor, in substantially the same form attached as Attachment B, is attached to the lease and incorporated therein. Franchisor shall have ten (10) days after receipt of the lease, sublease, or the proposed contract of sale to either approve or disapprove such documentation prior to its execution.

2.2.3 After a location for the Restaurant is accepted by Franchisor and acquired by Franchisee pursuant to this Agreement, the location shall be described in Attachment A.

2.3 Zoning Clearances, Permits, and Licenses

Franchisee shall be responsible for obtaining all zoning classifications and clearances which may be required by state or local laws, ordinances, or regulations or which may be necessary as a result of any restrictive covenants relating to the Restaurant premises. Prior to beginning the construction of the Restaurant, Franchisee shall (i) obtain all permits, licenses, and certifications required for the lawful construction or remodeling and operation of the Restaurant; and (ii) certify in writing to Franchisor that the insurance coverage specified in Article XII is in full force and effect and that all required approvals, clearances, permits, and certifications have been obtained. Upon written request, Franchisee shall provide to Franchisor additional copies of Franchisee's insurance policies or certificates of insurance and copies of all such approvals, clearances, permits, and certifications.

2.4 Design of Restaurant

Franchisee must obtain any architectural, engineering, and design services it deems necessary for the construction of the Restaurant at its own expense from an architectural design firm approved by Franchisor, which approval shall not be unreasonably withheld. Franchisee shall adapt the prototypical architectural and design plans and specifications for construction of the Restaurant provided to Franchisee by Franchisor in accordance with Section 5.3 as necessary for the construction of the Restaurant and shall submit such adapted plans to Franchisor for its review. If Franchisor determines, in its reasonable discretion, that any such plans are not consistent with the best interests of the System, Franchisor may prohibit the implementation of such plans, and in this event will notify Franchisee of any objection(s) within ten (10) days of receiving such plans. If Franchisor fails to notify Franchisee of an objection to the plans within this time period, Franchisee may use such plans. If Franchisor objects to any such plans, it shall provide Franchisee with a reasonably detailed list of changes necessary to make the plans acceptable. Franchisor shall, upon a re-submission of the plans with such changes, notify Franchisee within ten (10) days of receiving the resubmitted plans whether the plans are acceptable. If Franchisor fails to notify Franchisee in writing of any objection within such time period, Franchisee may use the resubmitted plans. Franchisee acknowledges that Franchisor's review of such plans relates only to compliance with the System and that acceptance by Franchisor of such plans does not constitute a representation, warranty, or guarantee, express or implied, by Franchisor that such plans are accurate or free of error concerning their design or structural application.

2.5 Build-Out of Restaurant

Franchisee shall commence and diligently pursue construction or remodeling (as applicable) of the Restaurant. Commencement of construction shall be defined as the time at which any site work is initiated by or on behalf of Franchisee at the location accepted for the Restaurant. Site work includes, without limitation, paving of parking areas, installing outdoor lighting and sidewalks, storefront and signage, extending utilities, demising of interior walls, and demolishing of any existing premises. During the time of construction or remodeling, Franchisee shall provide Franchisor with such periodic reports regarding the progress of the construction or remodeling as may be reasonably requested by Franchisor. In addition, Franchisor may make such on-site inspections as it may deem reasonably necessary to evaluate such progress. Franchisee shall notify Franchisor of the scheduled date for completion of construction or remodeling no later than thirty (30) days prior to such date. Within a reasonable time after the date of completion of construction or remodeling, Franchisor may, at its option, conduct an inspection of the completed Restaurant. Franchisee acknowledges and agrees that Franchisee will not open the Restaurant for business without the written authorization of Franchisor and that authorization to open shall be conditioned upon Franchisee's strict compliance with this Agreement.

2.6 Opening Date; Time is of the Essence

Franchisee acknowledges that time is of the essence. Subject to Franchisee's compliance with the conditions stated below, Franchisee shall open the Restaurant and commence business within six (6) months after Franchisee obtains possession of the Approved Location, unless Franchisee obtains an extension of such time period from Franchisor in writing. The date the Restaurant actually opens for business to the public is herein called the "Opening Date." Prior to opening, Franchisee shall complete all exterior and interior preparations for the Restaurant and must obtain all required permits from appropriate municipalities and government authorities hereto, including installation of equipment, fixtures, furnishings, and signs, pursuant to the plans and specifications reasonably approved by Franchisor, and shall comply with all of its other pre-opening obligations, including, but not limited to, those obligations described in Sections 6.2 through 6.7, to Franchisor's reasonable satisfaction. If Franchisee fails to reasonably comply with any of such obligations, except for delay caused by a force majeure act as described in Section 17.1.3(e), Franchisor shall have the right to prohibit Franchisee from commencing business. Franchisee's failure to open the Restaurant and commence business in accordance with the foregoing shall be deemed an event of material default under this Agreement.

ARTICLE III
TERM AND RENEWAL

3.1 Term

Unless sooner terminated as provided in Article XVII hereof, the term of this Agreement shall continue from the date stated on the first page hereof for a period of ten (10) years.

3.2 Renewal

This Agreement shall automatically renew for an additional term of ten (10) years, as set forth in this Section 3.2.

3.2.1 Franchisee shall have been, throughout the Initial Term of this Agreement, in substantial compliance, and at the expiration of such initial term is in full compliance, with this Agreement, Franchisee's lease or sublease, and all other agreements between the Franchisee and the Franchisor or companies associated or affiliated with the Franchisor.

3.2.2 Franchisor shall, within two hundred seventy (270) days before the expiration of the Initial Term, provide Franchisee with any documents that Franchisee is required to execute for the renewal term, which documents may include, but are not limited to, a general release, Franchisor's thencurrent Franchise Agreement, and all other ancillary agreements, instruments, and documents then customarily used by the Franchisor in the granting of Restaurant franchises (all of which will contain terms substantially the same as those herein contained, except with respect to fees to be paid to Franchisor, which fees shall be the same as those Franchise Agreements being executed at the time of renewal, and which will not obligate the Franchisee to pay a further initial franchise fee).

3.2.3 Franchisee shall execute the renewal Franchise Agreement and all other documents and instruments that Franchisor requires in order to renew this Agreement. Franchisee shall return the executed documents to Franchisor, together with payment of Franchisor's then-current renewal fee, by no later than the expiration date of this Agreement. If Franchisor does not receive the executed documents and renewal fee by such expiration date, then this Agreement shall expire, Franchisee shall have no further rights under this Agreement, and Franchisee shall comply with the provisions of Article XVIII and any other provisions that survive termination or expiration of this Agreement.

3.2.4 After Franchisor has received from Franchisee all executed renewal documents and the renewal fee, Franchisor shall inspect Franchisee's Restaurant to determine the extent of any required updating, remodeling, redecorating, or other refurbishment for the Restaurant in order to bring the Restaurant up to Franchisor's then-current image and standards for new Pizza @ Restaurants. Franchisor will provide notice to Franchisee of the modifications Franchisee shall be required to make and Franchisee shall have four (4) months from the date of such notice to effectuate such modifications. If Franchisee fails or refuses to make the required modifications, Franchisor shall have the right to terminate the Renewal Franchise Agreement.

3.3 Refusal to Renew Franchise Agreement

Franchisor can refuse to renew Franchisee's franchise if Franchisee's lease, sublease, or other document by which Franchisee has the right to occupy the Restaurant Premises is not extended before Franchisee's renewal term is to take effect to cover the period of the renewal or if Franchisee does not have a written commitment from its landlord to renew the lease or sublease for a period at least equal to the renewal term.

3.4 Renewal Under Law

Even though Franchisor declines the renewal of Franchisee's franchise, it is possible that Franchisor can be required to renew it under a law, rule, regulation, statute, ordinance, or legal order that is applicable at the time. If that happens, to the extent it is allowed by the concerned law, rule, regulation, statute, ordinance, or order, Franchisee's renewal term will be subject to the conditions of the Franchise Agreement Franchisor is using for new franchisees at the time the renewal period begins. If Franchisor is not then offering new franchises, Franchisee's renewal period will be subject to the terms in the Franchise Agreement that Franchisor indicates. If for any reason that is not allowed, the renewal term will be governed by the terms of this Agreement.

3.5 Franchisee's Election Not to Renew

For the purposes hereof, the Franchisee shall be deemed to have irrevocably elected not to renew the franchise hereunder (and the option to do so shall thereupon terminate) if the Franchisee fails to execute and return to the Franchisor its then-standard Franchise Agreement and other ancillary documents required by the Franchisor for a renewal franchise, or if Franchisee provides written notice to Franchisor within the final sixty (60) days of the Initial Term indicating that Franchisee does not wish to renew this Agreement.

ARTICLE IV
FEES

4.1 Initial Franchise Fee

Franchisee shall pay to Franchisor an initial franchise fee of twenty-five thousand dollars ($25,000.00) which shall be paid upon the execution of this Agreement. The amount of the initial franchise fee when so paid shall be deemed fully earned in consideration of the administrative and other expenses incurred by Franchisor in granting the franchise hereunder and for its lost or deferred opportunity to grant such franchise to any other party. The initial franchise fee is not refundable, in whole or in part, under any circumstances.

4.2 Royalty Fees

4.2.1 During the term of this Agreement, Franchisee shall pay to Franchisor, in partial consideration for the rights herein granted, a continuing weekly royalty fee of four and one-half percent (4.5%) of Gross Sales. Such royalty fee shall be due and payable each week based on the Gross Sales for the preceding week ending Sunday so that it is received by Franchisor by electronic funds transfer on or before the Wednesday following the end of each week, provided that such day is a business day. If the date on which such payments would otherwise be due is not a business day, then payment shall be due on the next business day. Upon request, monthly billing of fees may be approved, at Franchisor's discretion and approval will not be unreasonably withheld and approved monthly payments will be due payable upon receipt of invoice.

4.2.2 Each such royalty fee shall be preceded by a royalty report itemizing the Gross Sales for the preceding week (or month) ending Sunday ("Royalty Report") and any other reports required hereunder. Notwithstanding the foregoing, Franchisee shall provide Franchisor with such Gross Sales information on the Monday of each week (or next business day if the Monday is not a business day) by cloud, email, app, or, if not reasonably available, by facsimile transmission or such other method of delivery as Franchisor may reasonably direct.

4.2.3 If any state imposes a sales or other tax on the Royalty Fees, then Franchisor has the right to collect this tax from Franchisee.

4.3 Advertising Fee

In addition to the royalty fee described in Section 4.2 above, Franchisee agrees to pay to Franchisor an advertising fee in an amount not to exceed three percent (3%), such amount to be determined at Franchisor's discretion, of the Restaurant's Gross Sales. Such advertising fee shall be contributed to an Advertising Fund maintained by Franchisor, as described in Section 8.3 below. If the Advertising Fund has not yet been established when this Agreement is executed by Franchisee and Franchisor, then Franchisee shall begin paying this advertising fee upon thirty (30) days' advance notice from Franchisor that the Advertising Fund has been established. The advertising fee is payable to Franchisor at the same time and in the same manner as the royalty fee.

4.4 Payments to Franchisor

By executing this Agreement, Franchisee agrees that Franchisor shall have the right to withdraw funds from Franchisee's designated bank account, debit card or other financial account each week by electronic funds transfer ("EFT") in the amount of the royalty fee, advertising fee, and any other payments due to Franchisor and/or its affiliates. If Franchisee does not report the Restaurant's Gross Sales, Franchisor may debit Franchisee's account for one hundred twenty percent (120%) of the last royalty fee and advertising fee that it debited. If the royalty fee and advertising fee Franchisor debits are less than the royalty fee Franchisee actually owes to Franchisor, Franchisor will debit Franchisee's account for the balance on a day Franchisor specifies. If the royalty fee and advertising fee Franchisor debits are greater than the royalty fee Franchisee actually owes, Franchisor will credit the excess against the amount it otherwise would debit from Franchisee's account during the following week. Franchisee shall, upon execution of this Agreement or at any time thereafter at Franchisor's request, execute such documents or forms as Franchisor determines are necessary for Franchisor to process EFTs from Franchisee's designated bank account for the payments due hereunder. If royalty fee payments are not received when due, interest may be charged by Franchisor in accordance with Section 4.5 below. Upon written notice to Franchisee, Franchisee may be required to pay such royalty fees directly to Franchisor in lieu of EFT, at Franchisor's sole discretion.

4.5 Interest on Overdue Amounts

Franchisee shall not be entitled to withhold payments due Franchisor under this Agreement on grounds of alleged non-performance by Franchisor hereunder. Any payment or report not actually received by Franchisor on or before its due date shall be deemed overdue. Time is of the essence with respect to all payments to be made by Franchisee to Franchisor. All unpaid obligations under this Agreement shall bear interest from the date due until paid at the lesser of (i) eighteen percent (18%) per annum; or (ii) the maximum rate allowed by applicable law. Notwithstanding anything to the contrary contained herein, no provision of this Agreement shall require the payment or permit the collection of interest in excess of the maximum rate allowed by applicable law. If any excess of interest is provided for herein or shall be adjudicated to be so provided in this Agreement, the provisions of this paragraph shall govern and prevail, and neither Franchisee nor its Controlling Principals shall be obligated to pay the excess amount of such interest. If for any reason interest in excess of the maximum rate allowed by applicable law shall be deemed charged, required or permitted, any such excess shall be applied as a payment and reduction of any other amounts which may be due and owing hereunder, and if no such amounts are due and owing hereunder then such excess shall be repaid to the party that paid such interest.

4.6 Definition of Gross Sales

For the purposes of determining the royalty fees to be paid hereunder, "Gross Sales" shall mean the total selling price of all services and products and all income of every other kind and nature related to the Restaurant (including, without limitation, income related to catering and delivery activities, and any sales or orders of food products or food preparation services provided from or related to the Restaurant), whether for cash or credit and regardless of collection in the case of credit. In the event of a cash shortage, the amount of Gross Sales shall be determined based on the records of the electronic cash register system and any cash shortage shall not be considered in the determination. Gross Sales shall expressly exclude the following:

4.6.1 Receipts from the operation of any public telephone installed in the Restaurant, or products from vending machines located at the Restaurant, except for any amount representing Franchisee's share of such revenues;

4.6.2 Sums representing sales taxes collected directly from customers, based upon present or future laws of federal, state, or local governments, collected by Franchisee in the operation of the Restaurant, and any other tax, excise, or duty which is levied or assessed against Franchisee by any federal, state, municipal, or local authority, based on sales of specific merchandise sold at or from the Restaurant, provided that such taxes are actually transmitted to the appropriate taxing authority; and

4.6.3 Proceeds from isolated sales of trade fixtures not constituting any part of Franchisee's products and services offered for resale at the Restaurant nor having any material effect upon the ongoing operation of the Restaurant required under this Agreement.

4.6.4 Franchisor may, from time to time, authorize certain additional items to be excluded from Gross Sales. Any such permission may be revoked or withdrawn at any time in writing by Franchisor in its discretion. In addition to the foregoing, the following are included within the definition of Gross Sales:

a. The full value of meals furnished to Franchisee's employees as an incident to their employment except that the value of any discounts extended to such employees may be credited against Gross Sales during the week in which the meals were furnished for the purpose of determining the amount of Gross Sales upon which the royalty fee is due; and

b. All proceeds from the sale of coupons, gift certificates, or vouchers; provided that at the time such coupons, gift certificates, or vouchers are redeemed the retail price thereof shall be added to Gross Sales during the week in which such coupon, gift certificate, or voucher is redeemed for the purpose of determining the amount of Gross Sales upon which the royalty fee is due.

4.7 Technology Fee

Franchisee shall pay to Franchisor or its designated supplier its then-current annual technology fee of seven hundred fifty dollars ($750) for the development and maintenance of a web page and upcoming technologies for Franchisee's Restaurant.

4.8 Payment of Additional Fees

Franchisee shall pay such other fees or amounts described in this Agreement.

ARTICLE V
FRANCHISOR'S OBLIGATIONS

Franchisor agrees to provide the services described below with regard to the Restaurant:

5.1 Site Selection Assistance

Franchisor's written site selection guidelines and such site selection assistance as Franchisor may deem advisable.

5.2 On-Site Evaluation

At Franchisee's request, Franchisor shall provide an on-site evaluation of Franchisee's proposed location. Franchisee agrees to pay Franchisor's then-current location assistance fee and to reimburse Franchisor's expenses in providing such assistance or evaluation, including, but not limited to, research reports, travel, lodging, and meals for its representative. Franchisor reserves the right to not conduct an onsite evaluation until Franchisor receives all required information and materials concerning such site prepared pursuant to Article II.

5.3 Prototype Design Plans

On loan, one (1) set of prototypical architectural and design plans and specifications for a Restaurant. Franchisee shall independently, and at Franchisee's expense, have such architectural and design plans and specifications adapted for construction of the Restaurant in accordance with Article II.

5.4 Confidential Operations Manual

On loan, one (1) set of Confidential Operations Manuals and such other manuals and written materials as Franchisor shall have developed for use in the Franchised Business (as the same may be revised by Franchisor from time to time, the "Manuals"), as more fully described in Section 10.1. The Manuals may, in Franchisor's discretion, be provided electronically or via an intranet website for all Pizza @ Restaurants in the System.

5.5 Visits and Evaluations

Visits to the Restaurant and evaluations of the products sold and services rendered therein from time to time as reasonably determined by Franchisor, as more fully described in Section 7.5.6.

5.6 Advertising and Promotional Materials

Certain advertising and promotional materials and information developed by Franchisor and/or its affiliate from time to time for use by Franchisee in marketing and conducting local advertising for the Restaurant at a reasonable cost to Franchisee. Franchisor shall have the right to review and approve or disapprove all advertising and promotional materials that Franchisee proposes to use, pursuant to Article VIII.

5.7 Management and Operations Advice

Advice and written materials concerning techniques of managing and operating the Restaurant from time to time developed by Franchisor, including new developments and improvements in Restaurant equipment, food products, and the packaging and preparation thereof and menu items.

5.8 Products for Resale

From time to time and at Franchisor's reasonable discretion, at a reasonable cost, make available for resale to Franchisee's customers certain merchandise identifying the System, such as logoed merchandise and memorabilia, in sufficient amounts to meet customer demand. Franchisor may specify that Franchisee must purchase such merchandise from Franchisor, its affiliate, or another designated supplier.

5.9 Approved Suppliers

A list of approved suppliers as described in Section 7.4 from time to time as Franchisor deems appropriate.

5.10 Initial Training Program

An initial training program for Franchisee's General Manager and other Restaurant personnel and other training programs in accordance with the provisions of Sections 6.4.1, 6.4.2, and 6.4.4.

5.11 Opening Assistance

On-site opening assistance at the Restaurant in accordance with the provisions of Section 6.4.3.

5.12 Advertising Fund

Establishment and administration of an advertising fund and/or advertising cooperatives in accordance with Article VIII.

ARTICLE VI
FRANCHISEE'S AGREEMENTS, REPRESENTATIONS, WARRANTIES, AND COVENANTS

6.1 Use Commercially Reasonable Efforts

Each of Franchisee and the Controlling Principals covenants and agrees that they shall make all commercially reasonable efforts to operate the Restaurant so as to achieve optimum sales.

6.2 Representations of Corporate Entity

If Franchisee is a corporation, limited liability company, or partnership, Franchisee and the Controlling Principals represent, warrant, and covenant that:

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

6.2.2 Franchisee is duly qualified and is authorized to do business in each jurisdiction in which its business activities or the nature of the properties owned by it require such qualification;

6.2.3 Franchisee's corporate charter, operating agreement, or written partnership agreement shall at all times provide that the activities of Franchisee are confined exclusively to the operation of the Restaurant, unless otherwise consented to in writing by Franchisor;

6.2.4 The execution of this Agreement and the consummation of the transactions contemplated hereby are within Franchisee's corporate power, if Franchisee is a corporation, or if Franchisee is a limited liability company, permitted under its operating agreement, or if Franchisee is a partnership, permitted under Franchisee's written partnership agreement and have been duly authorized by Franchisee;

6.2.5 If Franchisee is a corporation or a limited liability company, copies of Franchisee's articles of incorporation, bylaws, operating agreement, other governing documents, any amendments thereto, resolutions of the Board of Directors authorizing entry into and performance of this Agreement, and any certificates, buy-sell agreements, or other documents restricting the sale or transfer of stock of the corporation, and any other documents as may be reasonably required by Franchisor shall be furnished to Franchisor prior to the execution of this Agreement; or, if Franchisee is a partnership, copies of Franchisee's written partnership agreement, other governing documents, and any amendments thereto shall be furnished to Franchisor prior to the execution of this Agreement, including evidence of consent or approval of the entry into and performance of this Agreement by the requisite number or percentage of partners, if such approval or consent is required by Franchisee's written partnership agreement;

6.2.6 If Franchisee is a corporation, partnership, or other form of legal entity other than an individual, the ownership interests in Franchisee are accurately and completely described in Attachment C. Further, if Franchisee is a corporation, Franchisee shall maintain at all times a current list of all owners of record and all beneficial owners of any class of voting securities in Franchisee or, if Franchisee is a partnership or other form of legal entity, Franchisee shall maintain at all times a current list of all owners of an interest in the partnership or entity. Franchisee shall immediately provide a copy of the updated list of all owners to Franchisor upon the occurrence of any change of ownership and otherwise make its list of owners available to Franchisor upon reasonable written request;

6.2.7 If Franchisee is a corporation, Franchisee shall maintain stop-transfer instructions against the transfer on its records of any of its equity securities and each stock certificate representing stock of the corporation shall have conspicuously endorsed upon it a statement in a form satisfactory to Franchisor that it is held subject to all restrictions imposed upon assignments by this Agreement; provided, however, that the requirements of this Section shall not apply to the transfer of equity securities of a publicly held corporation (as defined in Section 19.18). If Franchisee is a partnership or limited liability company, its written agreement shall provide that ownership of an interest in the entity is held subject to all restrictions imposed upon assignments by this Agreement;

6.2.8 Franchisee must have provided Franchisor with the most recent financial statements of Franchisee. Such financial statements present fairly the financial position of Franchisee, at the dates indicated therein and with respect to Franchisee, the results of its operations and its cash flow for the years then ended. Franchisee agrees that it shall maintain at all times, during the term of this Agreement, sufficient working capital to fulfill its obligations under this Agreement. Each of the financial statements mentioned above shall be certified as true, complete, and correct and shall have been prepared in conformity with generally accepted accounting principles applicable to the respective periods involved and, except as expressly described in the applicable notes, applied on a consistent basis. No material liabilities, adverse claims, commitments, or obligations of any nature exist as of the date of this Agreement, whether accrued, unliquidated, absolute, contingent, or otherwise, which are not reflected as liabilities on the financial statements of Franchisee.

6.2.9 If, after the execution of this Agreement, any person ceases to qualify as one of Franchisee's Principals (defined in Section 19.18) or if any individual succeeds to or otherwise comes to occupy a position which would, upon designation by Franchisor, qualify him as one of Franchisee's Principals, Franchisee shall notify Franchisor within ten (10) days after any such change and, upon designation of such person by Franchisor as one of Franchisee's Principals or as a Controlling Principal, as the case may be, such person shall execute such documents and instruments (including, as applicable, this Agreement) as may be required by Franchisor to be executed by others in such positions;

6.2.10 Franchisee's Principals shall each execute and bind themselves to the confidentiality and non-competition covenants set forth in the Confidentiality Agreement and Ancillary Covenants Not to Compete which forms Attachment D to this Agreement (see Sections 10.2.2 and 10.3.4). The Controlling Principals shall, jointly and severally, guarantee Franchisee's performance of all of Franchisee's obligations, covenants, and agreements hereunder pursuant to the terms and conditions of the guaranty contained herein, and shall otherwise bind themselves to the terms of this Agreement as stated herein; and

6.2.11 Franchisee and the Controlling Principals acknowledge and agree that the representations, warranties, and covenants set forth above in Sections 6.2.1 through 6.2.10 are continuing obligations of Franchisee and the Controlling Principals, as applicable, and that any failure to comply with such representations, warranties, and covenants shall constitute a material event of default under this Agreement. Franchisee and the Controlling Principals will cooperate with Franchisor in any efforts made by Franchisor to verify compliance with such representations, warranties, and covenants.

6.3 General Manager

Franchisee shall designate and retain at all times a general manager ("General Manager") to direct the operation and management of the Restaurant. The General Manager shall be responsible for the daily operation of the Restaurant and may be one of the Controlling Principals. The General Manager shall, during the entire period he serves as General Manager, meet the following qualifications:

6.3.1 The General Manager shall satisfy Franchisor's educational and business experience criteria as set forth in the Manuals as defined herein or otherwise in writing by Franchisor;

6.3.2 The General Manager shall devote full time and best efforts to the supervision and management of the Restaurant;

6.3.3 The General Manager shall be an individual acceptable to Franchisor; and

6.3.4 The General Manager shall satisfy the training requirements set forth in Section 6.4. If, during the term of this Agreement, the General Manager is not able to continue to serve in such capacity or no longer qualifies to act as such in accordance with this Section, Franchisee shall promptly notify Franchisor and designate a replacement within sixty (60) days after the General Manager ceases to serve, such replacement being subject to the same qualifications listed above (including completing all training and obtaining all certifications required by Franchisor). Franchisee shall provide for interim management of the Restaurant until such replacement is so designated, such interim management to be conducted in accordance with the terms of this Agreement. Any failure to materially comply with the requirements of this Section 6.3 shall be deemed a material event of default under Section 17.1.3(o) hereof.

6.4 Training

Franchisee agrees that it is necessary to the continued operation of the System and the Restaurant that Franchisee's General Manager receive such training as Franchisor may reasonably require, and accordingly agrees as follows:

6.4.1 Not later than sixty (60) days prior to the Opening Date, Franchisee, its General Manager, and one (1) additional employee [for a maximum of three (3) persons] shall attend and complete, to Franchisor's reasonable satisfaction, Franchisor's initial training program, including classroom training and training in an operating Restaurant at such location(s) as may be designated by Franchisor. Franchisor shall provide instructors and training materials for the initial training program at no additional charge to Franchisee; provided that Franchisor shall have the right to charge a reasonable fee for such training of any additional managers or Restaurant personnel.

Franchisor shall determine, in its reasonable discretion, whether Franchisee and/or the General Manager have satisfactorily completed initial training. If the initial training program is (a) not completed within the timeframe required by Franchisor, (b) not satisfactorily completed by the General Manager, or (c) if Franchisor, in its reasonable business judgment, based upon the performance of the General Manager, determines that the training program cannot be satisfactorily completed by any such person, Franchisee shall designate a replacement to satisfactorily complete such training. Any General Manager subsequently designated by Franchisee shall also receive and complete such initial training. Franchisor reserves the right to charge a reasonable fee for any initial training provided by Franchisor to any initial General Manager or any other Restaurant personnel for any initial training provided to a replacement or successor General Manager. Franchisee shall be responsible for any and all expenses incurred by Franchisee, its General Manager, and other Restaurant personnel in connection with any initial training program, including, without limitation, costs of travel, lodging, meals, and wages.

6.4.2 In connection with the opening of the Restaurant, Franchisor shall provide Franchisee with opening assistance by a trained representative of Franchisor or its designee. The trainer will provide on-site pre-opening and opening training, supervision, and assistance to Franchisee for a period of up to seven (7) days around the Restaurant's opening. Franchisee agrees to reimburse the expenses incurred by Franchisor's representative in providing such opening assistance, including, but not limited to, travel, lodging, and meals.

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

6.4.4 Franchisor reserves the right to conduct additional or refresher training programs, seminars and other related activities regarding the operation of the Restaurant. Such training programs and seminars may be offered to Franchisee, its General Manager, or other Restaurant personnel generally, and Franchisor may designate that such training programs and seminars are mandatory for Franchisee's General Manager and other Restaurant personnel.

6.5 Franchisee Meetings

Franchisor reserves the right to hold meetings for all franchisees and other Pizza @ Restaurant operators, which meetings shall not occur more frequently than annually. Franchisor shall not be required to hold such meetings until it believes it is prudent to do so. These meetings may be used to provide additional training, introduce new products or changes to the System, or for other reasons. Franchisor reserves the right to designate that attendance at any franchisee meeting is mandatory for Franchisee and/or its General Manager. Franchisor may use money from the Advertising Fund to pay for the cost of presenting the annual meeting. Franchisee shall pay for all of the expenses incurred by its attendees at the meeting, including travel, lodging, meals, and wages.

6.6 Hiring Practices

Franchisee and the Controlling Principals understand that compliance by all franchisees and developers operating under the System with Franchisor's training, development and operational requirements is an essential and material element of the System and that Franchisor and franchisees and developers operating under the System consequently expend substantial time, effort and expense in training management personnel for the development and operation of their respective Restaurants. Accordingly, Franchisee and the Controlling Principals agree that if Franchisee or any Controlling Principal shall, during the term of this Agreement, designate as General Manager or employ in a managerial position any individual who is at the time or was within the preceding ninety (90) days employed in a managerial or supervisory position by Franchisor, including, but not limited to, individuals employed to work in Restaurants operated by Franchisor or by any other franchisee, then such former employer of such individual shall be entitled to be compensated for the reasonable costs and expenses, of whatever nature or kind, incurred by such employer in connection with the training of such employee. The parties hereto agree that such expenditures may be uncertain and difficult to ascertain and therefore agree that the compensation specified herein reasonably represents such expenditures and is not a penalty. An amount equal to the compensation of such employee for the six (6) month period (or such shorter time, if applicable) immediately prior to the termination of his employment with such former employer shall be paid by Franchisee to the former employer prior to such individual assuming the position of General Manager or other managerial position unless otherwise agreed with the former employer. In seeking any individual to serve as General Manager or in such other managerial position, Franchisee and the Controlling Principals shall not discriminate in any manner whatsoever to whom the provisions of this Section apply, on the basis of the compensation required to be paid hereunder, if Franchisee or any Controlling Principal designates or employs such individual. The parties hereto expressly acknowledge and agree that no current or former employee of Franchisor, Franchisee, or of any other entity operating under the System shall be a third-party beneficiary of this Agreement or any provision hereof. Notwithstanding the above, solely for purposes of bringing an action to collect payments due under this Section, such former employer shall be a third-party beneficiary of this Section 6.6. Franchisor hereby expressly disclaims any representations and warranties regarding the performance of any employee or former employee of Franchisor, or any franchisee or developer under the System who is designated as Franchisee's General Manager or employed by Franchisee or any of the Controlling Principals in any capacity, and Franchisor shall not be liable for any losses, of whatever nature or kind, incurred by Franchisee or any Controlling Principal in connection therewith.

6.7 Compliance with Laws

Franchisee shall comply with all requirements of federal, state, and local laws, rules, regulations, and orders, including but not limited to obtaining the appropriate licenses and permits required by Franchisee's local or state government. Franchisee shall comply with all requirements of its landlord's rules, regulations, and orders, including but not limited to adhering to policies and procedures set forth in its landlord's lease.

Franchisee and its Principals agree to comply, and to assist Franchisor to the fullest extent possible in its efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, Franchisee and its Principals certify, represent, and warrant that none of Franchisee's property or interests is subject to being blocked under, and that Franchisee and its Principals otherwise are not in violation of, any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by Franchisee or its Principals, or any blocking of Franchisee's or its Principals' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement.

6.8 Compliance with All Other Obligations

Franchisee shall comply with all other requirements and perform such other obligations as provided hereunder.

ARTICLE VII
FRANCHISE OPERATIONS

7.1 Compliance with Standards

Franchisee understands the importance of maintaining uniformity among all of the Restaurants and the importance of complying with all of Franchisor's standards and specifications relating to the operation of the Restaurant.

7.2 Maintenance of Restaurant

Franchisee shall maintain the Restaurant in a high degree of sanitation, repair, and condition, and in connection therewith shall make such additions, alterations, repairs, and replacements thereto (but no others without Franchisor's prior written consent) as may be required for that purpose, including, without limitation, such periodic repainting or replacement of obsolete signs, furnishings, equipment (including, but not limited to, electronic cash register or computer hardware and software systems), and décor as Franchisor may reasonably direct in order to maintain system-wide integrity and uniformity. Franchisee shall also obtain, at Franchisee's cost and expense, any new or additional equipment (including point of sale or computer hardware and software systems), fixtures, supplies, and other products and materials which may be reasonably required by Franchisor for Franchisee to offer and sell new menu items from the Restaurant or to provide the Restaurant services by alternative means, such as through catering or delivery arrangements. Except as may be expressly provided in the Manuals, no material alterations or improvements or changes of any kind in design, equipment, signs, interior or exterior décor items, fixtures, or furnishings shall be made in or about the Restaurant or its premises without the prior written approval of Franchisor, which shall not be unreasonably withheld.

7.3 Remodeling and Redecorating

To assure the continued success of the Restaurant, Franchisee shall, upon the request of Franchisor, remodel and/or redecorate the Restaurant premises, equipment (including point of sale or computer hardware and software systems), signs, interior and exterior décor items, fixtures, furnishings, supplies, and other products and materials required for the operation of the Restaurant to Franchisor's then-current system-wide standards and specifications. Franchisor agrees that it shall not request such remodeling and/or redecorating more frequently than every five (5) years during the term of this Agreement, except that if the Restaurant franchise is transferred pursuant to Article XIV, Franchisor may request that the transferee remodel and/or redecorate the Restaurant premises as described herein.

7.4 Approved Suppliers

Franchisee shall comply with all of Franchisor's standards and specifications relating to the purchase of all food and beverage items, ingredients, supplies, materials, fixtures, furnishings, equipment (including electronic cash register and computer hardware and software systems), and other products used or offered for sale at the Restaurant. Except as provided in Sections 7.6 and 7.7 with respect to certain materials bearing the Marks and proprietary products, Franchisee shall obtain such items from suppliers (including manufacturers, distributors, and other sources) who continue to demonstrate the ability to meet Franchisor's then-current standards and specifications for food and beverage items, ingredients, supplies, materials, fixtures, furnishings, equipment, and other items used or offered for sale at Restaurants and who possess adequate quality controls and capacity to supply Franchisee's needs promptly and reliably; and who have been approved in writing by Franchisor prior to any purchases by Franchisee from any such supplier; and who have not thereafter been disapproved by Franchisor.

If Franchisee desires to purchase, lease, or use any products or other items from an unapproved supplier, Franchisee shall submit to Franchisor a written request for such approval, or shall request the supplier itself to do so, together with Franchisor's then-current fee for evaluation and testing. Franchisee shall not purchase or lease from any supplier until and unless such supplier has been approved in writing by Franchisor. Franchisor shall have the right to require that its representatives be permitted to inspect the proposed supplier's facilities, and that samples from the supplier be delivered, either to Franchisor or to an independent laboratory designated by Franchisor, for testing. Franchisor reserves the right, at its option, to re-inspect from time to time the facilities and products of any such approved supplier and to revoke its approval upon the supplier's failure to continue to meet any of Franchisor's then-current criteria. Nothing herein shall be construed to require Franchisor to approve any particular supplier.

7.5 Operation of Restaurant in Compliance with Franchisor's Standards

To ensure that the highest degree of quality and service is maintained, Franchisee shall operate the Restaurant in strict conformity with such methods, standards, and specifications of Franchisor set forth in the Manuals and as may from time to time otherwise be prescribed in writing. In particular, Franchisee also agrees:

7.5.1 To sell or offer for sale all menu items, products, and services required by Franchisor and in the method, manner, and style of distribution prescribed by Franchisor, including, but not limited to, eating-in, carry-out, or catering services, only as expressly authorized by Franchisor in writing in the Manuals or otherwise in writing.

7.5.2 To sell and offer for sale only the menu items, products, and services that have been expressly approved for sale in writing by Franchisor; to refrain from deviating from Franchisor's standards and specifications without Franchisor's prior written consent; and to discontinue selling and offering for sale any menu items, products, or services which Franchisor may, in its sole discretion, disapprove in writing at any time.

7.5.3 To maintain in sufficient supply and to use and sell at all times only such food and beverage items, ingredients, products, materials, supplies, and paper goods that conform to Franchisor's standards and specifications; to prepare all menu items in accordance with Franchisor's recipes and procedures for preparation contained in the Manuals or other written directives, including, but not limited to, the prescribed measurements of ingredients; and to refrain from deviating from Franchisor's standards and specifications by the use or offer of non-conforming items or differing amounts of any items, without Franchisor's prior written consent.

7.5.4 To permit Franchisor or its agents, during normal business hours, to remove a reasonable number of samples of food or non-food items from Franchisee's inventory or from the Restaurant, without payment therefor, in amounts reasonably necessary for testing by Franchisor or an independent laboratory to determine whether such samples meet Franchisor's then-current standards and specifications. In addition to any other remedies it may have under this Agreement, Franchisor may require Franchisee to bear the cost of such testing if the supplier of the item has not previously been approved by Franchisor or if the sample fails to conform with Franchisor's reasonable specifications.

7.5.5 To purchase or lease and install, at Franchisee's expense, all fixtures, furnishings, equipment (including electronic cash register and computer hardware, software systems, websites, and apps), décor items, signs, delivery vehicles, and related items as Franchisor may reasonably direct from time to time in the Manuals or otherwise in writing; and to refrain from installing or permitting to be installed on or about the Restaurant premises, without Franchisor's prior written consent, any fixtures, furnishings, equipment, delivery vehicles, décor items, signs, games, vending machines, or other items not previously approved as meeting Franchisor's standards and specifications. If any of the property described above is leased by Franchisee from a third party, such lease shall be approved by Franchisor, in writing, prior to execution. Franchisor's approval shall be conditioned upon such lease containing a provision which permits any interest of Franchisee in the lease to be assigned to Franchisor upon the termination or expiration of this Agreement and which prohibits the lessor from imposing an assignment or related fee upon Franchisor in connection with such assignment.

7.5.6 To grant Franchisor and its agents the right to enter upon the Restaurant premises and any delivery/catering vehicle, during normal business hours, for the purpose of conducting inspections; to cooperate with Franchisor's representatives in such inspections by rendering such assistance as they may reasonably request; and, upon notice from Franchisor or its agents and without limiting Franchisor's other rights under this Agreement, to take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. Should Franchisee, for any reason, fail to correct such deficiencies within a reasonable time as determined by Franchisor, Franchisor shall have the right and authority (without, however, any obligation to do so) to correct such deficiencies and charge Franchisee a reasonable fee for Franchisor's expenses in so acting, payable by Franchisee immediately upon demand.

7.5.7 To maintain a competent, conscientious, trained staff and to take such steps as are necessary to ensure that its employees preserve good customer relations and customer reviews and comply with such dress code as Franchisor may reasonably prescribe from time to time.

7.5.8 To install and maintain equipment and cloud system or a telecommunications line in accordance with Franchisor's specifications to permit Franchisor to access and retrieve by telecommunication any information stored on a point of sale system (or other computer hardware, software, website, and apps) Franchisee is required to utilize at the Restaurant premises as specified in the Manuals, thereby permitting Franchisor to inspect and monitor electronically information concerning Franchisee's Restaurant, gross sales, labor, cost of goods sold, group sales, delivery sales, advertising and marketing, and such other information as may be contained or stored in such equipment and software. Franchisee shall obtain and maintain Internet access and cloud system or other means of electronic communication, as specified by Franchisor from time to time. It shall be a material default under this Agreement if Franchisee fails to maintain such equipment, cloud accounts, lines, and communication methods in operation and accessible to Franchisor at all times throughout the term of this Agreement. Franchisor shall have access as provided herein at such times and in such manner as Franchisor shall from time to time specify.

7.5.9 To honor all credit, charge, courtesy or cash cards, or other credit devices required or approved by Franchisor. The Franchisee must obtain the written approval of Franchisor prior to honoring any previously unapproved credit, charge, courtesy or cash cards, or other credit devices.

7.5.10 To sell or otherwise issue gift cards or certificates (together "Gift Cards") that have been prepared utilizing the standard form of Gift Card provided or designated by Franchisor, and only in the manner specified by Franchisor in the Manuals or otherwise in writing. Franchisee shall fully honor all Gift Cards that are in the form provided or approved by Franchisor regardless of whether a Gift Card was issued by Franchisee or another Pizza @ Restaurant. Franchisee shall sell, issue, and redeem (without any offset against any Royalty Fees) Gift Cards in accordance with procedures and policies specified by Franchisor in the Manuals or otherwise in writing, including those relating to procedures by which Franchisee shall request reimbursement for Gift Cards issued by other Pizza @ Restaurants and for making timely payment to Franchisor, other operators of Pizza @ Restaurants, or a third-party service provider for Gift Cards issued from the Restaurant that are honored by Franchisor or other Pizza @ Restaurant operators.

7.6 Proprietary Products

Franchisee acknowledges and agrees that Franchisor and its affiliates have developed, and may continue to develop, for use in the System certain products which are prepared from confidential proprietary recipes and which are trade secrets of Franchisor and its affiliates, and other proprietary products bearing the Marks. Because of the importance of quality and uniformity of production and the significance of such products in the System, it is to the mutual benefit of the parties that Franchisor closely controls the production and distribution of such products. Accordingly, Franchisee agrees that if such products become a part of the System, Franchisee shall use only Franchisor's secret recipes and proprietary products and shall purchase all of Franchisee's requirements for such products solely from Franchisor or from a source designated by Franchisor. Franchisee further agrees to purchase from Franchisor or its affiliate for resale to Franchisee's customers certain merchandise identifying the System as Franchisor shall require, such as logoed merchandise, memorabilia and promotional products, in amounts sufficient to satisfy Franchisee's customer demand.

7.7 Advertising and Promotional Materials

Franchisee shall require all advertising and promotional materials, signs, decorations, paper goods (including menus and all forms and stationery used in the Franchised Business), and other items which may be designated by Franchisor to bear the Marks in the form, color, location, and manner prescribed by Franchisor, including, without limitation, notations about the ownership of the Marks.

7.8 Complaints

Franchisee shall process and handle all consumer complaints connected with or relating to the Restaurant, and shall promptly notify Franchisor by telephone and in writing of all of the following complaints: (i) food related illnesses; (ii) environmental, safety, or health violations; (iii) claims exceeding five hundred dollars ($500.00); (iv) any "one star" or "two star" customer reviews on any review websites or similar negative post on any public forum; and (v) any other material claims against or losses suffered by Franchisee. Franchisee shall maintain for Franchisor's inspection any governmental or trade association inspection reports affecting the Restaurant or equipment located in the Restaurant during the term of this Agreement and for thirty (30) days after the expiration or earlier termination hereof.

7.9 Power of Attorney for Telephone Listings, etc.

Upon the execution of this Agreement or at any time thereafter, Franchisee shall, at the option of Franchisor, execute such forms and documents as Franchisor deems necessary to appoint Franchisor its true and lawful attorney-in-fact with full power and authority for the sole purpose of assigning to Franchisor only upon the termination or expiration of this Agreement, as required under Section 17.15: (i) all rights to the telephone numbers of the Restaurant and any related and other business listings; and (ii) Internet listings, domain names, Internet Accounts, advertising on the Internet or World Wide Web, websites, listings with search engines, e-mail addresses, or any other similar listing or usages related to the Franchised Business. Franchisee agrees that it has no authority to and shall not establish any website or listing on the

Internet or World Wide Web without the express written consent of Franchisor, which consent may be denied without reason.

7.10 Power of Attorney for Taxes

Upon execution of this Agreement or at any time thereafter, Franchisee shall, at the option of Franchisor, execute such forms and documents as Franchisor deems necessary to appoint Franchisor its true and lawful attorney-in-fact with full power and authority for the sole purpose of obtaining any and all returns and reports filed by Franchisee with any state or federal taxing authority relating to the Franchised Business.

7.11 Vehicles

Any vehicle used by Franchisee to deliver Restaurant products and services to customers shall meet Franchisor's standards with respect to appearance and ability to satisfy the requirements imposed on Franchisee hereunder. Franchisee shall place such signs and décor items on the vehicle as Franchisor reasonably requires and shall at all times keep such vehicle clean and in good working order. Franchisee shall not engage or utilize any individual in the operation of a motor vehicle in connection with providing services hereunder who is under the age of eighteen (18) years or who does not possess a valid driver's license under the laws of the state in which Franchisee provides such services. Franchisee shall require each such individual to comply with all laws, regulations, and rules of the road and to use due care and caution in the operation and maintenance of motor vehicles. Except as noted above, Franchisor does not set forth any standards or exercise control over any motor vehicle utilized by Franchisee.

7.12 Unapproved Products and Services

In the event Franchisee sells any food, beverage, products, novelty items, clothing, souvenirs, or performs any services that Franchisor has not prescribed, approved, or authorized, Franchisee shall, immediately upon notice from Franchisor: (i) cease and desist offering or providing the unauthorized or unapproved food, beverage, product, premium, novelty item, clothing, souvenir, or from performing such services and (ii) pay to Franchisor, on demand, a prohibited product or service fine equal to two hundred fifty dollars ($250) per day for each day such unauthorized or unapproved food, beverage, product, premium, novelty item, clothing, souvenir, or service is offered or provided by Franchisee after written notice from Franchisor. The prohibited product or service fine shall be in addition to all other remedies available to Franchisor under this Agreement or at law.

7.13 Customer Surveys

Franchisee shall participate in all customer surveys and satisfaction audits, which may require that Franchisee provide discount or complimentary products, provided that such discounted or complimentary sales shall not be included in the Gross Sales of the Restaurant. Additionally, Franchisee shall participate in any complaint resolution and other programs as Franchisor may reasonably establish for the System, which programs may include, without limitation, providing discounts or refunds to customers.

7.14 Mystery Shopper Service

Franchisor may designate an independent evaluation service to conduct a "mystery shopper" quality control and evaluation program with respect to Franchisor or affiliate-owned and/or franchised Restaurants. Franchisee agrees that the Restaurant will participate in such mystery shopper program, as prescribed and required by Franchisor, provided that Franchisor-owned, affiliate-owned, and franchised Restaurants also will participate in such program to the extent Franchisor has the right to require such participation. Franchisor shall have the right to require Franchisee to pay the then-current charges imposed by such evaluation service with respect to inspections of the Restaurant, and Franchisee agrees that it shall promptly pay such charges; provided, however, that such charges shall not exceed one thousand dollars ($1,000) during each year of this Agreement.

7.15 Pricing

With respect to the offer and sale of all menu and beverage items, Franchisor may from time to time offer guidance with respect to the selling price for such goods, products and services; however, Franchisee is in no way bound to adhere to any such recommended or suggested price. Franchisee shall have the right to sell its products and provide services at any price that Franchisee may determine so long as the price of each regular menu item ends with the number two (2). Franchisee shall execute any instruments or other writings required by Franchisor to facilitate the provision of such products and services. If Franchisee elects to sell any or all its products or merchandise at any price recommended by Franchisor, Franchisee acknowledges that Franchisor has made no guarantee or warranty that offering such products or merchandise at the recommended price will enhance Franchisee's sales or profits.

7.16 Hours

Franchisee shall operate seven (7) days per week for a minimum of eight (8) hours per day, excluding National holidays. A daily fine will be assessed for failure to adhere to these hours unless prior permission is granted in writing.

ARTICLE VIII
ADVERTISING AND RELATED FEES

Recognizing the value of advertising and the importance of the standardization of advertising programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

8.1 Participation in Advertising

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

8.2 Local Advertising

In addition to the ongoing advertising contributions set forth herein and, subject to any allocation of Franchisee's expenditures for local advertising to the Cooperative as described in Section 8.4 or Advertising Fund as described in Section 8.3, Franchisee shall spend, throughout the term of this Agreement, not less than seven hundred fifty dollars ($750) or three percent (3%) of Gross Sales, whichever amount is higher, each month on advertising for the Restaurant in its Territory ("Local Advertising") upon execution of this Agreement. Franchisee shall submit to Franchisor, within thirty (30) days of Franchisor's request, advertising expenditure reports accurately reflecting Franchisee's Local Advertising expenditures, including verification copies of all advertising and any other information that Franchisor requires. In addition to the restrictions set forth below, costs and expenditures incurred by Franchisee in connection with any of the following shall not be included in Franchisee's expenditures on Local Advertising for purposes of this Section, unless approved in advance by Franchisor in writing:

8.2.1 Incentive programs for employees or agents of Franchisee; including the cost of honoring any coupons distributed in connection with such programs;

8.2.2 Marketing research expenditures;

8.2.3 Salaries and expenses of any employees of Franchisee, including salaries or expenses for attendance at advertising meetings or activities;

8.2.4 In-store materials consisting of fixtures or equipment; and

8.2.5 Seminar and educational costs and expenses of Franchisee's employees.

8.3 Advertising Fund

Franchisor reserves the right to establish and administer an Advertising Fund for the purpose of advertising the System on a regional or national basis (the "Advertising Fund"). Franchisee agrees to contribute to the Advertising Fund as described in Section 4.3 above. Franchisee agrees that the Advertising Fund shall be maintained and administered by Franchisor or its designee as follows:

8.3.1 Franchisor shall direct all advertising programs and shall have sole discretion to approve or disapprove the creative concepts, materials and media used in such programs and the placement and allocation thereof. Franchisee agrees and acknowledges that the Advertising Fund is intended to maximize general public recognition and acceptance of the Marks and enhance the collective success of all Restaurants operating under the System. Franchisor shall, with respect to Restaurants operated by Franchisor, contribute to the Advertising Fund generally on the same basis as Franchisee. In administering the Advertising Fund, Franchisor and its designees undertake no obligation to make expenditures for Franchisee which are equivalent or proportionate to Franchisee's contribution or to ensure that any particular franchisee benefits directly or pro rata from the placement of advertising. Franchisor shall be entitled to reimburse itself from the Advertising Fund for its reasonable expenses in managing the Advertising Fund.

8.3.2 Franchisee agrees that the Advertising Fund may be used to satisfy any and all costs of maintaining, administering, directing and preparing advertising (including, without limitation, the cost of preparing and conducting internet, online, television, radio, app, magazine, and newspaper advertising campaigns; direct mail and outdoor billboard advertising; internet marketing; public relations activities; employing advertising agencies to assist therein; development and maintenance of Franchisor's website; and costs of Franchisor's personnel and other departmental costs for advertising that is internally administered or prepared by Franchisor). All sums paid by Franchisee to the Advertising Fund shall be maintained in a separate account by Franchisor and may be used to defray Franchisor's expenses, if any, as Franchisor may incur in activities reasonably related to the administration or direction of the Advertising Fund and advertising programs for franchisees and the System. The Advertising Fund and its earnings shall not otherwise inure to the benefit of Franchisor. The Advertising Fund is operated solely as a conduit for collecting and expending the advertising fees as outlined above.

8.3.3 A statement of the operations of the Advertising Fund shall be prepared annually by Franchisor and shall be made available to Franchisee upon request. This statement of operations may be unaudited.

8.3.4 Any monies remaining in the Advertising Fund at the end of any year will carry over to the next year. Although the Advertising Fund is intended to be of perpetual duration, Franchisor may terminate the Advertising Fund. The Advertising Fund shall not be terminated, however, until all monies in the Advertising Fund have been expended for advertising or promotional purposes or returned to contributing Franchised Businesses or those operated by Franchisor, without interest, on the basis of their respective contributions.

8.3.5 If Franchisor elects to terminate the Advertising Fund, Franchisor may, in its sole discretion, reinstate the Advertising Fund at any time. If Franchisor so chooses to reinstate the Advertising Fund, said reinstated Fund shall be operated as described herein.

8.4 Cooperative Funds

Franchisor may, in its discretion, create a regional advertising cooperative in any geographic area, or Franchisor may approve the creation of such an advertising cooperative by franchisees in the System, and establish the rules and regulations therefor. Immediately upon Franchisor's request, the Franchisee must become a member of the Cooperative for the area in which some or all of Franchisee's Territory is located. In no event may the Restaurant be required to be a member of more than one cooperative. The Cooperative must be governed in the manner Franchisor prescribes. The Cooperative may require each of its members to make contributions thereto not to exceed two percent (2%) of such member's Gross Sales. Franchisee shall contribute such amounts at the times and in the manner as determined by the Cooperative members. Any funds contributed to a regional advertising cooperative will be credited against the Franchisee's obligation to pay for Local Advertising as set forth in Section 8.2 above; provided, however, that if Franchisee's contributions to a Cooperative are less than its Local Advertising requirement, Franchisee shall nevertheless spend the difference locally. The following provisions apply to each cooperative:

a. the Cooperative must be organized and governed in a form and manner, and commence operation on a date, that Franchisor approves in advance in writing;

b. the Cooperative must be organized for the exclusive purpose of administering advertising programs and developing, subject to Franchisor's approval, standardized promotional materials for the members' use in Local Advertising within the Cooperative's area;

c. the Cooperative may adopt its own rules and procedures, but such rules or procedures must be approved by Franchisor and must not restrict or expand the Franchisee's rights or obligations under this Agreement;

d. except as otherwise provided in this Agreement, and subject to Franchisor's approval, any lawful action of the Cooperative (including, without limitation, imposing assessments for Local Advertising) at a meeting attended by members possessing more than fifty percent (50%) of the total voting power in the Cooperative is binding upon the Franchisee if approved by members possessing more than fifty percent (50%) of the total voting power possessed by members in attendance, with each Restaurant having one (1) vote, but no franchisee (or commonly controlled group of franchisees) may have more than twenty-five percent (25%) of the vote in the Cooperative regardless of the number of franchised businesses owned;

e. without Franchisor's prior written approval, the Cooperative may not use, nor furnish to its members, any advertising or promotional plans or materials; all such plans and materials must be submitted to Franchisor in accordance with the procedure set forth in Section 8.5;

f. the Cooperative may require its members to periodically contribute to it in such amounts as it determines, subject to the limit set forth in the first paragraph of this Section 8.4;

g. no later than the fifteenth (15^{th}) day of each month, each member/franchisee must submit its contribution under Section 8.4(f) for the preceding calendar month to the Cooperative, together with such other statements or reports as Franchisor or the Cooperative may require, with Franchisor's prior written approval;

h. if an impasse occurs because of a Cooperative members' inability or failure, within forty-five (45) days, to resolve any issue affecting the Cooperative's establishment or effective functioning, upon request of any Cooperative member, that issue must be submitted to Franchisor for consideration, and its resolution of such issue is final and binding on all Cooperative members;

i. Franchisor may require Cooperative members to contribute at different rates; and

j. the Cooperative will render quarterly and annual advertising expenditure reports (and such other financial statements as Franchisor may require) to Franchisor.

8.5 Conduct of Advertising; Franchisor's Approval

All advertising and promotion by Franchisee in any medium shall be conducted in a professional manner and shall conform to the standards and requirements of Franchisor as set forth in the Manuals or otherwise. Franchisee shall obtain Franchisor's approval of all advertising and promotional plans and materials prior to use if such plans and materials have not been prepared by Franchisor or previously approved by Franchisor during the twelve (12) months prior to their proposed use. Franchisee shall submit such unapproved plans and materials to Franchisor, and Franchisor shall have fifteen (15) days to notify Franchisee of its approval or disapproval of such materials. If Franchisor does not provide its specific approval of the proposed materials within this fifteen (15) day period, the proposed materials are deemed to be not approved. Any plans and materials that Franchisee submits to Franchisor for its review will become Franchisor's property and there will be no restriction on Franchisor's use or dissemination of such materials. Franchisee shall not advertise or use the Marks in any fashion on the Internet, World Wide Web, or via other means of advertising through telecommunication without the express written consent of Franchisor.

Franchisor reserves the right to require Franchisee to include certain language on all advertising to be used locally by Franchisee or to be used by a Cooperative, including, but not limited to, "Franchises Available" and reference to Franchisor's telephone number and/or website.

8.6 Grand Opening Advertising

In addition to the ongoing advertising contributions set forth herein, Franchisee shall be required to spend between five thousand dollars ($5,000) and ten thousand dollars ($10,000) on a grand opening advertising campaign to advertise the opening of the Restaurant. The grand opening advertising campaign shall be conducted within a two hundred forty (240) day period comprising sixty (60) days prior to and one hundred eighty (180) days following the Restaurant's opening. All advertisements proposed to be used in the grand opening advertising campaign are subject to Franchisor's review and approval in the manner set forth in this Article VIII. Franchisor reserves the right to require Franchisee to give the grand opening advertising campaign monies to Franchisor and Franchisor will conduct the grand opening advertising campaign on Franchisee's behalf.

8.7 Websites

As used in this Agreement, the term "Website" means an interactive electronic document, series of symbols, or otherwise, that is contained in a network of computers linked by communications software. The term Website includes, but is not limited to, Internet and World Wide Web home pages. In connection with any Website, Franchisee agrees to the following:

8.7.1 Franchisor shall have the right, but not the obligation, to establish and maintain a Website, which may, without limitation, promote the Marks, Pizza @ Restaurants, and any or all of the products offered at Restaurants, the franchising of Pizza @ Restaurants, and/or the System. Franchisor shall have the sole right to control all aspects of the Website, including without limitation its design, content, functionality, links to the websites of third parties, legal notices, and policies and terms of usage; Franchisor shall also have the right to discontinue operation of the Website.

8.7.2 Franchisor shall have the right, but not the obligation, to designate one (1) or more web page(s) to describe Franchisee and/or the Franchised Business, with such web page(s) to be located within Franchisor's Website. Franchisee shall comply with Franchisor's policies with respect to the creation, maintenance, and content of any such web pages; and Franchisor shall have the right to refuse to post and/or discontinue posting any content and/or the operation of any web page.

8.7.3 Franchisee shall not establish a separate Website without Franchisor's prior written approval (which Franchisor shall not be obligated to provide). If approved to establish a Website, Franchisee shall comply with Franchisor's policies, standards, and specifications with respect to the creation, maintenance, and content of any such Website. Franchisee specifically acknowledges and agrees that any Website owned or maintained by or for the benefit of Franchisee shall be deemed "advertising" under this Agreement and will be subject to (among other things) Franchisor's approval under this Article VIII.

8.7.4 Franchisor shall have the right to modify the provisions of this Section 8.7 relating to Websites as Franchisor shall solely determine is necessary or appropriate.

ARTICLE IX
MARKS

9.1 Use of Marks

Franchisor grants Franchisee the right to use the Marks during the term of this Agreement in accordance with the System and related standards and specifications.

9.2 Ownership of Marks; Limited License

Franchisee expressly understands and acknowledges that:

9.2.1 Franchisor is the licensee of the owner of all right, title, and interest in and to the Marks and the goodwill associated with and symbolized by them. All references herein to Franchisor's right, title, and interest in the Marks shall be deemed to include the owner's right, title, and interest in the Marks.

9.2.2 Neither Franchisee nor any Controlling Principal shall take any action that would prejudice or interfere with the validity of Franchisor's rights with respect to the Marks. Nothing in this Agreement shall give the Franchisee any right, title, or interest in or to any of the Marks or any service marks, trademarks, trade names, trade dress, logos, copyrights, or proprietary materials, except the right to use the Marks and the System in accordance with the terms and conditions of this Agreement for the operation of the Restaurant and only at or from its accepted location or in approved advertising related to the Restaurant.

9.2.3 Franchisee understands and agrees that the limited license to use the Marks granted hereby applies only to such Marks as are designated by Franchisor, and which are not subsequently designated by Franchisor as being withdrawn from use, together with those which may hereafter be designated by Franchisor in writing. Franchisee expressly understands and agrees that it is bound not to represent in any manner that it has acquired any ownership or equitable rights in any of the Marks by virtue of the limited license granted hereunder, or by virtue of Franchisee's use of any of the Marks.

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

9.2.5 Franchisee shall not contest the validity of or Franchisor's interest in the Marks or assist others to contest the validity of Franchisor's interest in the Marks.

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

9.2.7 If it becomes advisable at any time, in Franchisor's discretion, to modify or discontinue use of any Mark and/or to adopt or use one or more additional or substitute proprietary marks, then Franchisee shall be obligated to comply with any such instruction by Franchisor. Franchisor shall not have any obligation in such event to reimburse Franchisee for its documented expenses of compliance. Franchisee waives any other claim arising from or relating to any Mark change, modification, or substitution. Franchisor will not be liable to Franchisee for any expenses, losses, or damages sustained by Franchisee as a result of any Mark addition, modification, substitution, or discontinuation. Franchisee covenants not to commence or join in any litigation or other proceeding against Franchisor for any of these expenses, losses, or damages.

9.3 Limitation on Use of Marks

With respect to Franchisee's franchised use of the Marks pursuant to this Agreement, Franchisee further agrees that:

9.3.1 Unless otherwise authorized or required by Franchisor, Franchisee shall operate and advertise the Restaurant only under the name "Pizza @" without prefix or suffix except a suffix that has been expressly approved by Franchisor to reflect a geographic description or other indicator of the Restaurant. Franchisee shall not use the Marks as part of its corporate or other legal name, and shall obtain the Franchisor's approval of such corporate or other legal name prior to filing it with the applicable state authority.

9.3.2 During the term of this Agreement and any renewal hereof, Franchisee shall identify itself as the independent owner of the Restaurant in conjunction with any use of the Marks, including, but not limited to, uses on invoices, order forms, receipts, and contracts, as well as the display of a notice in such content and form and at such conspicuous locations on the premises of the Restaurant or any delivery vehicle as Franchisor may designate in writing.

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

9.3.4 Franchisee shall comply with Franchisor's instructions in filing and maintaining the requisite trade name or fictitious name registrations and shall execute any documents deemed necessary by Franchisor or its counsel to obtain protection of the Marks or to maintain their continued validity and enforceability.

9.4 Notification of Infringement or Claim

Franchisee shall notify Franchisor immediately by telephone and thereafter in writing of any apparent infringement of or challenge to Franchisee's use of any Mark, of any claim by any person of any rights in any Mark, and Franchisee and the Controlling Principals shall not communicate with any person other than Franchisor, its counsel and Franchisee's counsel in connection with any such infringement, challenge, or claim. Franchisor shall have complete discretion to take such action as it deems appropriate in connection with the foregoing, and the right to control exclusively, any settlement, litigation, or Patent and Trademark Office or other proceeding arising out of any such alleged infringement, challenge, or claim or otherwise relating to any Mark. Franchisee agrees to execute any and all instruments and documents, render such assistance, and do such acts or things as may, in the opinion of Franchisor, reasonably be necessary or advisable to protect and maintain the interests of Franchisor in any litigation or other proceeding or to otherwise protect and maintain the interests of Franchisor or any other interested party in the Marks. Franchisor will indemnify Franchisee and hold it harmless from and against any and all claims, liabilities, costs, damages, and reasonable expenses for which Franchisee is held liable in any proceeding arising out of Franchisee's use of any of the Marks (including settlement amounts), provided that the conduct of Franchisee and the Controlling Principals with respect to such proceeding and use of the Marks is in full compliance with the terms of this Agreement.

9.5 Retention of Rights by Franchisor

The right and license of the Marks granted hereunder to Franchisee is non-exclusive and Franchisor thus has and retains the following rights, among others, subject only to the limitations of Article I:

9.5.1 To grant other licenses for use of the Marks, in addition to those licenses already granted to existing franchisees;

9.5.2 To develop and establish other systems using the Marks or other names or marks and to grant licenses thereto without providing any rights to Franchisee; and

9.5.3 To engage, directly or indirectly, through its employees, representatives, licensees, assigns, agents, and others, at wholesale, retail, or otherwise, in (a) the production, distribution, license, and sale of products and services, and (b) the use in connection with such production, distribution, and sale, of the Marks, and any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs, and other identifying characteristics as may be developed or used from time to time by Franchisor.

ARTICLE X
CONFIDENTIALITY AND NON-COMPETITION COVENANTS

10.1 Confidential Operations Manuals

10.1.1 To protect the reputation and goodwill of Franchisor and to maintain high standards of operation under the Marks, Franchisee shall conduct its business in accordance with the Manuals, other written directives which Franchisor may reasonably issue to Franchisee from time to time whether or not such directives are included in the Manuals, and any other manuals and materials created or approved for use in the operation of the Franchised Business.

10.1.2 Franchisee and the Controlling Principals shall at all times treat the Manuals, any written directives of Franchisor, and any other manuals and materials, and the information contained therein as confidential and shall maintain such information as trade secret and confidential in accordance with this Article X. Franchisee and the Controlling Principals shall divulge and make such materials available only to such of Franchisee's employees as must have access to it in order to operate the Restaurant. Franchisee and the Controlling Principals shall not at any time copy, duplicate, record, or otherwise reproduce these materials, in whole or in part, or otherwise make the same available to any person other than those authorized above.

10.1.3 The Manuals, written directives, other manuals and materials, and any other confidential communications provided or approved by Franchisor shall at all times remain the sole property of Franchisor, shall at all times be kept in a secure place on the Restaurant premises, and shall be returned to Franchisor immediately upon request or upon termination or expiration of this Agreement.

10.1.4 The Manuals, any written directives, and any other manuals and materials issued by Franchisor and any modifications to such materials shall supplement and be deemed part of this Agreement.

10.1.5 Franchisor may from time to time revise the contents of the Manuals and the contents of any other manuals and materials created or approved for use in the operation of the Franchised Business. Franchisee shall remove and return to Franchisor all pages of the Manual that have been replaced or updated by Franchisor. Franchisee expressly agrees to comply with each new or changed standard.

10.1.6 Franchisee shall at all times ensure that the Manuals are kept current and up to date. In the event of any dispute as to the contents of the Manuals, the terms of the master copy of the Manuals maintained by Franchisor at Franchisor's headquarters shall control.

10.2 Confidential Information

10.2.1 Neither Franchisee nor any Controlling Principal shall, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, association, or corporation and, following the expiration or termination of this Agreement, they shall not use for their own benefit any confidential information, knowledge, or know-how concerning the methods of operation of the Franchised Business which may be communicated to them or of which they may be apprised in connection with the operation of the Restaurant under the terms of this Agreement. Franchisee and the Controlling Principals shall divulge such confidential information only to such of Franchisee's employees as must have access to it in order to operate the Restaurant. Any and all information, knowledge, know-how, techniques, and any materials used in or related to the System which Franchisor provides to Franchisee in connection with this Agreement shall be deemed confidential for purposes of this Agreement. Neither Franchisee nor the Controlling Principals shall at any time, without Franchisor's prior written consent, copy, duplicate, record, or otherwise reproduce such materials or information, in whole or in part, nor otherwise make the same available to any unauthorized person. The covenants in this Section shall survive the expiration, termination, or transfer of this Agreement or any interest herein and shall be perpetually binding upon Franchisee and each of the Controlling Principals.

10.2.2 Franchisee shall require and obtain the execution of covenants similar to those set forth in Section 10.2.1 from its General Manager and all other personnel of Franchisee who have received or will have access to confidential information. Such covenants shall be substantially in the form set forth in Attachment D. All of Franchisee's Principals not required to sign this Agreement as a Controlling Principal also must execute such covenants.

10.2.3 If Franchisee, the Controlling Principals, the General Manager, or any of Franchisee's employees develop any new concept, process, product, recipe, or improvement in the operation or promotion of the Restaurant, Franchisee is required to promptly notify Franchisor and provide Franchisor with all necessary related information, without compensation. Franchisee and the Controlling Principals acknowledge that any such concept, process product, recipe, or improvement will become the property of Franchisor, and Franchisor may use or disclose such information to other franchisees as it determines to be appropriate.

10.3 Non-Competition

10.3.1 Franchisee and the Controlling Principals specifically acknowledge that, pursuant to this Agreement, Franchisee and the Controlling Principals will receive valuable training, trade secrets, and confidential information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System which are beyond the present skills and experience of Franchisee and the Controlling Principals and Franchisee's managers and employees. Franchisee and the Controlling Principals acknowledge that such specialized training, trade secrets, and confidential information provide a competitive advantage and will be valuable to them in the development and operation of the Restaurant, and that gaining access to such specialized training, trade secrets, and confidential information is, therefore, a primary reason why they are entering into this Agreement. In consideration for such specialized training, trade secrets, and confidential information (including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System which are beyond the present skills and experience of Franchisee and the Controlling Principals and Franchisee's managers and employees), Franchisee and the Controlling Principals covenant that with respect to Franchisee, during the term of this Agreement (or with respect to each of the Controlling Principals, during the term of this Agreement for so long as such individual or entity satisfies the definition of "Controlling Principals" as described in Section 19.18 of this Agreement), except as otherwise approved in writing by Franchisor, which approval may be withheld or denied in Franchisor's sole and absolute discretion, neither Franchisee nor any of the Controlling Principals shall, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person(s), partnership, or corporation:

(a) Divert, or attempt to divert, any business or customer of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

(b) Own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist, or make loans to, any business located within the United States, its territories, states, or commonwealths, or any other country, province, state, or geographic area in which Franchisor has used, sought registration of, or registered the same or similar Marks, or operates or licenses others to operate a business under the same or similar Marks, which business is of a character and concept similar to the Restaurant, including a food service business which offers and sells the same or similar food products (a "Competitive Business").

10.3.2 With respect to Franchisee, and for a continuous uninterrupted period commencing upon the expiration, termination of, or transfer of all of Franchisee's interest in, this Agreement (or, with respect to each of the Controlling Principals, commencing upon the earlier of: (i) the expiration, termination of, or transfer of all of Franchisee's interest in, this Agreement, or (ii) the time such individual or entity ceases to satisfy the definition of "Controlling Principals" as described in Section 19.18 of this Agreement) and continuing for two (2) years thereafter, except as otherwise approved in Franchisor's sole and absolute discretion, neither Franchisee, nor any of the Controlling Principals shall, directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation:

(a) Divert, or attempt to divert, any business or customer of the Franchised Business hereunder to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

(b) Employ, or seek to employ, any person who is at that time or was within the preceding ninety (90) days employed by Franchisor, or by any other franchisee or developer of Franchisor, or otherwise directly or indirectly induce such person to leave that person's employment, except as may be permitted under any existing development agreement or franchise agreement between Franchisor and Franchisee.

(c) Own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations, or joint ventures), advise, assist, or make loans to any Competitive Business, which business is, or is intended to be, located within a twenty (20) mile radius of the location of any Restaurant in the System.

10.3.3 The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor. The parties agree that each of the covenants herein shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Franchisee and the Controlling Principals expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section.

(a) Franchisee and the Controlling Principals understand and acknowledge that Franchisor shall have the right, in its sole and absolute discretion, to reduce the scope of any covenant set forth in this Section 10.3, or any portion thereof, without their consent, effective immediately upon notice to Franchisee; and Franchisee and the Controlling Principals agree that they shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 19.2 hereof.

(b) Franchisee and the Controlling Principals expressly agree that the existence of any claims they may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section.

(c) Sections 10.3.1(b) and 10.3.2(c) shall not apply to ownership of less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly held corporation.

10.3.4 Franchisee shall require and obtain execution of covenants similar to those set forth in this Section 10.3 (including covenants applicable upon the termination of a person's employment with Franchisee) from its General Manager and all other personnel of Franchisee who have received or will have access to training from Franchisor. Such covenants shall be substantially in the form set forth in Attachment D. All of Franchisee's Principals not required to sign this Agreement as a Controlling Principal also must execute such covenants. Notwithstanding the foregoing, Franchisor reserves the right, in its sole discretion, to decrease the period of time or geographic scope of the non-competition covenant set forth in Attachment D or eliminate such non-competition covenant altogether for any party that is required to execute such agreement under this Section 10.3.4.

10.4 Failure to Comply

Franchisee and the Controlling Principals acknowledge that any failure to comply with the requirements of this Section shall constitute a material event of default under Article XVII hereof. Franchisee and the Controlling Principals acknowledge that a violation of the terms of this Section would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Franchisee and the Controlling Principals accordingly consent to the issuance of an injunction prohibiting any conduct by Franchisee or the Controlling Principals in violation of the terms of this Section. Franchisee and the Controlling Principals agree to pay all court costs and reasonable attorneys' fees incurred by Franchisor in connection with the enforcement of this Section, including payment of all costs and expenses for obtaining specific performance of, or an injunction against violation of, the requirements of such Section.

ARTICLE XI
BOOKS AND RECORDS

11.1 Books and Records

Franchisee shall maintain during the term of this Agreement, and shall preserve for at least three (3) years from the dates of their preparation, full, complete, and accurate books, records, and accounts, including, but not limited to, sales slips, coupons, purchase orders, payroll records, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, journals and ledgers, records of EFT transactions, labor, cost of goods sold, group sales, delivery sales, advertising and marketing, and backup or archived records of information maintained on any computer system in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor from time to time in the Manuals or otherwise in writing.

11.2 Reports

In addition to the remittance reports required by Article IV hereof, Franchisee shall comply with the following reporting obligations:

11.2.1 Franchisee shall, at Franchisee's expense, submit to Franchisor, in the form prescribed by Franchisor, a profit and loss statement for each month (which may be unaudited) for Franchisee within fifteen (15) days after the end of each month during the term hereof. Each such statement shall be signed by Franchisee's treasurer or chief financial officer or comparable officer attesting that it is true, complete and correct;

11.2.2 Franchisee shall, at its expense, provide to Franchisor a complete annual financial statement (which shall be reviewed) for Franchisee prepared by an independent certified public accountant, within ninety (90) days after the end of each fiscal year of Franchisee during the term hereof, showing the results of operations of Franchisee during such fiscal year; Franchisor reserves the right to require such financial statements to be audited by an independent certified public accountant satisfactory to Franchisor at

Franchisee's cost and expense if an inspection discloses an understatement of payments due to Franchisor of two percent (2%) or more in any report, pursuant to Section 11.3; and

11.2.3 Franchisee shall also submit to Franchisor, for review or auditing, such other forms, reports, records, information, and data as Franchisor may reasonably designate such as labor, cost of goods sold, group sales, delivery sales, advertising and marketing, and which pertain to the Franchised Business, in the form and at the times and places reasonably required by Franchisor, upon request and as specified from time to time in writing.

11.3 Inspections; Audits

Franchisor or its designees shall have the right, during normal business hours, to review, audit, examine and copy any or all of the books and records of Franchisee as Franchisor may require at the Restaurant. Franchisee shall make such books and records available to Franchisor or its designees immediately upon request. If any required royalty or other payments due to Franchisor are delinquent, or if an inspection should reveal that such payments have been understated in any report to Franchisor, then Franchisee shall immediately pay to Franchisor the amount overdue or understated upon demand with interest determined in accordance with the provisions of Section 4.5. If an inspection discloses an understatement in any report of two percent (2%) or more, Franchisee shall, in addition, reimburse Franchisor for all costs and expenses connected with the inspection (including, without limitation, reasonable accounting and attorneys' fees). These remedies shall be in addition to any other remedies Franchisor may have at law or in equity.

11.4 Correction of Errors

Franchisee understands and agrees that the receipt or acceptance by Franchisor of any of the statements furnished or royalties paid to Franchisor (or the cashing of any royalty checks or processing of any EFTs) shall not preclude Franchisor from questioning the correctness thereof at any time and, in the event that any inconsistencies or mistakes are discovered in such statements or payments, they shall immediately be rectified by the Franchisee and the appropriate payment shall be made by the Franchisee.

11.5 Authorization of Franchisor

Franchisee hereby authorizes (and agrees to execute any other documents deemed necessary to affect such authorization) all banks, financial institutions, businesses, suppliers, manufacturers, contractors, vendors, and other persons or entities with which Franchisee does business to disclose to Franchisor any requested financial information in their possession relating to Franchisee or the Restaurant. Franchisee authorizes Franchisor to disclose data from Franchisee's reports, if Franchisor determines, in its sole and absolute discretion, that such disclosure is necessary or advisable, which disclosure may include disclosure to prospective or existing franchisees or other third parties.

11.6 Franchisor is Attorney-in-Fact

Notwithstanding any forms and documents which may have been executed by Franchisee under Section 7.10, Franchisee hereby appoints Franchisor its true and lawful attorney-in-fact with full power and authority, for the sole purpose of obtaining any and all returns and reports filed by Franchisee with any state and/or federal taxing authority pertaining to the Franchised Business. This power of attorney shall survive the expiration or termination of this Agreement.

ARTICLE XII
<u>INSURANCE</u>

12.1 Franchisee shall procure, upon execution of this Agreement, and shall maintain in full force and effect at all times during the term of this Agreement (and for such period thereafter as is necessary to provide the coverages required hereunder for events having occurred during the term of this Agreement) at Franchisee's expense, an insurance policy or policies protecting Franchisee and Franchisor, its successors and assigns, its officers, directors, shareholders, partners, agents, representatives, independent contractors, and employees of each of them against any demand or claim with respect to personal injury, death, or property damage, or any loss, liability, or expense whatsoever arising or occurring upon or in connection with the Restaurant.

12.2 Such policy or policies shall be written by a responsible, duly licensed carrier or carriers reasonably acceptable to Franchisor and shall include, at a minimum (except as additional coverages and higher policy limits may reasonably be specified by Franchisor from time to time), in accordance with standards and specifications set forth in writing, the following:

12.2.1 General and professional liability in the amount of one million dollars ($1,000,000) per occurrence, two million dollars ($2,000,000) aggregate limit. Franchisee's insurance coverage may need to be higher if Franchisee engages in delivery.

12.2.2 "All Risks" coverage for the full cost of replacement of the Restaurant premises and all other property in which Franchisor may have an interest with no coinsurance clause for the premises.
12.2.3 Business Interruption insurance in a sufficient amount to cover profit margins, maintenance of competent and desirable personnel and fixed expenses for a period of at least ninety (90) days.

12.2.4 Automobile liability coverage, including coverage of owned, non-owned, and hired vehicles, with coverage in amounts not less than one million dollars ($1,000,000) combined single limit. Franchisee's insurance coverage may need to be higher if Franchisee engages in delivery.

12.2.5 Worker's compensation insurance in amounts provided by applicable law (but not less than five hundred thousand dollars ($500,000) per occurrence) or, if permissible under applicable law, a legally appropriate alternative providing substantially similar compensation for injured workers reasonably satisfactory to Franchisor.

12.2.6 Such other insurance as may be required by the state or locality in which the Restaurant is located and operated or as may be required by the terms of the lease for the Restaurant.

12.2.7 Franchisee may, with the prior written consent of Franchisor, which consent may be withheld or denied, elect to have reasonable deductibles in connection with the coverages required herein. Such policies shall also include a waiver of subrogation in favor of Franchisor, its respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, and employees of each of them.

12.3 In connection with any construction, renovation, refurbishment, or remodeling of the Restaurant, Franchisee shall maintain Builder's Risks/installation insurance in forms and amounts, and written by a responsible, duly licensed carrier or carriers, reasonably satisfactory to Franchisor.

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

Franchisor, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in Article XV of this Agreement.

12.5 All general liability and property damage policies shall contain a provision that Franchisor, its officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, and employees of each of them, although named as insureds, shall nevertheless be entitled to recover under such policies on any loss occasioned to Franchisor or its servants, agents, or employees by reason of the negligence of Franchisee or its servants, agents, or employees.

12.6 Upon execution of this Agreement, and thereafter in accordance with Article IV hereof and thirty (30) days prior to the expiration of any such policy, Franchisee shall deliver to Franchisor Certificates of Insurance evidencing the existence and continuation of proper coverage with limits not less than those required hereunder. In addition, if requested by Franchisor, Franchisee shall deliver to Franchisor a copy of the insurance policy or policies required hereunder. All insurance policies required hereunder, with the exception of workers' compensation, shall name Franchisor, its officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, and employees of each of them, as additional named insureds, and shall expressly provide that any interest of same therein shall not be affected by any breach by Franchisee of any policy provisions. Further, all insurance policies required hereunder shall expressly provide that no less than thirty (30) days' prior written notice shall be given to Franchisor in the event of a material alteration to or cancellation of the policies.

12.7 Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by Franchisor in writing. Franchisor shall have the right and authority (without, however, any obligation to do so) immediately to procure such insurance and to charge same to Franchisee, which charges shall be payable by Franchisee immediately upon notice. The foregoing remedies shall be in addition to any other remedies Franchisor may have at law or in equity.

12.8 Upon written request by Franchisor, Franchisee shall procure from its insurance carrier or carriers a report of claims made and reserves set against the Franchisee's insurance policies.

12.9 Franchisor reserves the right to modify the types of insurance coverages and amounts of coverage that Franchisee is required to maintain for the Restaurant, and Franchisee agrees to comply with any such changes, at Franchisee's expense.

ARTICLE XIII
DEBTS AND TAXES

13.1 Taxes

Franchisee shall promptly pay when due all Taxes (as defined below), levied or assessed, and all accounts and other indebtedness of every kind incurred by Franchisee in the conduct of the Franchised Business under this Agreement. Without limiting the provisions of Article XV, Franchisee shall be solely liable for the payment of all Taxes and shall indemnify Franchisor for the full amount of all such Taxes and for any liability (including penalties, interest, and expenses) arising from or concerning the payment of Taxes, whether such Taxes were correctly or legally asserted or not. Franchisee shall submit a copy of all tax filings sent to federal, state, and local tax authorities to Franchisor within ten (10) business days after such filing has been made with the appropriate taxing authority.

The term "Taxes" means any present or future taxes, levies, imposts, duties, or other charges of whatsoever nature, including any interest or penalties thereon, imposed by any government or political subdivision of such government on or relating to the operation of the Franchised Business, the payment of monies, or the exercise of rights granted pursuant to this Agreement.

13.2 Payments to Franchisor

Each payment to be made to Franchisor hereunder shall be made free and clear and without deduction for any Taxes.

13.3 Tax Disputes

In the event of any bona fide dispute as to Franchisee's liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with the procedures of the taxing authority or applicable law. However, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant or attachment by a creditor to occur against the premises of the Franchised Business or any improvements thereon.

13.4 Compliance with Laws

Franchisee shall comply with all federal, state, and local laws, rules, and regulations and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Franchised Business, including, without limitation, licenses to do business, fictitious name registrations, sales tax permits, fire clearances, health permits, certificates of occupancy, and any permits, certificates, or licenses required by any environmental law, rule, or regulation.

13.5 Notification of Action or Proceeding

Franchisee shall notify and deliver to Franchisor, in writing within five (5) days of the commencement of any action, suit, or proceeding and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchised Business.

ARTICLE XIV
TRANSFER OF INTEREST

14.1 Transfer by Franchisor

Franchisor shall have the right, without the need for Franchisee's consent, to assign, transfer, or sell its rights under this Agreement to any person, partnership, corporation, or other legal entity, provided that the transferee agrees in writing to assume all obligations undertaken by Franchisor herein and Franchisee receives a statement from both Franchisor and its transferee to that effect. Upon such assignment and assumption, Franchisor shall be under no further obligation hereunder, except for accrued liabilities, if any. Franchisee further agrees and affirms that Franchisor may go public; may engage in a private placement of some or all of its securities; may merge, acquire other corporations, or be acquired by another corporation; and/or may undertake a refinancing, recapitalization, leveraged buyout, or other economic, legal, or financial restructuring. With regard to any of the above sales, assignments, and dispositions, Franchisee expressly and specifically waives any claims, demands, or damages arising from or related to the loss of Franchisor's name, Marks (or any variation thereof), and System and/or the loss of association with or identification of Pizza @ USA, Inc. as Franchisor under this Agreement. Franchisee specifically waives any and all other claims, demands, or damages arising from or related to the foregoing merger, acquisition, and other business combination activities including, without limitation, any claim of divided loyalty, breach of fiduciary duty, fraud, breach of contract, or breach of the implied covenant of good faith and fair dealing.

Franchisee agrees that Franchisor has the right, now or in the future, to purchase, merge, acquire, or affiliate with an existing competitive or non-competitive franchise network, chain, or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise, or license those businesses and/or facilities as Restaurants operating under the Marks or any other marks following Franchisor's purchase, merger, acquisition, or affiliation, regardless of the location of these facilities (which Franchisee acknowledges may be within its Territory, proximate thereto, or proximate to any of Franchisee's locations). However, Franchisor represents that it will not convert any such acquired restaurant premises that are operating within Franchisee's Territory to a Restaurant.

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

14.2 Transfer by Franchisee

14.2.1 Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee, and that Franchisor has granted rights under this Agreement in reliance on the business skill, financial capacity, and personal character of Franchisee and the Controlling Principals. Accordingly, neither Franchisee nor any Controlling Principal, nor any successor or assignee of Franchisee or any Controlling Principal, shall sell, assign (including but not limited to by operation of law, such as an assignment under bankruptcy, or insolvency laws, in connection with a merger, divorce, or otherwise), transfer, convey, give away, pledge, mortgage, or otherwise encumber any direct or indirect interest in this Agreement, in the Restaurant and/or any of the Restaurant's material assets (other than in connection with replacing, upgrading, or otherwise dealing with such assets as required or permitted by this Agreement), in Franchisee or in any Controlling Principal that is an entity, in each case without the prior written consent of Franchisor. Any purported assignment or transfer, by operation of law or otherwise, made in violation of this Agreement shall be null and void and shall constitute a material event of default under this Agreement.

14.2.2 If Franchisee wishes to transfer all or part of its interest in the Restaurant, any of the Restaurant's material assets (except as provided in Section 14.2.1 above) or this Agreement, or if Franchisee or a Controlling Principal wishes to transfer or permit a transfer of any ownership interest in Franchisee or in a Controlling Principal that is an entity, then in each such case (any or all of which are referred to in this Article XIV as a "Restricted Transfer"), transferor and the proposed transferee shall apply to Franchisor for its consent. Franchisor shall not unreasonably withhold its consent to a Restricted Transfer. Franchisor may, in its sole discretion, require any or all of the following as conditions of its approval:

(a) All of the accrued monetary obligations of Franchisee or any of its affiliates and all other outstanding obligations to Franchisor arising under this Agreement or any other agreement shall have been satisfied in a timely manner and Franchisee shall have satisfied all trade accounts and other debts, of whatever nature or kind, in a timely manner;

(b) Franchisee and its affiliates shall not be in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates at the time of transaction:

(c) The transferor and its principals (if applicable) shall have executed a general release, in a form reasonably satisfactory to Franchisor, of any and all claims against Franchisor, its officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, and employees of each of them, in their corporate and individual capacities, including, without limitation, claims arising under this Agreement and federal, state, and local laws, rules, and regulations;

(d) The transferee shall demonstrate to Franchisor's reasonable satisfaction that transferee meets the criteria considered by Franchisor when reviewing a prospective franchisee's application for a franchise, including, but not limited to, Franchisor's educational, managerial, and business standards; transferee's good moral character, business reputation, and credit rating; transferee's aptitude and ability to conduct the business franchised herein (as may be evidenced by prior related business experience or otherwise); transferee's financial resources and capital for operation of the business; and the geographic proximity and number of other Restaurants owned or operated by transferee;

(e) The transferee shall enter into a written agreement, in a form reasonably satisfactory to Franchisor, assuming full, unconditional, joint and several liability for, and agreeing to perform from the date of the transfer, all obligations, covenants, and agreements contained in this Agreement; and, if transferee is a corporation or a partnership, transferee's shareholders, partners or other investors, as applicable, shall execute such agreement as transferee's principals and guarantee the performance of all such obligations, covenants, and agreements;

(f) The transferee shall execute, for a term ending on the expiration date of this Agreement and with such renewal terms as may be provided by this Agreement, the standard form franchise agreement then being offered to new System franchisees and other ancillary agreements as Franchisor may require for the Restaurant, which agreements shall supersede this Agreement and its ancillary documents in all respects and the terms of which agreements may differ from the terms of this Agreement, including, without limitation, the then-current System-wide percentage royalty fee, advertising contribution, or expenditure requirement; provided, however, that the transferee shall not be required to pay any initial franchise fee;

(g) The transferee, at its expense, shall renovate, modernize, and otherwise upgrade the Restaurant and, if applicable, any delivery vehicles to conform to the then-current standards and specifications of the System, and shall complete the upgrading and other requirements which conform to the System-wide standards within the time period reasonably specified by Franchisor;

(h) The transferor shall remain liable for all of the obligations to Franchisor in connection with the Restaurant incurred prior to the effective date of the transfer and shall execute any and all instruments reasonably requested by Franchisor to evidence such liability;

(i) At the transferee's expense, the transferee, the transferee's general manager, and/or any other applicable Restaurant personnel shall complete any training programs then in effect for franchisees of Restaurants upon such terms and conditions as Franchisor may reasonably require;

(j) Franchisee shall pay to Franchisor a transfer fee equal to thirty-five percent (35%) of Franchisor's then-current initial franchise fee to reimburse Franchisor for reviewing the application to transfer, including, without limitation, training expenses, and legal and accounting fees;

(k) If the transferee is a corporation, limited liability company, or a partnership, the transferee shall make and will be bound by any or all of the representations, warranties, and covenants set forth at Article VI as Franchisor requests. Transferee shall provide to Franchisor evidence satisfactory to Franchisor that the terms of such Section have been satisfied and are true and correct on the date of transfer.

14.2.3 Franchisee shall not grant a security interest in the Restaurant or in any of Franchisee's assets without Franchisor's prior written consent, which shall not be unreasonably withheld. In connection therewith, the secured party will be required by Franchisor to agree that in the event of any default by Franchisee under any documents related to the security interest, Franchisor shall have the right and option to be substituted as obligor to the secured party and to cure any default of Franchisee.

14.2.4 Franchisee acknowledges and agrees that each condition which must be met by the transferee is reasonable and necessary to assure such transferee's full performance of the obligations hereunder.

14.3 Transfer to a Corporation or Limited Liability Company

In the event the proposed transfer is to a corporation or limited liability company formed solely for the convenience of ownership, Franchisor's consent may be conditioned upon any of the requirements set forth at Section 14.2.2, except that the requirements set forth at Sections 14.2.2(c), 14.2.2(d), 14.2.2(f), 14.2.2(g), 14.2.2(i), 14.2.2(j), and 14.2.2(k) shall not apply. With respect to a transfer to a corporation formed for the convenience of ownership, Franchisee shall be the owner of all of the voting stock or interest of the corporation and if Franchisee is more than one (1) individual, each individual shall have the same proportionate ownership interest in the corporation as he had in Franchisee prior to the transfer. A transfer under this Section 14.3 may occur one (1) time only.

14.4 Franchisor's Right to Purchase Business

14.4.1 If Franchisee wishes to transfer all or part of its interest in the Restaurant or this Agreement or if Franchisee or a Controlling Principal wishes to transfer any ownership interest in Franchisee, pursuant to any bona fide offer received from a third party to purchase such interest, then such proposed seller shall promptly notify Franchisor in writing of each such offer, and shall provide such information and documentation relating to the offer as Franchisor may require. Franchisor shall have the right and option, exercisable within thirty (30) days after receipt of such written notification and copies of all documentation required by Franchisor describing such offer, to send written notice to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party. In the event that Franchisor elects to purchase the seller's interest, closing on such purchase must occur within the latest of (i) sixty (60) days from the date of notice to the seller of the election to purchase by Franchisor; (ii) sixty (60) days from the date Franchisor receives or obtains all necessary documentation, permits, and approvals; or (iii) such other date as the parties agree upon in writing. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by Franchisor as in the case of an initial offer. Failure or the refusal of Franchisor to exercise the option afforded by this Section 14.4 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of Article XIV, with respect to a proposed transfer.

(a) In the case of a Restricted Transfer involving a bona fide purchase offer, then such proposed seller shall promptly notify Franchisor in writing of each such offer and shall provide such information and documentation relating to the offer as Franchisor may require. Franchisor shall have the right and option, exercisable within thirty (30) days after receipt of such written notification and copies of all documentation required by Franchisor describing such offer, to send written notice to the seller that Franchisor intends to purchase the interest proposed to be transferred in the Restricted Transfer on the same terms and conditions offered by the proposed purchaser (the "Offer Terms"). In the event that Franchisor elects to purchase the seller's interest, closing on such purchase must occur within the latest of (i) sixty (60) days from the date of notice to the seller of the election to purchase by Franchisor; (ii) sixty (60) days from the date Franchisor receives or obtains all necessary documentation, permits, and approvals; or (iii) such other date as the parties agree upon in writing. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by Franchisor as in the case of an initial offer. Failure or the refusal of Franchisor to exercise the option afforded by this Section 14.4 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of Article XIV with respect to a proposed transfer.

(b) Notwithstanding the provisions of Section 14.4.1(a) above, where the Restricted Transfer (alone or together with any other Restricted Transfer or event effected within the prior twenty-four (24) month period) results in a "Change of Control," Franchisor may elect, in its sole discretion, to treat the notice given pursuant to such Section 14.4.1(a) as an offer to assign to Franchisor all of Franchisee's rights under this Agreement and to the Restaurant (including lease and contract rights and other assets of Franchisee and its affiliates used in connection with the Restaurant, excluding the assets of Franchisee's benefit plans) (collectively, the "Restaurant Interests"). As used in this Section 14.4.1(b), Change of Control means any circumstance resulting in one or more of Franchisee's Controlling Principals ceasing to be a Franchisee Principal and/or the addition of any new Franchisee Principal. In such case, Franchisor shall notify Franchisee of the special election provided for in this Section 14.4.1(b) at the time it exercises its option as provided in Section 14.4.1(a). The terms of such purchase shall be the same as the Offer Terms (subject to the other provisions of this Section 14.4), but the price shall be the lesser of (1) the Implied Market Price or (2) the fair market value of the Restaurant Interests, determined in a manner consistent with Section 18.11.1. As used herein, "Implied Market Price" shall mean an amount equal to the total price to be paid by the transferee under the Offer Terms, divided by the percentage (expressed as a decimal) of ownership of the Franchisee proposed to be acquired (directly or indirectly) by the transferee, less the fair market value (determined as provided in Section 18.11.1) of any assets included in the Restricted Transfer that are not related to the Restaurant. If Franchisee has more than one (1) Restaurant, then the Implied Market Price shall, unless otherwise agreed by Franchisor and Franchisee, be allocated among all Restaurants equally.

(c) Franchisor may assign its rights under this Section 14.4 to any other person or entity, subject to Section 14.1 above.

(d) It shall be a material obligation of Franchisee under this Agreement to cause any transferor and transferee described in this Article XIV to perform all of the obligations imposed on such persons under this Article XIV.

14.4.2 In the event an offer from a third party provides for payment of consideration other than cash or involves certain intangible benefits, Franchisor may elect to purchase the interest proposed to be sold for the reasonable cash equivalent. If the parties cannot agree within a reasonable time on the reasonable cash equivalent of the non-cash part of the Offer Terms, then such amount shall be determined by two (2) appraisers, with each party selecting one (1) appraiser, and the average of their determinations shall be binding. In the event of such appraisal, each party shall bear its own legal and other costs, and each shall pay one-half (1/2) of the appraisal fees. In the event that Franchisor exercises its right of first refusal herein provided, it shall have the right to set off against any payment therefor (i) all fees for any such independent appraiser due from Franchisee hereunder, and (ii) all amounts due from Franchisee to Franchisor.

14.4.3 Failure to comply with the provisions of this Section prior to the transfer of any interest in Franchisee, the Restaurant or this Agreement shall constitute a material event of default under this Agreement.

14.5 Death or Disability of Franchisee

14.5.1 Upon the death of Franchisee (if Franchisee is a natural person) or any Controlling

Principal who is a natural person and who has an interest in this Agreement, the Restaurant or Franchisee (the "Deceased"), the executor, administrator, or other personal representative of the Deceased shall transfer such interest to a third party approved by Franchisor within twelve (12) months after the death. If no personal representative is designated or appointed or no probate proceedings are instituted with respect to the estate of the Deceased, then the distributee of such interest must be approved by Franchisor. If the distributee is not approved by Franchisor, then the distributee shall transfer such interest to a third party approved by Franchisor within twelve (12) months after the death of the Deceased.

14.5.2 Upon the permanent disability of Franchisee (if Franchisee is a natural person) or any Controlling Principal who is a natural person and who has an interest in this Agreement, the Restaurant or Franchisee, Franchisor may, in its reasonable discretion, require such interest to be transferred to a third party in accordance with the conditions described in this Article XIV within six (6) months after notice to Franchisee. "Permanent disability" shall mean any physical, emotional, or mental injury, illness, or incapacity which would prevent a person from performing the obligations set forth in this Agreement or in the guaranty made part of this Agreement for at least ninety (90) consecutive days and from which condition recovery within ninety (90) days from the date of determination of disability is unlikely. Permanent disability shall be determined by a licensed practicing physician selected by Franchisor, upon examination of the person; or if the person refuses to submit to an examination, then such person automatically shall be deemed permanently disabled as of the date of such refusal for the purpose of this Section 14.5. The costs of any examination required by this Section shall be paid by Franchisor.

14.5.3 Upon the death or claim of permanent disability of Franchisee or any Controlling Principal, Franchisee or a representative of Franchisee must notify Franchisor of such death or claim of permanent disability within ten (10) days of its occurrence. Any transfer upon death or permanent disability shall be subject to the same terms and conditions as described in this Section for any inter vivos transfer.
If an interest is not transferred upon death or permanent disability as required in this Section, then such failure shall constitute a material event of default under this Agreement.

14.5.4 In order to prevent any interruption of the Restaurant operations which would cause harm to the Restaurant, thereby depreciating the value thereof, Franchisee authorizes Franchisor, who may, at its option, in the event that Franchisee is absent for any reason or is incapacitated by reason of illness and is unable, in the sole and reasonable judgment of Franchisor, to operate the Restaurant to the Franchisor's required standards, operate the Restaurant for so long as Franchisor deems necessary and practical, and without waiver of any other rights or remedies Franchisor may have under this Agreement. All monies from the operation of the Restaurant during such period of operation by Franchisor shall be kept in a separate account, and the expenses of the Restaurant, including reasonable compensation and expenses for Franchisor's representative, shall be charged to said account. If, as herein provided, Franchisor temporarily operates the Restaurant franchised herein for Franchisee, Franchisee agrees to indemnify and hold harmless Franchisor and any representative of Franchisor who may act hereunder, from any and all acts which Franchisor may perform, as regards the interests of Franchisee or third parties.

14.6 No Waiver of Claims

Franchisor's consent to a transfer of any interest described herein shall not constitute a waiver of any claims which Franchisor may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand material and full compliance with any of the terms of this Agreement by the transferee.

14.7 Public Offering

Securities or partnership interests in Franchisee may be offered to the public (a "public offering") only with the prior written consent of Franchisor, which consent may be withheld in its sole and absolute discretion. As a condition of its approval to such offering, Franchisor may, in its sole and absolute discretion, require that immediately after such offering that Franchisee and the Controlling Principals retain a Controlling Interest in Franchisee. For the purpose of this Agreement, "Controlling Interest" shall mean: (a) if Franchisee is a corporation, that the Controlling Principals, either individually or cumulatively, (i) directly or indirectly own at least fifty-one percent (51%) of the shares of each class of Franchisee's issued and outstanding capital stock and (ii) be entitled, under its governing documents and under any agreements among the shareholders, to cast a sufficient number of votes to require such corporation to take or omit to take any action which such corporation is required to take or omit to take under this Agreement, or (b) if Franchisee is a partnership, that the Controlling Principals (i) own at least a fifty-one percent (51%) interest in the operating profits and operating losses of the partnership as well as at least a fifty-one percent (51%) ownership interest in the partnership (and at least a fifty-one percent (51%) interest in the shares of each class of capital stock of any corporate general partner) and (ii) be entitled under its partnership agreement or applicable law to act on behalf of the partnership without the approval or consent of any other partner or be able to cast a sufficient number of votes to require the partnership to take or omit to take any action which the partnership is required to take or omit to take under this Agreement.

14.8 Review of Public Offering Materials by Franchisor

All materials required for a public offering by federal or state law shall be submitted to Franchisor for a limited review as discussed below prior to being filed with any governmental agency; and any materials (including any private placement memoranda) to be used in any exempt offering or private placement shall be submitted to Franchisor for such review prior to their use. No Franchisee offering (public or private) shall imply (by use of the Marks or otherwise) that Franchisor is participating in an underwriting, issuance, or offering of securities of Franchisee or Franchisor, and Franchisor's review of any offering materials shall be limited solely to the subject of the relationship between Franchisee and Franchisor. Franchisor may, at its option, require Franchisee's offering materials to contain a written statement prescribed by Franchisor concerning the limitations described in the preceding sentence. Franchisee, its Controlling Principals, and the other participants in the offering must fully indemnify Franchisor, and its officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, and employees of each of them, in connection with the offering. For each proposed public or private offering, Franchisee shall pay to Franchisor a non-refundable fee of five thousand dollars ($5,000), to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering, including, without limitation, legal and accounting fees. Franchisee shall give Franchisor written notice at least thirty (30) days prior to the date of commencement of any offering or other transaction covered by Section 14.7.

14.9 Transfer Among Owners

If any person holding an interest in Franchisee, this Agreement or the Restaurant (other than Franchisee or a Controlling Principal, which parties shall be subject to the provisions set forth above) transfers such interest, then Franchisee shall promptly notify Franchisor of such proposed transfer in writing and shall provide such information relative thereto as Franchisor may reasonably request prior to such transfer. Such transferee may not be a competitor of Franchisor. Such transferee will be Franchisee's Principal and as such will have to execute a confidentiality agreement and ancillary covenants not to compete in the form then required by Franchisor, which form shall be in substantially the same form attached hereto as Attachment D (see Sections 10.2.2 and 10.3.4). Franchisor also reserves the right to designate the transferee as one of the Controlling Principals. Notwithstanding the provisions contained in Section 14.2 to the contrary, the Controlling Principals may freely transfer their ownership interests in Franchisee among themselves and to their family members (or to trusts for the benefit of such family members), and the Franchisor's right of first refusal shall be inapplicable with respect to such transfers, provided Franchisee provides Franchisor with thirty (30) days prior written notice of such transfer, which notice shall include the names and percentages transferred.

ARTICLE XV
INDEMNIFICATION

15.1 Indemnification by Franchisee

Franchisee and each of the Controlling Principals shall, at all times, indemnify and hold harmless to the fullest extent permitted by law Franchisor, its successors and assigns, their respective partners and affiliates and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, and employees of each of them ("Indemnitees"), from all "losses and expenses" (as defined in Section 15.4.2 below) incurred in connection with any action, suit, proceeding, claim, demand, investigation, or inquiry (formal or informal), or any settlement thereof (whether or not a formal proceeding or action has been instituted) which arises out of or is based upon any of the following:

15.1.1 The infringement, alleged infringement, or any other violation or alleged violation by Franchisee or any of the Controlling Principals of any patent, trademark, or copyright or other proprietary right owned or controlled by third parties (except as such may occur with respect to any right to use the Marks, any copyrights or other proprietary information granted hereunder pursuant to Article X.);

15.1.2 The violation, breach, or asserted violation or breach by Franchisee or any of the Controlling Principals of any federal, state or, local law, regulation, ruling, standard, or directive or any industry standard;

15.1.3 Libel, slander, or any other form of defamation of Franchisor, the System or any developer or franchisee operating under the System, by Franchisee or by any of the Controlling Principals;

15.1.4 The violation or breach by Franchisee or by any of the Controlling Principals of any warranty, representation, agreement, or obligation in this Agreement or in any other agreement between Franchisee or any of its affiliates and Franchisor and its Indemnitees; and

15.1.5 Acts, errors, or omissions of Franchisee, any of Franchisee's affiliates and any of the Controlling Principals and the officers, directors, shareholders, partners, agents, representatives, independent contractors, and employees of Franchisee and its affiliates in connection with the establishment and operation of the Restaurant, including, but not limited to, any acts, errors, or omissions of any of the foregoing in the operation of any motor vehicle. The parties understand and agree that Franchisor cannot and does not exercise control over the manner of operation of any motor vehicles used by, or on behalf of, Franchisee or any employee, agent, or independent contractor of Franchisee and that the safe operation of any motor vehicle is, therefore, entirely Franchisee's responsibility.

15.2 Notification of Action or Claim

Franchisee and each of the Controlling Principals agree to give Franchisor prompt notice of any such action, suit, proceeding, claim, demand, inquiry, or investigation. At the expense and risk of Franchisee and each of the Controlling Principals, Franchisor may elect to assume (but under no circumstance is obligated to undertake) or appoint associate counsel of its own choosing with respect to, the defense and/or settlement of any such action, suit, proceeding, claim, demand, inquiry, or investigation. Such an undertaking by Franchisor shall, in no manner or form, diminish the obligation of Franchisee and each of the Controlling Principals to indemnify the Indemnitees and to hold them harmless.

15.3 Franchisor May Settle

In order to protect persons or property, or its reputation or goodwill, or the reputation or goodwill of others, Franchisor may, at any time and without notice, as it in its reasonable judgment deems appropriate, consent or agree to settlements or take such other remedial or corrective action as it deems expedient with respect to the action, suit, proceeding, claim, demand, inquiry, or investigation if, in Franchisor's reasonable judgment, there are reasonable grounds to believe that:

15.3.1 any of the acts or circumstances enumerated in Section 15.1.1 through 15.1.4 above have occurred; or

15.3.2 any act, error, or omission as described in Section 15.1.5 may result directly or indirectly in damage, injury, or harm to the System, any person or any property.

15.4 Losses and Expenses

All losses and expenses incurred under this Article XV shall be chargeable to and paid by Franchisee or any of the Controlling Principals pursuant to its obligations of indemnity under this Section, regardless of any actions, activity, or defense undertaken by Franchisor or the subsequent success or failure of such actions, activity, or defense.

As used in this Article XV, the phrase "losses and expenses" shall include, without limitation, all losses, compensatory, exemplary, or punitive damages, fines, charges, costs, expenses, lost profits, reasonable attorneys' fees, court costs, settlement amounts, judgments, compensation for damages to the Franchisor's reputation and goodwill, costs of or resulting from delays, financing, costs of advertising material and media time/space, and costs of changing, substituting, or replacing the same, and any and all expenses of recall, refunds, compensation, public notices, and other such amounts incurred in connection with the matters described.

15.5 Indemnitees Do Not Assume Liability

The Indemnitees do not hereby assume any liability whatsoever for acts, errors, or omissions of any third party with whom Franchisee, any of the Controlling Principals, Franchisee's affiliates or any of the officers, directors, shareholders, partners, agents, representatives, independent contractors, and employees of Franchisee or its affiliates may contract, regardless of the purpose. Franchisee and each of the Controlling Principals shall hold harmless and indemnify the Indemnitees for all losses and expenses which may arise out of any acts, errors, or omissions of Franchisee, the Controlling Principals, Franchisee's affiliates, the officers, directors, shareholders, partners, agents, representatives, independent contractors, and employees of Franchisee and its affiliates and any such other third parties without limitation and without regard to the cause or causes thereof or the negligence of Franchisor or any other party or parties arising in connection therewith and whether such negligence be sole, joint or concurrent, or active or passive.

15.6 Recovery from Third Parties

Under no circumstances shall the Indemnitees be required or obligated to seek recovery from third parties or otherwise mitigate their losses in order to maintain a claim against Franchisee or any of the Controlling Principals. Franchisee and each of the Controlling Principals agree that the failure to pursue such recovery or mitigate loss will in no way reduce the amounts recoverable from Franchisee or any of the Controlling Principals by the Indemnitees.

15.7 Survival of Terms

Franchisee and the Controlling Principals expressly agree that the terms of this Article XV shall survive the termination, expiration or transfer of this Agreement or any interest herein.

ARTICLE XVI
RELATIONSHIP OF THE PARTIES

16.1 No Relationship

The parties acknowledge and agree that this Agreement does not create a fiduciary relationship between them, that Franchisee shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, joint employer, or servant of the other for any purpose.

16.2 Independent Contractor

During the term of this Agreement, Franchisee shall hold itself out to the public as an independent contractor conducting its Restaurant operations pursuant to the rights granted by Franchisor. Franchisee agrees to take such action as shall be reasonably necessary to that end, including, without limitation, exhibiting a notice of that fact in a conspicuous place on the Restaurant premises established for the purposes hereunder or on any delivery vehicle and on all letterhead, business cards, forms, and as further described in the Manuals. Franchisor reserves the right to specify in writing the content and form of such notice.

16.3 Franchisee Not Authorized

Franchisee understands and agrees that nothing in this Agreement authorizes Franchisee or any of the Controlling Principals to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name, and that Franchisor shall in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action, or for any act or omission of Franchisee or any of the Controlling Principals or any claim or judgment arising therefrom.

ARTICLE XVII
TERMINATION

17.1 Automatic Termination – No Right to Cure

17.1.1 Franchisee acknowledges and agrees that each of Franchisee's obligations described in this Agreement is a material and essential obligation of Franchisee; that non-performance of such obligations will adversely and substantially affect the Franchisor and the System; and that the exercise by Franchisor of the rights and remedies set forth herein is appropriate and reasonable.

17.1.2 Franchisee shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee, if Franchisee, or any of Franchisee's partners, if Franchisee is a partnership, or any of its officers, directors, shareholders, or members, if Franchisee is a corporation or limited liability company, shall become insolvent or makes a general assignment for the benefit of creditors; or if Franchisee files a voluntary petition under any section or chapter of federal bankruptcy law or under any similar law or statute of the United States or any state thereof, or admits in writing its inability to pay its debts when due; or if Franchisee is adjudicated a bankrupt or insolvent in proceedings filed against Franchisee under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States or any state; or if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); or if Franchisee is dissolved; or if execution is levied against Franchisee's business or property; or if suit to foreclose any lien or mortgage against the Restaurant premises or equipment is instituted against Franchisee and not dismissed within thirty (30) days; or if the real or personal property of Franchisee's Restaurant shall be sold after levy thereupon by any sheriff, marshal, or constable.

17.1.3 Franchisee shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, (except as otherwise stated below), effective immediately upon notice to Franchisee, upon the occurrence of any of the following events:

(a) If Franchisee operates the Restaurant or sells any products or services authorized by Franchisor for sale at the Restaurant at a location which has not been approved by Franchisor;

(b) If Franchisee fails to acquire an accepted location for the Restaurant within the time and in the manner specified in Article II;

(c) If Franchisee fails to construct or remodel the Restaurant in accordance with the plans and specifications provided to Franchisee under Section 5.3 as such plans may be adapted with Franchisor's approval in accordance with Section 2.5;

(d) If Franchisee fails to open the Restaurant for business within the period specified in Section 2.6 hereof;

(e) If Franchisee at any time ceases to operate or otherwise abandons the Restaurant, or loses the right to possession of the premises, or otherwise forfeits the right to do or transact business in the jurisdiction where the Restaurant is located; provided, however, that this provision shall not apply in cases of Force Majeure (acts of God, strikes, lockouts, or other industrial disturbances, war, riot, epidemic, acts of terrorism, fire, or other catastrophe or other forces beyond Franchisee's control), if through no fault of Franchisee, the premises are damaged or destroyed by an event as described above, provided that Franchisee applies within thirty (30) days after such event, for Franchisor's approval to relocate or reconstruct the premises (which approval shall not be unreasonably withheld) and Franchisee diligently pursues such reconstruction or relocation; such approval may be conditioned upon the payment of an agreed minimum fee to Franchisor during the period in which the Restaurant is not in operation;

(f) If Franchisee or any of the Controlling Principals is convicted of, or has entered a plea of *nolo contendere* to, a felony, a crime involving moral turpitude, or other crime that Franchisor believes is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or Franchisor's interests therein;

(g) If a threat or danger to public health or safety results from the construction, maintenance, or operation of the Restaurant;

(h) If Franchisee or any of the Controlling Principals purports to transfer any rights or obligations under this Agreement or any interest in Franchisee or the Restaurant to any third party without Franchisor's prior written consent or without offering Franchisor a right of first refusal with respect to such transfer, contrary to the terms of Article XIV of this Agreement;

(i) If Franchisee or any of its affiliates fails, refuses, or neglects promptly to pay any monies owing to Franchisor, or any of its affiliates or vendors, when due under this Agreement or any other agreement, or to submit the financial or other information required by Franchisor under this Agreement and does not cure such default within five (5) days following notice from Franchisor (or such other cure period specified in such other agreement, unless no cure period is stated or such period is less than five (5) days, in which case the five (5) day cure period shall apply);

(j) If Franchisee or any of the Controlling Principals fails to comply with the in-term covenants in Section 10.3 hereof or Franchisee fails to obtain execution of the covenants and related agreements required under Section 10.3.4 hereof within thirty (30) days following notice from the Franchisor;

(k) If, contrary to the terms of Section 10.2.1 hereof, Franchisee or any of the Controlling Principals discloses or divulges any confidential information provided to Franchisee or the Controlling Principals by Franchisor, or fails to obtain execution of covenants and related agreements required under Section 10.2.2 hereof within thirty (30) days following notice from the Franchisor;

(l) If a transfer upon death or permanent disability is not transferred in accordance with Article XIV and within the time periods therein;

(m) If Franchisee knowingly maintains false books or records, or submits any false reports to Franchisor;

(n) If Franchisee breaches in any material respect any of the covenants in any material respect set forth in Article VI or has falsely made any of the representations or warranties set forth in Article VI;

(o) If Franchisee fails to propose a qualified replacement or successor General Manager within the time required under Section 6.3.4 following ten (10) days prior written notice;

(p) If Franchisee fails to procure and maintain the insurance policies required by Article XII and Franchisee fails to cure such default within ten (10) days following notice from Franchisor;

(q) If Franchisee misuses or makes any unauthorized use of the Marks or otherwise materially impairs the goodwill associated therewith or Franchisor's rights therein; provided that, notwithstanding the above, Franchisee shall be entitled to notice of such event of default and shall have twenty-four (24) hours to cure such default;

(r) If Franchisee or any of the Controlling Principals commits three (3) material events of default under this Agreement, within any twelve (12) month period, whether or not such defaults are of the same or different nature and whether or not such defaults have been cured by Franchisee after notice by Franchisor;

(s) If Franchisee's General Manager is not able to complete Franchisor's initial training program to Franchisor's satisfaction, after having given Franchisee the opportunity to designate a replacement General Manager; and

(t) If Franchisee fails to comply with all applicable laws and ordinances relating to the Restaurant, including Anti-Terrorism Laws, or if Franchisee's or any of its owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or Franchisee or any of its owners otherwise violate any such law, ordinance, or regulation.

17.2 Notice of Termination – 30 Days to Cure

Except as provided in Sections 17.1.2 and 17.1.3 of this Agreement, upon any default by Franchisee which is susceptible of being cured, Franchisor may terminate this Agreement by giving written notice of termination stating the nature of such default to Franchisee at least thirty (30) days prior to the effective date of termination. However, Franchisee may avoid termination by immediately initiating a remedy to cure such default and curing it to Franchisor's reasonable or making a bona fide attempt to cure to Franchisor's reasonable satisfaction within the thirty (30) day period and by promptly providing proof thereof to Franchisor. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to Franchisee effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require. Defaults which are susceptible of cure hereunder may include, but are not limited to, the following illustrative events:

17.2.1 If Franchisee fails to comply with any of the requirements imposed by this Agreement, as it may from time to time be amended or reasonably be supplemented by Franchisor, or fails to carry out the terms of this Agreement in good faith.

17.2.2 If Franchisee fails to maintain or observe any of the standards, specifications, or procedures prescribed by Franchisor in this Agreement or otherwise in writing.

17.2.3 If Franchisee fails, refuses, or neglects to obtain Franchisor's prior written approval or consent as required by this Agreement.

17.3 Cross-Defaults, Non-Exclusive Remedies, etc.

Any default by Franchisee (or any person/company affiliated with Franchisee) under this Agreement may be regarded as a default under any other agreement between Franchisor (or any affiliate of Franchisor) and Franchisee (or any affiliate of Franchisee). Any default by Franchisee (or any person/company affiliated with Franchisee) under any other agreement, including, but not limited to, an area development agreement, any lease and/or sublease with any landlord, between Franchisor (or any affiliate of Franchisor) and Franchisee (or any person/company affiliated with Franchisee), and any default by Franchisee (or any person/company affiliated with Franchisee) under any obligation to Franchisor (or any affiliate of Franchisor) may be regarded as a default under this Agreement. Any default by Franchisee (or any person/company affiliated with Franchisee) under any lease, sublease, loan agreement, security interest, or otherwise, whether with Franchisor, any affiliate of Franchisor and/or any third party may be regarded as a default under this Agreement and/or any other agreement between Franchisor (or any affiliate of Franchisor) and Franchisee (or any affiliate of Franchisee).

In each of the foregoing cases, Franchisor (and any affiliate of Franchisor) will have all remedies allowed at law, including termination of Franchisee's rights (and/or those of any person/company affiliated with Franchisee) and Franchisor's (and/or Franchisor's affiliates') obligations. No right or remedy which Franchisor may have (including termination) is exclusive of any other right or remedy provided under law or equity and Franchisor may pursue any rights and/or remedies available.

ARTICLE XVIII
POST-TERMINATION

Upon termination or expiration of this Agreement, all rights granted hereunder to Franchisee shall forthwith terminate, and:

18.1 Cease Operations

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

18.2 Stop Using the System

Franchisee shall immediately and permanently cease to use, in any manner whatsoever, any confidential methods, computer software, procedures, and techniques associated with the System; the mark "Pizza @"; and all other Marks and distinctive forms, slogans, signs, symbols, and devices associated with the System. In particular, Franchisee shall cease to use, without limitation, all signs, advertising materials, displays, stationery, forms, and any other articles which display the Marks, and shall immediately change all paint colors, remove all of Franchisor's proprietary or non-proprietary design items.

18.3 Cancellation of Assumed Names

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

18.4 No Use of Similar Marks

Franchisee agrees, in the event it continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake or deception, or which is likely to dilute Franchisor's rights in and to the Marks, and further agrees not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with Franchisor constituting unfair competition.

18.5 Payment of Sums Owed

Franchisee and its Controlling Principals shall promptly pay all sums owing to Franchisor. Such sums shall include all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of any default by Franchisee, which obligation shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of the personal property, furnishings, equipment, fixtures, and inventory owned by Franchisee and on the premises operated hereunder at the time of default.

18.6 Payment of Damages, Costs, and Expenses

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

18.7 Delivery of Manuals and Materials

Franchisee shall immediately deliver to Franchisor all Manuals, software licensed by Franchisor, records, files, instructions, correspondence, all materials related to operating the Restaurant, including, without limitation, agreements, invoices, and any and all other materials relating to the operation of the Restaurant in Franchisee's possession or control, and all copies thereof (all of which are acknowledged to be Franchisor's property), and shall retain no copy or record of any of the foregoing, except Franchisee's copy of this Agreement and of any correspondence between the parties and any other documents which Franchisee reasonably needs for compliance with any provision of law.

18.8 Confidential Information

Franchisee and the Controlling Principals shall comply with the restrictions on confidential information contained in Article X of this Agreement and shall also comply with the non-competition covenants contained in Article X. Any other person required to execute similar covenants pursuant to Article X shall also comply with such covenants.

18.9 Advertising and Promotional Materials

Franchisee shall also immediately furnish Franchisor an itemized list of all advertising and sales promotion materials bearing the Marks or any of Franchisor's distinctive markings, designs, labels, or other marks thereon, whether located on Franchisee's premises or under Franchisee's control at any other location. Franchisor shall have the right to inspect these materials. Franchisor shall have the option, exercisable within thirty (30) days after such inspection, to purchase any or all of the materials at Franchisee's cost, or to require Franchisee to destroy and properly dispose of such materials. Materials not purchased by Franchisor shall not be utilized by Franchisee or any other party for any purpose unless authorized in writing by Franchisor.

18.10 Assignment to Franchisor

Upon execution of this Agreement, in partial consideration of the rights granted hereunder, Franchisee acknowledges and agrees that all right, title and interest in the signs and menu boards used at the Restaurant are hereby assigned to Franchisor, and that upon termination or expiration of this Agreement, neither Franchisee nor any lien holder of Franchisee shall have any further interest therein.

18.11 Assignment of Lease

If Franchisee operates the Restaurant under a lease for the Restaurant premises with a third party or, with respect to any lease for equipment used in the operation of the Franchised Business, then Franchisee shall, at Franchisor's option, assign to Franchisor any interest which Franchisee has in any lease or sublease for the premises of the Restaurant or any equipment related thereto. Franchisor may exercise such option at or within thirty (30) days after either termination or (subject to any existing right to renew) expiration of this Agreement. In the event Franchisor does not elect to exercise its option to acquire the lease or sublease for the Restaurant premises or does not have such option, Franchisee shall make such modifications or alterations to the Restaurant premises as are necessary to distinguish the appearance of the Restaurant from that of other Restaurants operating under the System and shall make such specific additional changes as Franchisor may reasonably request. If Franchisee fails or refuses to comply with the requirements of this Section 18.11, Franchisor shall have the right to enter upon the premises of the Franchised Business, without being guilty of trespass or any other crime or tort, to make or cause to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee agrees to pay upon demand.

Notwithstanding the provisions of this Section 18.11 to the contrary, in the event the lease is assigned to Franchisor, Franchisor hereby indemnifies and hold harmless Franchisee and any guarantors under said lease, for any breach by Franchisor or its successors or assigns from any liability arising out of the lease for the Restaurant premises from and after the date of the assignment of lease.

18.12 Franchisor's Right to Purchase

18.12.1 Except as provided in Sections 18.9, 18.10, and 18.13, Franchisor shall have the option, to be exercised within thirty (30) days after termination or expiration of this Agreement, to purchase from Franchisee any or all of the furnishings, equipment (including any electronic cash register or computer hardware and software systems), signs, fixtures, motor vehicles, supplies, and inventory of Franchisee related to the operation of the Restaurant, at fair market value. Franchisor shall be purchasing Franchisee's assets only and shall be assuming no liabilities whatsoever, unless otherwise agreed to in writing by the parties. If the parties cannot agree on the fair market value within thirty (30) days of Franchisor's exercise of its option, fair market value shall be determined by two (2) appraisers, with each party selecting one (1) appraiser, and the average of their determinations shall be binding. In the event of such appraisal, each party shall bear its own legal and other costs and each shall pay one-half (1/2) of the appraisal fees. If Franchisor elects to exercise any option to purchase herein provided, it shall have the right to set off (i) all fees for any such independent appraiser due from Franchisee, (ii) all amounts due from Franchisee to Franchisor, and (iii) any costs incurred in connection with any escrow arrangement (including reasonable legal fees), against any payment therefor and shall pay the remaining amount in cash.

18.12.2 In addition to the options described above and if Franchisee owns the Restaurant premises, then Franchisor shall have the option, to be exercised at or within thirty (30) days after termination or expiration of this Agreement, to purchase the Restaurant premises including any building thereon, if applicable, for the fair market value of the land and building, and any or all of the furnishings, equipment, signs, fixtures, vehicles, supplies, and inventory therein at fair market value. Franchisor shall purchase assets only and shall assume no liabilities whatsoever, unless otherwise agreed to in writing by the parties. If Franchisee does not own the land on which the Restaurant is operated and Franchisor exercises its option for an assignment of the lease, Franchisor may exercise this option for the purpose of purchasing the building if owned by Franchisee and related assets as described above. If the parties cannot agree on fair market value within thirty (30) days of Franchisor's exercise of its option, fair market value shall be determined in accordance with appraisal procedure described above.

18.12.3 With respect to the options described in Sections 18.11, 18.12.1, and 18.12.2, Franchisee shall deliver to Franchisor in a form satisfactory to Franchisor, such warranties, deeds, releases of lien, bills of sale, assignments and such other documents and instruments which Franchisor deems necessary in order to perfect Franchisor's title and possession in and to the properties being purchased or assigned and to meet the requirements of all tax and government authorities. If, at the time of closing, Franchisee has not obtained all of these certificates and other documents, Franchisor may, in its sole discretion, place the purchase price in escrow pending issuance of any required certificates or documents.

18.12.4 The time for closing of the purchase and sale of the properties described in Sections 18.12.1 and 18.12.2 shall be a date not later than thirty (30) days after the purchase price is determined by the parties or the determination of the appraisers, or such date Franchisor receives and obtains all necessary permits and approvals, whichever is later, unless the parties mutually agree to designate another date. The time for closing on the assignment of the lease described in Section 18.11 shall be a date no later than ten (10) days after Franchisor's exercise of its option thereunder unless Franchisor is exercising its options under either Section 18.12.1 or 18.12.2, in which case the date of the closing shall be on the same closing date prescribed for such option. Closing shall take place at Franchisor's corporate offices or at such other location as the parties may agree.

18.13 Restaurant Assets

Notwithstanding anything to the contrary contained in Sections 18.11 and 18.12, if Franchisee operates the Restaurant from a premises that is subleased to Franchisee by Franchisor, upon termination (or expiration if Franchisee does not renew) of this Agreement, Franchisor shall have the right to take immediate possession of the assets of the Restaurant, including, any or all of the furnishings, equipment (including any point of sale or computer hardware and software systems), signs, fixtures, motor vehicles, supplies, and inventory of Franchisee related to the operation of the Restaurant. Franchisor shall have a lien against all such assets in the amount of any amounts due to Franchisor under this Agreement or any other agreement. Franchisor shall have the right to have such assets appraised at the lower of cost or fair market value of the used assets, and to acquire all right, title, and interest to such assets, without conducting any public sale, by paying to Franchisee (or to any lender of Franchisee who has a lienholder interest in the assets) the difference between the appraised value and the amounts owed to Franchisor by Franchisee at the time of termination. If the lien on the assets from Franchisee's lender has priority over any lien of Franchisor, and the amount of the lien is in excess of the appraised value of such assets, Franchisor shall have the right to deal directly with Franchisee's lienholder, and to pay any amounts due to Franchisee directly to the lienholder. Franchisee agrees to provide all further assurances, and to execute all documents required by Franchisor or by law to lawfully effect such transfer, and to perfect Franchisor's security interest. Franchisor shall have the right to take such action without the execution of any further documents by Franchisee if Franchisee fails or refuses to comply with these further assurances.

18.14 Assignment of Options by Franchisor

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

18.15 Telephone Numbers, Yellow Pages Listings, etc.

Franchisee, at the option of Franchisor, shall assign to Franchisor all rights to the telephone numbers of the Restaurant and any related Yellow Pages trademark listing, social media profiles, ratings website profiles, or other business listings and execute all forms and documents required by Franchisor and any telephone company at any time to transfer such service and numbers to Franchisor. Further, Franchisee shall assign to Franchisor all Internet listings, domain names, Internet Accounts, advertising on the Internet or World Wide Web, websites, online business listing pages, online review pages, listings with search engines, e-mail addresses, social media accounts, ratings website profiles, or any other similar listing or usage related to the Franchised Business. Notwithstanding any forms and documents which may have been executed by Franchisor under Section 7.9, Franchisee hereby appoints Franchisor its true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking such action as is necessary to complete such assignment. This power of attorney shall survive the expiration or termination of this Agreement. Franchisee shall thereafter use different telephone numbers, email addresses, or other listings or usages at or in connection with any subsequent business conducted by Franchisee.

18.16 Liquidated Damages

If Franchisor terminates this Agreement with cause, Franchisee must pay Franchisor liquidated damages equal to the average value of the Royalty Fees Franchisee paid (per month) to Franchisor during the twelve (12) months before the termination multiplied by (i) twenty-four (24), being the number of months in two (2) full years, or (ii) the number of months remaining during the term of this Agreement, whichever is higher.

The parties hereto acknowledge and agree that it would be impracticable to determine precisely the damages Franchisor would incur from this Agreement's termination and the loss of cash flow from Royalty Fees due to, among other things, the complications of determining what costs, if any, Franchisor might have saved and how much the Royalty Fees would have grown over what would have been this Agreement's remaining term. The parties hereto consider this liquidated damages provision to be a reasonable, good faith pre-estimate of those damages.

The liquidated damages provision only covers Franchisor's damages from the loss of cash flow from the Royalty Fees. It does not cover any other damages, including damages to Franchisor's reputation with the public and landlords and damages arising from a violation of any provision of this Agreement other than the Royalty Fee section. Franchisee and each of its owners agree that the liquidated damages provision does not give Franchisor an adequate remedy at law for any default under, or for the enforcement of, any provision of this Agreement other than the Royalty Fee section.

ARTICLE XIX
MISCELLANEOUS

19.1 Notices

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by expedited delivery service or certified or registered mail, return receipt requested, first class postage prepaid, or sent by facsimile or email (provided that the sender confirms the facsimile by sending an original confirmation copy by certified or registered mail or expedited delivery service within three (3) business days after transmission) to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor: Pizza @ USA, Inc.
1311 22nd Ave N.
Saint Petersburg, Florida 33704
Attention: Managing Member

With a copy to: Linster E. Brinkley, Jr., Esq .
111 Second Avenue, N.E., Suite 900
Saint Petersburg, Florida 33701

Notices to Franchisee and the Controlling Principals:

Any notice shall be deemed to have been given at the time of personal delivery or, in the case of facsimile, upon transmission (provided confirmation is sent as described above) or, in the case of expedited delivery service or registered or certified mail, three (3) business days after the date and time of mailing.

19.2 Entire Agreement

This Agreement, the documents referred to herein, and the Attachments hereto, constitute the entire, full and complete agreement between Franchisor and Franchisee and the Controlling Principals concerning the subject matter hereof and shall supersede all prior related agreements between Franchisor and Franchisee and the Controlling Principals; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made by Franchisor in the Disclosure Document that was furnished to Franchisee by Franchisor. Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

19.3 No Waiver

No delay, waiver, omission or forbearance on the part of Franchisor to exercise any right, option, duty or power arising out of any breach or default by Franchisee or the Controlling Principals under this Agreement shall constitute a waiver by Franchisor to enforce any such right, option, duty or power against Franchisee or the Controlling Principals, or as to a subsequent breach or default by Franchisee or the Controlling Principals. Acceptance by Franchisor of any payments due to it hereunder subsequent to the time at which such payments are due shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee or the Controlling Principals of any terms, provisions, covenants, or conditions of this Agreement.

19.4 Prior Approval of Franchisor

Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor, and such approval or consent shall be obtained in writing.

19.5 No Warranty or Guaranty

Franchisor makes no warranties or guarantees upon which Franchisee may rely and assumes no liability or obligation to Franchisee or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

19.6 Continued Obligation to Pay Sums

If a Force Majeure event shall occur, then, in addition to payments required under Section 17.1.3(e), Franchisee shall continue to be obligated to pay to Franchisor any and all amounts that it shall have duly become obligated to pay in accordance with the terms of this Agreement prior to the occurrence of any Force Majeure event and the Indemnitees shall continue to be indemnified and held harmless by Franchisee in accordance with Article XV. Except as provided in Section 17.1.3(e) and the immediately preceding sentence herein, none of the parties hereto shall be held liable for a failure to comply with any terms and conditions of this Agreement when such failure is caused by an event of Force Majeure. Upon the occurrence of any event of the type referred to herein, the party affected thereby shall give prompt notice thereof to the other parties, together with a description of the event, the duration for which the party expects its ability to comply with the provisions of the Agreement to be affected thereby and a plan for resuming operation under the Agreement, which the party shall promptly undertake and maintain with due diligence. Such affected party shall be liable for failure to give timely notice only to the extent of damage actually caused.

19.7 Mediation and Arbitration

19.7.1 Franchisor and Franchisee acknowledge that during the term of this Agreement disputes may arise between the parties that may be resolvable through mediation. To facilitate such resolution, Franchisor and Franchisee agree that each party shall submit the dispute between them for nonbinding mediation at a mutually agreeable location before commencing an arbitration proceeding under Section 19.7.3. If Franchisor and Franchisee cannot agree on a location, the mediation will be conducted in St. Petersburg, Florida. The mediation will be conducted by one (1) mediator who is appointed under the American Arbitration Association's Commercial Mediation Rules and who shall conduct the mediation in accordance with such rules. Franchisor and Franchisee agree that statements made by Franchisor, Franchisee, or any other party in any such mediation proceeding will not be admissible in any arbitration or other legal proceeding. Each party shall bear its own costs and expenses of conducting the mediation and share equally the costs of any third parties who are required to participate in the mediation.

19.7.2 If any dispute between the parties cannot be resolved through mediation within forty-five (45) days following the appointment of the mediator, the parties agree to submit such dispute to arbitration subject to the terms and conditions of Section 19.7.3.

19.7.3 Except to the extent Franchisor elects to enforce the provisions of this Agreement by judicial process and injunction in Franchisor's sole discretion, all disputes, claims and controversies between the parties arising under or in connection with this Agreement or the making, performance or interpretation thereof (including claims of fraud in the inducement and other claims of fraud and the arbitrability of any matter) which have not been settled through negotiation or mediation will be settled by binding arbitration in Florida under the authority of Florida Statutes. The arbitrator(s) will have a minimum of five (5) years' experience in franchising or distribution law and will have the right to award specific performance of this Agreement. If the parties cannot agree upon a mutually agreeable arbitrator, then the arbitration shall be conducted as per the selection method set forth in the Florida Statutes. The proceedings will be conducted under the commercial arbitration rules of the American Arbitration Association, to the extent such rules are not inconsistent with the provisions of this arbitration provision or the Florida Statutes. The decision of the arbitrator(s) will be final and binding on all parties. This Section will survive termination or non-renewal of this Agreement under any circumstances. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction thereof. During the pendency of any arbitration proceeding, Franchisee and Franchisor shall fully perform their respective obligations under this Agreement.

19.8 Governing Law

With respect to any claims, controversies, or disputes which are not finally resolved through mediation or arbitration, or as otherwise provided above, Franchisee and the Controlling Principals hereby irrevocably submit themselves to the jurisdiction of the state courts of Pinellas County, Florida, and the Federal District Court nearest to Franchisor's headquarters. Franchisee and the Controlling Principals hereby waive all questions of personal jurisdiction for the purpose of carrying out this provision. Franchisee and the Controlling Principals hereby agree that service of process may be made upon any of them in any proceeding relating to or arising out of this Agreement or the relationship created by this Agreement by any means allowed by Florida or federal law. Franchisee and the Controlling Principals further agree that venue for any proceeding relating to or arising out of this Agreement shall be Pinellas County, Florida; provided, however, with respect to any action (1) for monies owed, (2) for injunctive or other extraordinary relief, or (3) involving possession or disposition of, or other relief relating to, real property, Franchisor may bring such action in any State or Federal District Court which has jurisdiction. With respect to all claims, controversies, disputes, or actions, related to this Agreement or the relationship created thereby, this

Agreement and any such related claims, controversies, disputes, or actions shall be governed, enforced and interpreted under Florida law.

19.9 Agreement Regarding Governing Law and Choice of Forum

Franchisee, the Controlling Principals and Franchisor acknowledge that the parties' agreement regarding applicable state law and forum set forth in Section 19.8 above provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising out of this Agreement or the parties' relationship created by this Agreement. Each of Franchisee, the Controlling Principals and Franchisor further acknowledge the receipt and sufficiency of mutual consideration for such benefit and that each party's agreement regarding applicable state law and choice of forum have been negotiated in good faith and are part of the benefit of the bargain reflected by this Agreement.

19.10 Acceptance of Agreement

Franchisee, the Controlling Principals and Franchisor acknowledge that the execution of this Agreement and acceptance of the terms by the parties occurred in Pinellas County, Florida, and further acknowledge that the performance of certain obligations of Franchisee arising under this Agreement, including, but not limited to, the payment of monies due hereunder and the satisfaction of certain training requirements of Franchisor, shall occur in Pinellas County, Florida.

19.11 Waiver of Punitive Damages

Franchisee, its Controlling Principals and Franchisor hereby waive, to the fullest extent permitted by law, any right to or claim or any punitive, exemplary, incidental, indirect, special, consequential, or other damages (including, without limitation, loss of profits) against either party, their officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, and employees, in their corporate and individual capacities, arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort, or otherwise) and agree that in the event of a dispute, either party shall be limited to the recovery of any actual damages sustained by it. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions of waiver by agreement of punitive, exemplary, incidental, indirect, special, consequential, or other damages (including, without limitation, loss of profits) shall continue in full force and effect.

19.12 Execution in Multiple Counterparts

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

19.13 Captions

The captions used in connection with the sections and subsections of this Agreement are inserted only for purpose of reference. Such captions shall not be deemed to govern, limit, modify, or in any other manner affect the scope, meaning, or intent of the provisions of this Agreement or any part thereof nor shall such captions otherwise be given any legal effect.

19.14 Survival of Terms

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

19.15 Severability of Provisions

Except as expressly provided to the contrary herein, each portion, section, part, term, and provision of this Agreement shall be considered severable; and if, for any reason, any portion, section, part, term, or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, this shall not impair the operation of, or have any other effect upon, the other portions, sections, parts, terms, or provisions of this Agreement that may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties; the invalid portions, sections, parts, terms, or provisions shall be deemed not to be part of this Agreement; and there shall be automatically added such portion, section, part, term, or provision as similar as possible to that which was severed which shall be valid and not contrary to or in conflict with any law or regulation.

19.16 Joint and Several Obligations

All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable. Without limiting the obligations individually undertaken by the Controlling Principals under this Agreement, all acknowledgments, promises, covenants, agreements, and obligations made or undertaken by Franchisee in this Agreement shall be deemed, jointly and severally, undertaken by all of the Controlling Principals.

19.17 Rights and Remedies Cumulative

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

19.18 Terminology

The term "Franchisee's Principals" shall include, collectively and individually, (1) Franchisee's spouse, if Franchisee is an individual, (2) all officers, directors, managers, and general partners (or persons holding comparable positions in non-corporate entities) of Franchisee and (3) all officers, directors, managers, and general partners (or persons holding comparable positions in non-corporate entities) of any Controlling Principal that itself is an entity, in each case whom Franchisor designates as Franchisee's Principals and all holders of an ownership interest in Franchisee and of any entity directly or indirectly controlling Franchisee, and any other person or entity controlling, controlled by, or under common control with Franchisee. As used in this Section 19.18, the terms "control" and "controlling" shall mean the power to influence the management decisions of the specified person and shall in any case be deemed to exist where the second person holds ten percent (10%) or more of the total ownership interest in the specified person, serves on any board of directors or comparable body of such specified person or acts as an officer, general partner or manager thereof (or holds a comparable position in a non-corporate entity). The initial Franchisee's Principals shall be listed on Attachment C. The term "Controlling Principals" shall include, collectively and individually, any Franchisee's Principal who has been designated by Franchisor as a Controlling

Principal hereunder. For purposes of this Agreement, a publicly held corporation is a corporation registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended, or a corporation subject to the requirements of Section 15(d) of such Act.

19.19 References

Each reference in this Agreement to a corporation or partnership shall be deemed to also refer to a limited liability company and any other entity or organization similar thereto. Each reference to the organizational documents, equity owners, directors, and officers of a corporation in this Agreement shall be deemed to refer to the functional equivalents of such organizational documents, equity owners, directors, and officers, as applicable, in the case of a limited liability company or any other entity or organization similar thereto.

19.20 No Rights or Remedies Except to the Parties

Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisee, Franchisor, Franchisor's officers, directors, members and employees and such of Franchisee's and Franchisor's respective successors and assigns as may be contemplated (and, as to Franchisee, authorized by Article XIV), any rights or remedies under or as a result of this Agreement.

19.21 Effectiveness of Agreement

This Agreement shall not become effective until signed by an authorized officer of Franchisor.

19.22 Modification of the System

Franchisee understands and agrees that the System must not remain static if it is to meet, without limitation, presently unforeseen changes in technology, competitive circumstances, demographics, populations, consumer trends, societal trends and other marketplace variables, and if it is to best serve the interests of Franchisor, Franchisee and all other franchisees. Accordingly, Franchisee expressly understands and agrees that Franchisor may from time to time change the components of the System including, but not limited to, altering the products, programs, services, methods, standards, forms, policies and procedures of that System; abandoning the System altogether in favor of another system in connection with a merger, acquisition, other business combination or for other reasons; adding to, deleting from or modifying those products, programs and services which Franchisee's Franchised Business is authorized and required to offer; modifying or substituting entirely the building, premises, equipment, signage, trade dress, décor, color schemes and uniform specifications and all other unit construction, design, appearance and operation attributes which Franchisee is required to observe hereunder; and changing, improving, modifying, or substituting other words or designs for, the Marks. Franchisee expressly agrees to comply with any such modifications, changes, additions, deletions, substitutions and alterations; provided, however, that such changes shall not materially and unreasonably increase Franchisee's obligations hereunder.

Franchisee shall accept, use and effectuate any such changes or modifications to, or substitution of, the System as if they were part of the System at the time that this Agreement was executed.

Franchisor shall not be liable to Franchisee for any expenses, losses, or damages sustained by Franchisee as a result of any of the modifications contemplated hereby. Franchisee hereby covenants not to commence or join in any litigation or other proceeding against Franchisor or any third party complaining of any such modifications or seeking expenses, losses, or damages caused thereby. Franchisee expressly waives any claims, demands or damages arising from or related to the foregoing activities including, without limitation, any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing.

19.23 Operation in the Event of Absence or Disability

In order to prevent any interruption of the Franchised Business operations which would cause harm to the Franchised Business, thereby depreciating the value thereof, Franchisee authorizes Franchisor, who may, at its option, in the event that Franchisee is absent for any reason or is incapacitated by reason of illness and is unable, in the sole and reasonable judgment of Franchisor, to operate the Franchised Business, operate the Franchised Business for so long as Franchisor deems necessary and practical, and without waiver of any other rights or remedies Franchisor may have under this Agreement. All monies from the operation of the Franchised Business during such period of operation by Franchisor shall be kept in a separate account, and the expenses of the Franchised Business, including reasonable compensation and expenses for Franchisor's representative, shall be charged to said account. If, as herein provided, Franchisor temporarily operates the Franchised Business franchised herein for Franchisee, Franchisee agrees to indemnify and hold harmless Franchisor and any representative of Franchisor who may act hereunder, from any and all acts which Franchisor may perform, as regards the interests of Franchisee or third parties.

19.24 Step-In Rights

If Franchisor determines in its sole judgment that the operation of Franchisee's business is in jeopardy, or if a default occurs, then in order to prevent an interruption of the franchised business which would cause harm to the franchise system and thereby lessen its value, Franchisee authorizes Franchisor to operate his/her business for as long as Franchisor deems necessary and practical, and without waiver of any other rights or remedies which Franchisor may have under this Agreement. In the sole judgment of Franchisor, Franchisor may deem Franchisee incapable of operating the franchised business if, without limitation, Franchisee is absent or incapacitated by reason of illness or death; Franchisee has failed to pay when due or has failed to remove any and all liens or encumbrances of every kind placed upon or against Franchisee's business; or Franchisor determines that operational problems require that Franchisor operate Franchisee's business for a period of time that Franchisor determines, in its sole discretion, to be necessary to maintain the operation of the business as a going concern.

Franchisor shall keep in a separate account all monies generated by the operation of Franchisee's business, less the expenses of the business, including reasonable compensation and expenses for Franchisor's representatives. In the event of the exercise of the Step-In Rights by Franchisor**,** Franchisee agrees to hold harmless Franchisor and its representatives for all actions occurring during the course of such temporary operation. Franchisee agrees to pay all of Franchisor's reasonable attorneys' fees and costs incurred as a consequence of Franchisor's exercise of its Step-In Rights. Nothing contained herein shall prevent Franchisor from exercising any other right which it may have under this Agreement, including, without limitation, termination.

ARTICLE XX
FRANCHISEE'S REPRESENTATIONS AND ACKNOWLEDGMENTS

20.1 Franchisee's Representations

Franchisee represents and warrants to Franchisor, with the intention that Franchisor is relying thereon in entering into this Agreement, that:

20.1.1 If Franchisee is a corporation, limited liability company, general partnership, partnership, or limited partnership, then Franchisee is organized under the laws of the state of its principal place of business (or another state which Franchisee has identified to Franchisor) and is in good standing with and qualified to do business in each state and political/governmental subdivision having jurisdiction over the Restaurant.

20.1.2 If Franchisee is a corporation, limited liability company, general partnership, partnership, or limited partnership, Franchisee has all corporate power and authority to execute, deliver, consummate, and perform this Agreement, and it will be binding upon Franchisee and its successors and assigns when executed.

20.1.3 Franchisee does not have any material liabilities, adverse claims, commitments, or obligations of any nature as of the date of execution of this Agreement, whether accrued, unliquidated, absolute, contingent, or otherwise which are not reflected as liabilities on the balance sheets of Franchisee's current financial statements, which Franchisee has furnished to Franchisor before the execution of this Agreement.

20.1.4 As of the date of execution of this Agreement, there are no actions, suits, proceedings or investigations pending or, to Franchisee's knowledge or the knowledge any of its officers, directors, principal shareholders, proprietors, partners or principals (as applicable) after due inquiry, threatened, in any court or arbitral forum, or before any governmental agency or instrumentality, nor to the best of Franchisee's knowledge or the knowledge of any such persons or entities (after due inquiry) is there any basis for any claim, action, suit, proceeding or investigation which affects or could affect, directly or indirectly, any of Franchisee's assets, properties, rights or business; Franchisee's right to operate and use its assets, properties or rights to carry on its business; and/or which affects or could affect Franchisee's right to assume and carry out in all respects the duties, obligations, and responsibilities specified in this Agreement.

20.1.5 Neither Franchisee nor any of its Principals is a party to any contract, agreement, covenant not to compete or other restriction of any type which may conflict with, or be breached by, the execution, delivery, consummation, and/or performance of this Agreement.

20.1.6 All of Franchisee's representations and warranties contained in this Agreement are complete, correct and accurate as of the date of execution of this Agreement and will survive any termination or expiration of this Agreement.

20.2 Franchisee's Acknowledgments

Franchisee acknowledges, warrants and represents to Franchisor and Franchisor relies on such acknowledgments, warranties and representations that:

20.2.1 No representation has been made by Franchisor (or any of Franchisor's employees, agents, or salespersons) and relied on by Franchisee as to the future or past income; expenses; sales volume; or potential profitability, earnings, or income of the Restaurant, or any other Pizza @ Restaurant, whether owned by Franchisor, its affiliates, or its franchisees. Franchisor makes no guaranties, promises, representations, statements, or warranties that Franchisee can or will achieve any level or range of sales, income, or other measures of performance.

____
Initials

20.2.2 No representation or statement has been made by Franchisor (or any of

Franchisor's employees, agents, or salespersons) and relied on by Franchisee regarding Franchisee's anticipated income, earnings, and growth or that of Franchisor or the Pizza @ System, or the viability of the business opportunity being offered under this Agreement.

____
Initials

20.2.3 Before executing this Agreement, Franchisee has had the opportunity to contact any and all of Franchisor's existing franchisees.

____
Initials

20.2.4 Franchisee has had the opportunity to independently investigate, analyze and construe both the business opportunity being offered under this Agreement, and the terms and provisions of this Agreement, using the services of legal counsel, accountants or other advisers (if Franchisee so elects) of its choosing. Franchisee has been advised to consult with Franchisee's advisors with respect to the legal, financial and other aspects of this Agreement, the Restaurant, and the prospects for the Restaurant. Franchisee has either consulted with these advisors or has deliberately declined to do so.

____
Initials

20.2.5 Franchisee has received from Franchisor a copy of Franchisor's Franchise Disclosure Document, together with a copy of all proposed agreements relating to the sale of the franchise at least fourteen (14) calendar days before the execution of this Agreement or at least fourteen (14) calendar days before the payment by Franchisee to Franchisor of any consideration in connection with the sale or proposed sale of the franchise granted by this Agreement.

____
Initials

20.2.6 No representation or statement has been made by Franchisor (or any of Franchisor's employees, agents, or salespersons) and relied on by Franchisee regarding Franchisee's ability to procure any required license or permit that may be necessary to the operation of the Restaurant.

____
Initials

20.2.7 Franchisee affirms that all information set forth in all applications, financial statements and submissions to Franchisor are true, complete and accurate in all respects, and Franchisee expressly acknowledges that Franchisor is relying on the truthfulness, completeness, and accuracy of this information.

____
Initials

20.2.8 Attached hereto as Exhibit J is a Franchisee Disclosure Acknowledgment

Statement. Franchisee shall have received and answer the questions thereon, relating to representations that have or have not been made to Franchisee. Franchisee has executed the Statement voluntarily and attached it hereto.

____
Initials

20.2.9 Franchisee understands and agrees that Franchisor may manage and change the System and Franchisor's business in any manner that is not expressly prohibited by this Agreement. Whenever Franchisor has the right within this Agreement to take or withhold action or to grant or decline to Franchisee the right to take or withhold action, Franchisor may make such a decision on the basis of Franchisor's business judgment of what is in Franchisor's best interests and those of the System and the franchise network, without regard to whether other reasonable alternative decisions exist or whether Franchisor's decision adversely affects Franchisee. Absent applicable statute, Franchisor shall have no liability for such a decision and Franchisee agrees that Franchisor's decision will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, Franchisee agrees that such a covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants to Franchisor the right to make decisions, take actions and/or refrain from taking actions not inconsistent with Franchisee's rights and obligations hereunder.

____
Initials

20.2.10 Although Franchisor retains the right to establish and periodically modify System standards, which Franchisee has agreed to maintain in the operation of the Franchised Restaurant, Franchisee retains the right and sole responsibility for the day-to-day management and operation of the Restaurant and the implementation and maintenance of System standards at the Restaurant.

____
Initials

20.2.11 Franchisee acknowledges and agrees that Franchisor may modify the offer of its franchises to other franchisees in any manner and at any time, which offers and agreements have or may have terms, conditions, and obligations that may differ from the terms, conditions, and obligations in this Agreement.

____
Initials

20.2.12 Franchisee acknowledges that the success of the business venture contemplated under this Agreement is speculative and depends, to a large extent, upon Franchisee's ability as an independent businessperson, his/her active participation in the daily affairs of the business, market conditions, area competition, availability of product, quality of services provided as well as other factors. Franchisor does not make any representation or warranty express or implied as to the potential success of the business venture contemplated hereby.

____
Initials

[Signatures appear on the next page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the date first above written.

FRANCHISOR:
PIZZA @ USA, INC.
a Florida limited liability company

ATTEST:

______________________________ By:______________________________
Witness Name:______________________
Title:______________________________
Accepted On:______________________
(the "Effective Date")

______________________________ By:______________________________
Witness Name: ____________________________
Title:______________________________
Date:______________________________

CONTROLLING PRINCIPALS

Each of the undersigned acknowledges and agrees as follows:

1. Each has read the terms and conditions of the Franchise Agreement and acknowledges that the execution of this guaranty and the undertakings of the Controlling Principals in the Franchise Agreement are in partial consideration for, and a condition to, the granting of this license, and that Franchisor would not have granted this license without the execution of this guaranty and such undertakings by each of the undersigned;

2. Each is included in the term "Controlling Principals" as described in Section 19.18 of the Franchise Agreement;

3. Each individually, jointly and severally, makes all of the covenants, representations, warranties, and agreements of the Controlling Principals set forth in the Franchise Agreement and is obligated to perform thereunder; and

4. Each individually, jointly and severally, unconditionally and irrevocably guarantees to Franchisor and its successors and assigns that all of Franchisee's obligations under the Franchise Agreement will be punctually paid and performed. Upon default by Franchisee or upon notice from Franchisor, each will immediately make each payment and perform each obligation required of Franchisee under the Franchise Agreement. Without affecting the obligations of any of the Controlling Principals under this guaranty, Franchisor may, without notice to the Controlling Principals, waive, renew, extend, modify, amend or release any indebtedness or obligation of Franchisee or settle, adjust, or compromise any claims that Franchisor may have against Franchisee. Each of the Controlling Principals waives all demand and notices of every kind with respect to the enforcement of this guaranty, including, without limitation, notice of presentment, demand for payment or performance by Franchisee, any default by Franchisee or any guarantor and any release of any guarantor or other security for this guaranty or the obligations of Franchisee. Franchisor may pursue its rights against any of the Controlling Principals, jointly or severally, without first exhausting its remedies against Franchisee and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy. Upon receipt by Franchisor of notice of the death of any of the Controlling Principals, the estate of the deceased will be bound by the foregoing guaranty, but only for defaults and obligations under the Franchise Agreement existing at the time of death, and in such event, the obligations of the remaining Controlling Principals shall continue in full force and effect.

ATTEST:	CONTROLLING PRINCIPALS:
______________________________	______________________________
Witness	Name:________________________
______________________________	______________________________
Witness	Name:________________________

____
Witness

____
Name:___________________________

____
Witness

____
Name:___________________________

ATTACHMENT A TO THE FRANCHISE AGREEMENT

ACCEPTED LOCATION AND TERRITORY

1. ACCEPTED LOCATION

Pursuant to Section 1.2 of the Franchise Agreement, the Restaurant shall be located at the following Accepted Location:

____

2. TERRITORY:

Pursuant to Section 1.4 of the Franchise Agreement, the Territory shall be:

____

____

ATTACHMENT B TO THE FRANCHISE AGREEMENT
COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned ("Assignor") assigns, transfers and sets over to Pizza @ USA, Inc., a Florida corporation ("Assignee"), all of Assignor's right and title to and interest in that certain "Lease" a copy of which is attached as Exhibit A respecting premises commonly known as ________________________________. This assignment is for collateral purposes only and except as specified in this document Assignee will have no liability or obligation of any kind whatsoever arising from or in connection with this assignment or the Lease unless and until Assignee takes possession of the premises the Lease demises according to the terms of this document and assumes Assignor's obligations under the Lease.

Assignor represents and warrants to Assignee that it has full power and authority to assign the Lease and that Assignor has not previously assigned or transferred and is not otherwise obligated to assign or transfer any of its interest in the Lease or the premises it demises.

Upon Assignor's default under the Lease or under the "Franchise Agreement" for a Restaurant between Assignee and Assignor or in the event Assignor defaults under any document or instrument securing the Franchise Agreement Assignee has the right to take possession of the premises the Lease demises and expel Assignor from the premises. In that event Assignor will have no further right and title to or interest in the Lease but will remain liable to Assignee for any past due rental payments or other charges Assignee is required to pay Lessor to effectuate the assignment this document contemplates.

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

ASSIGNEE: ASSIGNOR:

PIZZA @ USA, Inc. ________________________________

By:___ By:___ Name:___ Name:___ Title:___ Title:___ Date:
Date:

CONSENT TO COLLATERAL ASSIGNMENT AND AGREEMENT OF LESSOR

The undersigned Lessor under the Lease:

(a) Agrees to notify Assignee in writing of and upon Assignor's failure to cure any default by Assignor under the Lease;

(b) Agrees that Assignee will have the right, but not the obligation, to cure any default by Assignor under the Lease within thirty (30) days after Lessor's delivery of notice of the default under section (a) above;

(c) Consents to the Collateral Assignment and agrees that if Assignee takes possession of the premises the Lease demises and confirms to Lessor that it has assumed the Lease as tenant, Lessor will recognize Assignee as tenant under the Lease, provided that Assignee cures within the thirty (30) day period noted in section (b) above Assignor's defaults under the Lease; and

(d) Agrees that Assignee may further assign the Lease to or enter into a sublease with a person, firm, or corporation who agrees to assume the tenant's obligations under the Lease and is reasonably acceptable to Lessor and that upon that assignment Assignee will have no further liability or obligation under the Lease as assignee, tenant, or otherwise, other than to certify that the additional assignee or sublessee operates the premises the Lease demises as a Restaurant.

Dated:____________________

____

_________________________________, Lessor

ATTACHMENT C TO THE FRANCHISE AGREEMENT

STATEMENT OF OWNERSHIP INTERESTS AND FRANCHISEE'S PRINCIPALS

A. The following is a list of all shareholders, partners, or other investors in Franchisee, including all investors who own or hold a direct or indirect interest in Franchisee, and a description of the nature of their interest:

Name	Percentage of Ownership/Nature of Interest

B. In addition to the persons listed in paragraph A, the following is a list of all of Franchisee's Principals described in and designated pursuant to Section 19.18 of the Franchise Agreement. Unless designated as a Controlling Principal, each of Franchisee's Principals shall execute the Confidentiality Agreement and Ancillary Covenants Not to Compete substantially in the form set forth in Attachment D (see Sections 10.2.2 and 10.3.4 of the Franchise Agreement):

ATTACHMENT D TO THE FRANCHISE AGREEMENT

CONFIDENTIALITY AGREEMENT AND ANCILLARY COVENANTS NOT TO COMPETE

This Agreement is made and entered into this _____ day of ____________, 20___ , between Pizza @ USA, Inc., a Florida corporation ("Franchisor"), __________________ ("Franchisee") and ______________________ ("Covenantor").

RECITALS:

WHEREAS, Franchisor has developed a unique system (the "System") for the development and operation of restaurants under the name and mark "Pizza @" ("Restaurants"); and

WHEREAS, Franchisor has granted Franchisee the limited right to operate a Restaurant using the System, the Marks, and the Trade Secrets for the period defined in the franchise agreement made and entered into on _______________, 20___ ("Franchise Agreement"), by and between Franchisor and Franchisee; and

WHEREAS, Franchisor and Franchisee have agreed in the Franchise Agreement on the importance to Franchisor and to Franchisee and other licensed users of the System of restricting the use, access, and dissemination of the Trade Secrets; and

WHEREAS, it will be necessary for certain employees, agents, independent contracts, officers, directors, and interest holders of Franchisee, or any entity having an interest in Franchisee ("Covenantor") to have access to and to use some of all of the Trade Secrets in the management and operation of Franchisee's business using the System; and

WHEREAS, the System includes, but is not limited to, certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the mark "Pizza @ Making Pizza Personal" and such other trade names, service marks, trademarks, logos, insignia, slogans, emblems, designs, and commercial symbols as Franchisor or its affiliates may develop in the future to identify for the public the source of services and products marketed under such marks and under the System and representing the System's high standards of quality, appearance, and service and distinctive exterior and interior design, décor, and color scheme and furnishings ("Marks"); proprietary recipes and menu items; uniform standards, specifications and procedures for inventory and management and financial control; operations; quality and uniformity of products and services offered; procedures for management and financial control; training and assistance; and advertising and promotional programs; all of which may be changed, improved, and further developed by Franchisor from time to time and are used by Franchisor in connection with the operation of the System ("Trade Secrets"); and

WHEREAS, the Marks and Trade Secrets provide economic advantages to Franchisor and are not generally known to, and are not readily ascertainable by proper means by, Franchisor's competitors who could obtain economic value from knowledge and use of the Trade Secrets; and

WHEREAS, Franchisee has agreed to obtain from Covenantor a written agreement protecting the Trade Secrets and the System against unfair competition; and

WHEREAS, Covenantor wishes to remain, or wishes to become, associated with or employed by Franchisee; and

WHEREAS, Covenantor wishes and needs to receive and use the Trade Secrets in the course of his employment or association in order to effectively perform his services for Franchisee; and

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

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

Confidentiality Agreement

1. Franchisor and/or Franchisee shall disclose to Covenantor some or all of the Trade Secrets relating to the System. All information and materials, including, without limitation, any manuals, drawings, specifications, techniques, and compilations of data which Franchisor provides to Franchisee and/or Covenantor shall be deemed confidential Trade Secrets for the purposes of this Agreement.

2. Covenantor shall receive the Trade Secrets in confidence and shall, at all times, maintain them in confidence, and use them only in the course of his employment or association with the Franchisee and then only in connection with the development and/or operation by Franchisee of a Restaurant for so long as Franchisee is licensed by Franchisor to use the System.

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

4. Covenantor shall not at any time disclose or permit the disclosure of the Trade Secrets except to other employees of Franchisee and only to the limited extent necessary to train or assist other employees of Franchisee in the development or operation of a Restaurant using the System.

5. Covenantor shall surrender any material containing some or all of the Trade Secrets to Franchisee or Franchisor, upon request, or upon termination of employment by Franchisee, or upon conclusion of the use for which such information or material may have been furnished to Covenantor.

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

7. All manuals are loaned by Franchisor to Franchisee for limited purposes only and remain the property of Franchisor and may not be reproduced, in whole or in part, without Franchisor's written consent.

Covenants Not to Compete

1. In order to protect the goodwill and unique qualities of the System and the confidentiality and value of the Trade Secrets, and in consideration for the disclosure to Covenantor of the Trade Secrets, Covenantor further agrees and covenants as follows:

a. Not to divert, or attempt to divert, directly or indirectly, any business, business opportunity, or customer of the Franchisee's Restaurant to any competitor of the Restaurant.

b. Not to employ, or seek to employ, any person who is at the time or was within the preceding ninety (90) days employed by Franchisor, or any franchisee or developer of Franchisor, or otherwise directly or indirectly induce such person to leave that person's employment except as may occur in connection with Franchisee's employment of such person if permitted under the Franchise Agreement.

c. Except for the Restaurant described in the Franchise Agreement, not to directly or indirectly, for himself, or through, on behalf of, or in conjunction with any person, partnership or corporation, without the prior written consent of Franchisor, own, maintain, operate, engage in or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations, or joint ventures), advise, assist, or make loans to, any business located within the United States, its territories, states or commonwealths, or any other country, province, state or geographic area in which Franchisor or any of its affiliates has used, sought registration of, or registered the same or similar Marks or operates or licenses others to operate a business under the same or similar Marks, which business is of a character and concept similar to the Restaurant, including a food service business which offers and sells the same or similar food products (a "Competitive Business").

2. In further consideration for the disclosure to Covenantor of the Trade Secrets and to protect the uniqueness of the System, Covenantor agrees and covenants that for two (2) years following the earlier of the expiration, termination or transfer of all of Franchisee's interest in the Franchise Agreement or the termination of his association with or employment by Franchisee, Covenantor will not, without the prior written consent of Franchisor:

a. Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of the Restaurant to any competitor.

b. Employ, or seek to employ, any person who is at the time or was within the preceding ninety (90) days employed by Franchisor, or any franchisee or developer of Franchisor, or otherwise directly or indirectly induce such persons to leave that person's employment.

c. Directly or indirectly, for himself or through, on behalf of or in conjunction with any person, partnership or corporation, own, maintain, operate, engage in or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to, any Competitive Business, which business is, or is intended to be, located within twenty (20) miles of any Restaurant in the System.

Miscellaneous

1. Franchisee shall make all commercially reasonable efforts to ensure that Covenantor acts as required by this Agreement.

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

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

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

5. THIS AGREEMENT SHALL BE INTERPRETED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT REFERENCE TO FLORIDA CHOICE OF LAW PRINCIPLES. COVENANTOR HEREBY IRREVOCABLY SUBMITS HIMSELF TO THE JURISDICTION OF THE STATE COURTS OF PINELLAS COUNTY, FLORIDA, AND THE FEDERAL DISTRICT COURTS CLOSEST TO FRANCHISOR'S HEADQUARTERS. COVENANTOR HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. COVENANTOR HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON HIM IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY FLORIDA OR FEDERAL LAW. COVENANTOR FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE PINELLAS COUNTY, FLORIDA; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION WHICH INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR OR FRANCHISEE MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE WHICH HAS JURISDICTION.

6. The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a party, Covenantor expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law as if the resulting covenant were separately stated in and made a part of this Agreement.

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

8. All notices and demands required to be given hereunder shall be in writing and shall be sent by personal delivery, expedited delivery service, certified, or registered mail, return receipt requested, first class postage prepaid to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other parties.

If directed to Franchisor, the notice shall be addressed to:

Pizza @ USA, Inc.
1311 22nd Ave N.
Saint Petersburg, Florida 33704
Attention: Managing Member

With a copy to:

Linster E. Brinkley, Jr.
111 Second Avenue, N.E., Suite 900
Saint Petersburg, Florida 33701

If directed to Franchisee, the notice shall be addressed to:

____
____
____
Attention: __________________

If directed to Covenantor, the notice shall be addressed to:

____
____
____
Attention: __________________

Any notices sent by personal delivery shall be deemed given upon receipt. Any notice sent by expedited delivery service or registered or certified mail shall be deemed given three (3) business days after the time of mailing. Any change in the foregoing addresses shall be effected by giving fifteen (15) days' written notice of such change to the other parties. Business day for the purpose of this Agreement excludes Saturday, Sunday, and the following national holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Easter, Memorial Day, Flag Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

9. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and shall inure to the benefit of its respective successors and assigns. The respective obligations of Franchisee and Covenantor hereunder may not be assigned by Franchisee or Covenantor without the prior written consent of Franchisor.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by their signatures below.

FRANCHISOR:
PIZZA @ USA, Inc.
a Florida corporation

ATTEST:

By:______________________________
_________________________________ Name:_____________________
Witness Title:_____________________________

FRANCHISEE:

By:______________________________
_________________________________ Name:_____________________
Witness Title:_____________________________

COVENANTOR:

_________________________________ By:______________________________

Witness Name:___________________________

ATTACHMENT E TO THE FRANCHISE AGREEMENT
<u>ELECTRONIC TRANSFER AUTHORIZATION</u>

AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO PIZZA @ USA, INC. ("COMPANY")

Depositor hereby authorizes and requests ____ (the "Depository") to initiate debit and credit entries to Depositor's ☐ checking and ☐ savings account (select one) indicated below drawn by and payable to the order of Pizza @ USA, Inc. by Electronic Funds Transfer, provided there are sufficient funds in said account to pay the amount upon presentation.

Depositor agrees that the Depository's rights with respect to each such charge shall be the same as if it were a check drawn by the Depository and signed by Depositor. Depositor further agrees that if any such charge is dishonored, whether with or without cause and whether intentionally or inadvertently, the Depository shall be under no liability whatsoever.

Depository Name:____

City:_____________________________ State:_________ Zip Code:____________

Transit/ABA Number:____________________________ Account Number:_________________

This authority is to remain in full force and effect until Company has received written notification from me (or either of us) of its termination in such time and in such manner to afford Company and Depository a responsible opportunity to act on such request.

Depositor: (Please Print)

____

____

____
Date Signed

____

Signature(s) of Depositor, as Printed Above

Please attach a voided blank check, for purposes of setting up Bank and Transit Numbers.

ATTACHMENT F TO THE FRANCHISE AGREEMENT <u>POWER OF ATTORNEY (TELEPHONE)</u>

<u>Telephone Nos, Uniform Resource Locators (URLs), Websites, and Electronic Mail Addresses.</u>

IRREVOCABLE POWER OF ATTORNEY

STATE OF ________________)
)
COUNTY OF ______________)

KNOW ALL MEN BY THESE PRESENTS

That ____________________________ ("Franchisee") does hereby irrevocably constitute and appoint Pizza @ USA, Inc., a Florida corporation ("Franchisor"), true and lawful attorney-in-fact and agent for Franchisee and in Franchisee's name, place, and stead, to do or cause to be done all things and to sign, execute, acknowledge, certify, deliver, accept, record, and file all such agreements, certificates, instruments, and documents as, in the sole discretion of Franchisor, shall be necessary or advisable for the sole purpose of assigning to Franchisor all of Franchisee's right, title, and interest in and to any and all telephone numbers of Franchisee's franchise and all related Yellow Pages, White Pages, and other business listings, including, but not limited to, the execution and delivery of any Transfer of Service Agreement and any other transfer documentation required by the applicable telephone service company providing telephone services to Franchisee, and all electronic mail addresses, URLs, and websites, hereby granting unto Franchisor full power and authority to do and perform any and all acts and things which, in the sole discretion of Franchisor, are necessary or advisable to be done as fully to all intents and purposes as Franchisee might or could itself do, hereby ratifying and confirming all that Franchisor may lawfully do or cause to be done by virtue of this Power of Attorney and the powers herein granted.

During the term of this Power of Attorney and regardless of whether Franchisee has designated any other person to act as its attorney-in-fact and agent, no person, firm, or corporation dealing with Franchisor shall be required to ascertain the authority of Franchisor, nor to see to the performance of the agency, nor be responsible in any way for the proper application of funds or property paid or delivered to Franchisor. Any person, firm, or corporation dealing with Franchisor shall be fully protected in acting and relying on a certificate of Franchisor that this Power of Attorney on the date of such certificate has not been revoked and is in full force and effect, and Franchisee shall not take any action against any person, firm, or corporation acting in reliance on such a certificate or a copy of this Power of Attorney. Any instrument or document executed on behalf of Franchisee by Franchisor shall be deemed to include such a certificate on the part of Franchisor, whether or not expressed. This paragraph shall survive any termination of this Power of Attorney.

This Power of Attorney shall terminate two (2) years following the expiration or termination of that certain Franchise Agreement dated as of ________________, 20___ by and between Franchisor and Franchisee. Such termination, however, shall not affect the validity of any act or deed that Franchisor may have effected prior to such date pursuant to the powers herein granted.

This instrument is to be construed and interpreted as an irrevocable power of attorney coupled with an interest. It is executed and delivered in the State of _______ and the laws of the State of _______ shall govern all questions as to the validity of this Power of Attorney and the construction of its provisions.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney as of the _____ day of ________________, 20___.

FRANCHISEE:

____

By:______________________________
Name:_____________________
Title:____________________________

STATE OF ________________)
)
COUNTY OF ______________)

BEFORE ME, the undersigned authority, on this day personally appeared _________________, _______________ of ______________________, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____________, 20__.

(SEAL)

____
Notary Public in and for
The State of ________________

My commission expires:

____

ATTACHMENT G TO THE FRANCHISE AGREEMENT
POWER OF ATTORNEY (TAX)

Taxes

IRREVOCABLE POWER OF ATTORNEY

STATE OF ________________)
)
COUNTY OF ______________)

KNOW ALL MEN BY THESE PRESENTS

That ________________, a ____________________ ("Franchisee"), does hereby irrevocably constitute and appoint Pizza @ USA, Inc., a Florida corporation ("Franchisor"), true and lawful attorneyin-fact and agent for Franchisee and in Franchisee's name, place and stead to do or cause to be done all things and to sign, execute, acknowledge, certify, deliver, accept, record, and file all such agreements, certificates, instruments, and documents as, in the sole discretion of Franchisor, shall be necessary or advisable for the sole purpose of obtaining any and all returns, records, reports, and other documentation relating to the payment of taxes filed by Franchisee with any state and/or federal taxing authority, including, but not limited to, the State Comptroller of the State of ________, hereby granting unto Franchisor full power and authority to do and perform any and all acts and things which, in the sole discretion of Franchisor, are necessary or advisable to be done as fully to all intents and purposes as Franchisee might or could itself do, hereby ratifying and confirming all that Franchisor may lawfully do or cause to be done by virtue of this Power of Attorney and the powers herein granted.

During the term of this Power of Attorney, and regardless of whether Franchisee has designated any other person to act as its attorney-in-fact and agent, no governmental agency, person, firm or corporation dealing with Franchisor, if acting in good faith, shall be required to ascertain the authority of Franchisor, nor to see to the performance of the agency, nor be responsible in any way for the proper application of documents delivered or funds or property paid or delivered to Franchisor. Any governmental agency, person, firm, or corporation dealing with Franchisor shall be fully protected in acting and relying on a certificate of Franchisor that this Power of Attorney on the date of such certificate has not been revoked and is in full force and effect, and Franchisee shall not take any action against any person, firm, corporation, or agency acting in reliance on such a certificate or a copy of this Power of Attorney. Any instrument or document executed on behalf of Franchisee by Franchisor shall be deemed to include such a certificate on the part of Franchisor, whether or not expressed. This paragraph shall survive any termination of this Power of Attorney.

This Power of Attorney shall terminate two (2) years following the expiration or termination of that certain Franchise Agreement dated as of _______________, 20___ by and between Franchisor and Franchisee. Such termination, however, shall not affect the validity of any act or deed that Franchisor may have effected prior to such date pursuant to the powers herein granted.

This instrument is to be construed and interpreted as an irrevocable power of attorney coupled with an interest. It is executed and delivered in the State of ________ and the laws of the State of ________ shall govern all questions as to the validity of this Power of Attorney and the construction of its provisions.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney as of the _____ day of ________________, 20___.

__________________________________, a
____
By:_______________________________
Name:_____________________
Title:____________________________

STATE OF ________________)
)
COUNTY OF ______________)

BEFORE ME, the undersigned authority, on this day personally appeared _________________, _______________ of ______________________, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____________, 20__.

(SEAL)

____
Notary Public in and for
The State of ________________

My commission expires:
____

ATTACHMENT H TO THE FRANCHISE AGREEMENT

STATE SPECIFIC ADDENDA

ATTACHMENT I TO THE FRANCHISE AGREEMENT

TRANSFER OF A FRANCHISE TO A
CORPORATION OR LIMITED LIABILITY COMPANY

This Transfer Agreement shall amend that certain Franchise Agreement between ____________, an individual with an address at ___________________ ("Franchisee"), and Pizza @ USA, Inc., a Florida corporation headquartered at 1311 22nd Ave N St. Petersburg, FL 33704 ("Franchisor").

The undersigned, an Officer, Director and Owner of a majority of the issued and outstanding voting stock of the Corporation set forth below, or Members of the issued and outstanding Interests of the Limited Liability Company set forth below, and the Franchisee of the Restaurant under a Franchise Agreement executed on the date set forth below, between himself or herself and Pizza @ USA, Inc., as Franchisor, granting him/her a franchise to operate at the location set forth below, and the other undersigned Directors, Officers and Shareholders of the Corporation, or the Members of the Limited Liability Company, who together with Franchisee constitute all of the Shareholders of the Corporation, or the Members of the Limited Liability Company, in order to induce Franchisor to consent to the assignment of the Franchise Agreement to the Corporation or Limited Liability Company in accordance with the provisions of Article XIV of the Franchise Agreement, agree as follows:

1. The undersigned Franchisee shall remain personally liable in all respects under the Franchise Agreement and all the other undersigned Officers, Directors, and Shareholders of the Corporation, or the Members of the Limited Liability Company, intending to be legally bound hereby, agree jointly and severally to be personally bound by the provisions of the Franchise Agreement including the restrictive covenants contained in Article X thereof, to the same extent as if each of them were the Franchisee set forth in the Franchise Agreement and they jointly and severally personally guarantee all of the Franchisee's obligations set forth in said Agreement.

2. The undersigned agree not to transfer any stock in the Corporation, or any interest in the Limited Liability Company without the prior written approval of the Franchisor and agree that all stock certificates representing shares in the Corporation, or all certificates representing interests in the Limited Liability Company shall bear the following legend:

> "The shares of stock represented by this certificate are subject to the terms and conditions set forth in a Franchise Agreement dated ____________, 20__ between ___________________ and Pizza @ USA, Inc."
>
> or
>
> "The ownership interests represented by this certificate are subject to the terms and conditions set forth in a Franchise Agreement dated ____________, 20__ between ___________________ and Pizza @ USA, Inc."

3. or his designee shall devote his best efforts to the day-to-day operation and development of the Restaurant.

4. hereby agrees to become a party to and to be bound by all of the provisions of the Franchise Agreement executed on the date set forth below between Franchisee and Pizza @ USA, Inc., to the same extent as if it were named as the Franchisee herein.

Date of Franchise Agreement: ___________________________________

Location of Restaurant: ____

WITNESS:

As to Paragraph 3:

____

____
[Name]

As to Paragraph 4:

____

____
[Name]

ATTEST:

____
Name of Corp. or Limited Liability Company

____

By:_______________________ (SEAL)
Title:____________________________

In consideration of the execution of the above Agreement, Pizza @ USA, Inc. hereby consents to the above referred to assignment on this _____ day of __________________, 20__.

PIZZA @ USA, Inc.

By:______________________________
Name:_____________________
Title:____________________________

ATTACHMENT J TO THE FRANCHISE AGREEMENT
FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT

As you know, Pizza @ USA, Inc. (the "Franchisor") and you are preparing to enter into a franchise agreement (the "Franchise Agreement") for the establishment and operation of a Pizza @ Restaurant Business (the "Franchised Business"). The purpose of this Questionnaire is to determine whether any statements or promises were made to you by employees or authorized representatives of the Franchisor, or by employees or authorized representatives of a broker acting on behalf of the Franchisor ("Broker") that have not been authorized, or that were not disclosed in the Disclosure Document or that may be untrue, inaccurate or misleading. The Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor.

In the event that you are intending to purchase an existing Franchised Business from an existing Franchisee, you may have received information from the transferring Franchisee, who is not an employee or representative of the Franchisor. The questions below do not apply to any communications that you had with the transferring Franchisee. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing Franchised Business from an existing Franchisee?

Yes _____ No _____

2. I had my first face-to-face meeting with a Franchisor representative on _______________, 20___.

3. Have you received and personally reviewed the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No _____

4. Do you understand all of the information contained in the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No _____

If no, what parts of the Franchise Agreement, any Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary).

____
____
____
____
____
____
____

5. Have you received and personally reviewed the Franchisor's Disclosure Document that was provided to you?

Yes _____ No _____

6. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes _____ No _____

7. Do you understand all of the information contained in the Disclosure Document and any state-specific Addendum to the Disclosure Document?

Yes _____ No _____

If No, what parts of the Disclosure Document and/or Addendum do you not understand? (Attach additional pages, if necessary).

____
____
____
____
____
____
____

8. Have you discussed the benefits and risks of establishing and operating a Franchised Business with an attorney, accountant, or other professional advisor?

Yes _____ No _____

If No, do you wish to have more time to do so?

Yes _____ No _____

9. Do you understand that the success or failure of your Franchised Business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, location, lease terms, your management capabilities and other economic, and business factors?

Yes _____ No _____

10. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the actual or potential revenues, profits or operating costs of any particular Franchised Business operated by the Franchisor or its franchisees (or of any group of such businesses), that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

11. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the amount of money you may earn in operating the franchised business that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

12. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the total amount of revenue the Franchised Business will generate, that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

13. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating the Franchised Business that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

14. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

Yes _____ No _____

15. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document or franchise agreement?

Yes _____ No _____

16. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise prior to today?

Yes _____ No _____

17. Have you paid any money to the Franchisor concerning the purchase of this franchise prior to today?

Yes _____ No _____

18. Have you spoken to any other franchisee(s) of this system before deciding to purchase this franchise? If so, who? ____

____

____

If you have answered No to question 9, or Yes to any one of questions 10-17, please provide a full explanation of each answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered Yes to question 9, and No to each of questions 10-17, please leave the following lines blank.

____
____
____
____
____

I signed the Franchise Agreement and Addendum (if any) on _______________, 20___, and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions. In addition, by signing this Questionnaire, you also acknowledge that:

A. You recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including among other things, your skills and abilities, the hours worked by you, competition, interest rates, the economy, inflation, franchise location, operation costs, lease terms and costs and the marketplace. You hereby acknowledge your awareness of and willingness to undertake these business risks.

B. You agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representation, assurances, warranties, guarantees or promises made by Franchisor or any of its officers, employees or agents (including the Broker or any other broker) as to the likelihood of success of the franchise. Except as contained in the Disclosure Document, you acknowledge that you have not received any information from the Franchisor or any of its officers, employees or agents (including the Broker or any other broker) concerning actual, projected or forecasted franchise sales, profits or earnings. If you believe that you have received any information concerning actual, average, projected or forecasted franchise sales, profits or earnings other than those contained in the Disclosure Document, please describe those in the space provided below or write "None."

____

____

____

____

C. You further acknowledge that the President of the United States of America has issued Executive Order 13224 (the "Executive Order") prohibiting transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other antiterrorism measures (the "Anti-Terrorism Measures"). The Franchisor therefore requires certain certifications that the parties with whom it deals are not directly involved in terrorism. For that reason, you hereby certify that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, is:

(i) a person or entity listed in the Annex to the Executive Order;

(ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism;

(iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or

(iv) owned or controlled by terrorists or sponsors of terrorism.

You further covenant that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, will during the term of the Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure.

Acknowledged this _____ day of ________________, 20____.

Sign here if you are taking the franchise as an

Sign here if you are taking the franchise as a

INDIVIDUAL

____

Signature

Print Name ________

____

Signature

____

Print Name

____

____

Signature

Print Name______________________________

____

Signature

Print Name______________________________

CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP

____

Print Name of Legal Entity

By: ______________________________

Signature

Print Name______________________

Title ______________________________

ATTACHMENT K TO THE FRANCHISE AGREEMENT

ADDENDUM TO _________________ FRANCHISE ________ –[1] AGREEMENT

THIS ADDENDUM ("Addendum") is made and entered into on _______________, 20____, by and between ____

("_____________Franchisor _") , located at

____, and

____

("_____________ Franchisee _"), located at

____.

_______________Franchisor and _______________ Franchisee entered into a Franchise_______________ Agreement on _______________, 20___, (such Agreement, together with any amendments, the "_______________ Franchise Agreement"). _______________ Franchisee is applying for financing(s) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration ("SBA"). SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties agree that notwithstanding any other terms in the _______________ Franchise Agreement or any other document _Franchisor_______________ requires _______________Franchisee to sign:

CHANGE OF OWNERSHIP

- If _______________Franchisee is proposing to transfer a partial interest in _______________Franchisee and _______________Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, _______________Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of _______________Franchisee . If the _______________Franchisor 's consent is required for any transfer (full or partial), _______________Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the _______________(Enter type of) interest or any portion thereof, the transferor will not be liable for the actions of the transferee _______________Franchisee .

FORCED SALE OF ASSETS

- If _______________Franchisor has the option to purchase the business personal assets upon default or termination of the _______________Franchise Agreement and the

[1] While relationships established under license, jobber, dealer and similar agreements are not generally described as ''franchise'' relationships, if such relationships meet the Federal Trade Commission's (FTC's) definition of a franchise (see 16 CFR § 436), they are treated by SBA as franchise relationships for franchise affiliation determinations per 13 CFR § 121.301(f)(5).

 parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the _Franchisee_______________ owns the real estate where the _______________franchisee location is operating, _______________Franchisee will not be required to sell the real estate upon default or termination, but _______________Franchisee may be required to lease the real estate for the remainder of the _______________(enter type of) term (excluding additional renewals) for fair market value.

COVENANTS

- If the _______________Franchisee owns the real estate where the _______________franchisee location is operating, _Franchisor______________ has not and will not during the term of the _______________Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the _______________Franchisee 's real estate, they must be removed in order for the _______________Franchisee to obtain SBA-assisted financing.

EMPLOYMENT

- _______________Franchisor will not directly control (hire, fire or schedule) _Franchisee______________'s employees. For temporary personnel franchises, the temporary employees will be employed by the _______________Franchisee not the _______________Franchisor .

As to the referenced _______________ Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the _______________Franchisee .

Except as amended by this Addendum, the _______________ Franchise Agreement remains in full force and effect according to its terms.
_______________Franchisor and _______________Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 3733.

Authorized Representative of ________________________FRANCHISOR :

By: _______________________________
Print Name: ________________________
Title:______________________________

Authorized Representative of ________________________FRANCHISEE :

By: _______________________________
Print Name: ________________________
Title:______________________________

Note to Parties: This Addendum only addresses "affiliation" between the _______________ Franchisor and _______________. Franchisee Additionally, the applicant _______________ Franchisee and the ____________(type of agreement_____) ___ system must meet all SBA eligibility requirements.

EXHIBIT D TO THE DISCLOSURE DOCUMENT

LIST OF FRANCHISEES AND MULTI-UNIT OPERATORS

Pizza @ Titus Landing, 2510 S Washington Ave, Titusville, FL 32780
Steven Weiss (321) 267-2800

Pizza @ West Melbourne, 225 Palm Bay Road NE #172, West Melbourne, FL 32904
Venkat Puskur (321) 267-2800

Pizza @ Puerto Rico, 18400 State Rd. 3, Suite 205, Route 66, Canovanas, PR 00729

Karma, LLC (407) 948-7497

Pizza @ Lake Eola, 404 E. Central Blvd. Orlando, FL 32801
Barberan Brothers, LLC (407)-250-6592

Pizza @ Pointe Orlando, 9101 International Dr. Orlando, FL 32819
Barecol, LLC (407) 860-0256

Pizza@ HWY 44 2350 WI-44 Oshkosh, WI 54904, KA Seiser Restaurant Group
Kelly Seiser 920-379-8577

EXHIBIT E TO THE DISCLOSURE DOCUMENT
FRANCHISEES AND MULTI-UNIT OPERATORS WHO HAVE LEFT THE SYSTEM

None.

EXHIBIT F TO THE DISCLOSURE DOCUMENT

TABLE OF CONTENTS OF OPERATIONS MANUAL

Pizza @ Operation Manual

Table of Contents

EXHIBIT G TO THE DISCLOSURE DOCUMENT
FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT

As you know, Pizza @ USA, Inc. (the "Franchisor") and you are preparing to enter into a franchise agreement (the "Franchise Agreement") for the establishment and operation of a Pizza @ Restaurant Business (the "Franchised Business"). The purpose of this Questionnaire is to determine whether any statements or promises were made to you by employees or authorized representatives of the Franchisor, or by employees or authorized representatives of a broker acting on behalf of the Franchisor ("Broker") that have not been authorized, or that were not disclosed in the Disclosure Document or that may be untrue, inaccurate or misleading. The Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor.

In the event that you are intending to purchase an existing Franchised Business from an existing Franchisee, you may have received information from the transferring Franchisee, who is not an employee or representative of the Franchisor. The questions below do not apply to any communications that you had with the transferring Franchisee. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing Franchised Business from an existing Franchisee?

Yes _____ No ___

2. I had my first face-to-face meeting with a Franchisor representative on
_______________ , 20___.

3. Have you received and personally reviewed the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No ___

4. Do you understand all of the information contained in the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No ___

If no, what parts of the Franchise Agreement, any Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary).

____

____

____

____

____

____

5. Have you received and personally reviewed the Franchisor's Disclosure Document that was provided to you?

Yes _____ No ___

6. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes _____ No ___

7. Do you understand all of the information contained in the Disclosure Document and any state-specific Addendum to the Disclosure Document?

Yes _____ No ___

If No, what parts of the Disclosure Document and/or Addendum do you not understand? (Attach additional pages, if necessary).

____

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8. Have you discussed the benefits and risks of establishing and operating a Franchised Business with an attorney, accountant, or other professional advisor?

Yes _____ No ___

If No, do you wish to have more time to do so?

Yes _____ No ___

9. Do you understand that the success or failure of your Franchised Business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, location, lease terms, your management capabilities and other economic, and business factors?

Yes _____ No ___

10. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the actual or potential revenues, profits or operating costs of any particular Franchised Business operated by the Franchisor or its franchisees (or of any group of such businesses), that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No ___

11. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the amount of money you may earn in operating the franchised business that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No ___

12. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the total amount of revenue the Franchised Business will generate, that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No ___

13. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating the Franchised Business that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No ___

14. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

Yes _____ No ___

15. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document or franchise agreement?

Yes _____ No ___

16. Have you entered into any binding agreement with the Franchisor concerning the

purchase of this franchise prior to today?

Yes ______ No ___

17. Have you paid any money to the Franchisor concerning the purchase of this franchise prior to today?

Yes ______ No ___

18. Have you spoken to any other franchisee(s) of this system before deciding to purchase this franchise? If so, who? _______

____

If you have answered No to question 9, or Yes to any one of questions 10-17, please provide a full explanation of each answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below). If you have answered Yes to question 9, and No to each of questions 10-17, please leave the following lines blank.

____

____

____

____

____

I signed the Franchise Agreement and Addendum (if any) on ________________ ___ , 20 , and

acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions. In addition, by signing this Questionnaire, you also acknowledge that:

A. You recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including among other things, your skills and abilities, the hours worked by you, competition, interest rates, the economy, inflation, franchise location, operation costs, lease terms and costs and the marketplace. You hereby acknowledge your awareness of and willingness to undertake these business risks.

B. You agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representation, assurances, warranties, guarantees or promises made by Franchisor or any of its officers, employees or agents (including the Broker or any other broker) as to the likelihood of success of the franchise. Except as contained in the Disclosure Document, you acknowledge that you have not received any information from the Franchisor or any of its officers, employees or agents (including the Broker or any other broker) concerning actual, projected or forecasted franchise sales, profits or earnings. If you believe that you have received any information concerning actual, average, projected or forecasted franchise sales, profits or earnings other than those contained in the Disclosure Document, please describe those in the space provided below or write "None."

____

____

____

C. You further acknowledge that the President of the United States of America has issued Executive Order 13224 (the "Executive Order") prohibiting transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other anti-terrorism measures (the "Anti-Terrorism Measures"). The Franchisor therefore requires certain certifications that the parties with whom it deals are not directly involved in terrorism. For that reason, you hereby certify that neither you nor any of your employees, agents, or representatives, nor any other person or entity associated with you, is:

(i) a person or entity listed in the Annex to the Executive Order;

(ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism;

(iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or

(iv) owned or controlled by terrorists or sponsors of terrorism.

You further covenant that neither you nor any of your employees, agents, or representatives, nor any other person or entity associated with you, will during the term of the Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure.

Acknowledged this ______day of __________________ , 20____.

Sign here if you are taking the franchise as an

INDIVIDUAL

____
Signature

Print Name

____
Signature

Print Name

____
Signature

Print Name

____
Signature

Print Name

Sign here if you are taking the franchise as a CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP

____
Print Name of Legal Entity

By:______________________________________
Signature

Print Name_______________________________

Title____________________________________

EXHIBIT H TO THE DISCLOSURE DOCUMENT
STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws and for service of process. We may not yet be registered to sell franchises in any or all of these states.

CALIFORNIA Department of Corporations: 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7500 Toll Free (866) 275-2677 1515 K Street, Suite 200 Sacramento, CA 95814 (916) 445-7205 1350 Front Street San Diego, CA 92101 (619) 525-4233 71 Stevenson Street, Suite 2100 San Francisco, CA 94105 (415) 972-8559	**CONNECTICUT** State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230 Agent: Banking Commissioner
HAWAII (state administrator) Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722 (agent for service of process) Commissioner of Securities State of Hawaii 335 Merchant Street Honolulu, Hawaii 96813 (808) 586-2722	**ILLINOIS** Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465

INDIANA (state administrator) Indiana Secretary of State Securities Division, E-111 302 Washington Street Indianapolis, Indiana 46204 (317) 232-6681 (agent for service of process) Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531	**MARYLAND** (state administrator) Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360 (for service of process) Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360

MICHIGAN	MINNESOTA
MICHIGAN (state administrator) Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 525 W. Ottawa Street, 6th Floor Lansing, Michigan 48933 (517) 373-7117 (for service of process) Corporations Division Bureau of Commercial Services Department of Labor and Economic Growth P.O. Box 30054 Lansing, Michigan 48909	**MINNESOTA** (state administrator) Minnesota Department of Commerce 85 7th Place East, Suite 500 St. Paul, Minnesota 55101-2198 (651) 296-6328 (for service of process) Minnesota Commissioner of Commerce
NEW YORK (state administrator) New York State Department of Law Bureau of Investor Protection and Securities 120 Broadway, 23rd Floor New York, New York 10271 (212) 416-8211 (for service of process) Secretary of State of New York 41 State Street Albany, New York 12231 (518) 474-4750	**NORTH DAKOTA** North Dakota Securities Department State Capitol, Fifth Floor, Dept. 414 600 East Boulevard Avenue Bismarck, North Dakota 58505 (701) 328-4712

OREGON Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	**RHODE ISLAND** Securities Division Department of Business Regulation, Bldg 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9582

SOUTH DAKOTA	VIRGINIA
Division of Securities Department of Revenue & Regulation 445 East Capitol Avenue Pierre, South Dakota 57501 (605) 773-4823	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051 (for service of process) Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
WASHINGTON (state administrator) Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, Washington 98507-9033 (360) 902-8760 (for service of process) Director, Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501	**WISCONSIN** (state administrator) Division of Securities Department of Financial Institutions 345 W. Washington Ave., 4th Floor Madison, Wisconsin 53703 (608) 266-1064 (for service of process) Administrator, Division of Securities Department of Financial Institutions 345 W. Washington Ave., 4th Floor Madison, Wisconsin 53703

EXHIBIT I TO THE DISCLOSURE DOCUMENT FORM OF GENERAL RELEASE

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _______________, 20___ by and between Pizza @ USA, Inc., a Florida corporation having its principal place of business located at 1311 22nd Ave N St. Petersburg, FL 33704 (the "Franchisor"), and _________________________, an individual residing at ________________________________ (hereinafter referred to as "Releasor"), wherein the parties hereto, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in reliance upon the representations, warranties, and comments herein are set forth, do agree as follows:

Release by Releasor:

1. Releasor does for itself, its successors and assigns, hereby release and forever discharge generally the Franchisor and any affiliate, wholly owned or controlled corporation, subsidiary, successor, or assign thereof and any shareholder, officer, director, employee, or agent of any of them, from any and all claims, demands, damages, injuries, agreements and contracts, indebtedness, accounts of every kind or nature, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, actual or potential, which Releasor may now have, or may hereafter claim to have or to have acquired against them of whatever source or origin, arising out of or related to any and all transactions of any kind or character at any time prior to and including the date hereof, including generally any and all claims at law or in equity, those arising under the common law or state or federal statutes, rules or regulations such as, by way of example only, franchising, securities and anti-trust statutes, rules or regulations, in any way arising out of or connected with the Agreement, and further promises never from this day forward, directly or indirectly, to institute, prosecute, commence, join in, or generally attempt to assert or maintain any action thereon against the Franchisor, any affiliate, successor, assign, parent corporation, subsidiary, director, officer, shareholder, employee, agent, executor, administrator, estate, trustee or heir, in any court or tribunal of the United States of America, any state thereof, or any other jurisdiction for any matter or claim arising before execution of this Agreement. In the event Releasor breaches any of the promises, covenants, or undertakings made herein by any act or omission, Releasor shall pay, by way of indemnification, all costs and expenses of the Franchisor caused by the act or omission, including reasonable attorneys' fees.

2. Releasor hereto represents and warrants that no portion of any claim, right, demand, obligation, debt, guarantee, or cause of action released hereby has been assigned or transferred by Releasor party to any other party, firm or entity in any manner including, but not limited to, assignment or transfer by subrogation or by operation of law. In the event that any claim, demand or suit shall be made or institute against any released party because of any such purported assignment, transfer or subrogation, the assigning or transferring party agrees to indemnify and hold such released party free and harmless from and against any such claim, demand, or suit, including reasonable costs and attorneys' fees incurred in connection therewith. It is further agreed that this indemnification and hold harmless agreement shall not require payment to such claimant as a condition precedent to recovery under this paragraph.

3. Each party acknowledges and warrants that his, her or its execution of this Agreement is free and voluntary.

4. Florida law shall govern the validity and interpretation of this Agreement, as well as the performance due thereunder. This Agreement is binding upon and inures to the benefit of the respective assigns, successors, heirs and legal representatives of the parties hereto.

5. In the event that any action is filed to interpret any provision of this Agreement, or to enforce any of the terms thereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred therein, and said action must be filed in the State of Florida.

6. This Agreement may be signed in counterparts, each of which shall be binding against the party executing it and considered as the original.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this agreement effective as of the date first above.

Witness:	RELEASOR:
__________________________	________________________________ (Name)
Witness:	PIZZA @ USA, INC.:
__________________________	By:______________________________ Name: Title:

THE FRANCHISOR REPRESENTS THAT THIS PROSPECTUS DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT, OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

RECEIPT

(RETURN ONE COPY TO US)

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

If Pizza @ USA, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an Affiliate in connection with the proposed franchise sale. Maryland, New York, and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan, Oregon, Washington, and Wisconsin require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If C Pizza @ USA, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency listed on Exhibit I.

The franchisor is Pizza @ USA, Inc., located at 1311 22nd Ave N St. Petersburg, FL 33704. Its telephone number is (202) 285-9858.

Issuance date: June 24, 2021

The franchise seller for this offering is: ____.

Pizza @ USA, Inc. authorizes the agents listed in Exhibit I to receive service of process for it.

I have received a disclosure document dated __________________, 20___ that included the following Exhibits:

A – Financial Statements	F – Table of Contents of Operations Manual
B – Multi-Unit Operator Agreement	G – State Specific Addendum
C – Franchise Agreement	H – Franchisee Disclosure Acknowledgment Statement
D – List of Franchisees and Multi-Unit Operators	I – List of State Administrators/Agents for Service of Process
E – Franchisees and Multi-Unit Operators Who Have Left the System	J – Form of General Release

Date: ______________________ (Do not leave blank)

____
Signature of Prospective Franchisee

____
Print Name

You may return the signed receipt by signing, dating and mailing it to Pizza @ USA, Inc., 1311 22nd Ave N St. Petersburg, FL 33704.

RECEIPT

(RETURN ONE COPY TO US)

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

If Pizza @ USA, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an Affiliate in connection with the proposed franchise sale. Maryland, New York, and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan, Oregon, Washington, and Wisconsin require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Pizza @ USA, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency listed on Exhibit I.

The franchisor is Pizza @ USA, Inc., located at 1311 22nd Ave N St. Petersburg, FL 33704. Its telephone number is (202) 285-9858.

Issuance date: June 24, 2021

The franchise seller for this offering is: Troy Barton
______________________________.

Pizza @ USA, Inc. authorizes the agents listed in Exhibit I to receive service of process for it.

I have received a disclosure document dated January 16 , 20 22 that included the following Exhibits: ____________ ___

A – Financial Statements	F – Table of Contents of Operations Manual
B – Multi-Unit Operator Agreement	G – State Specific Addendum
C – Franchise Agreement	H – Franchisee Disclosure Acknowledgment Statement
D – List of Franchisees and Multi-Unit Operators	I – List of State Administrators/Agents for Service of Process
E – Franchisees and Multi-Unit Operators Who Have Left the System	J – Form of General Release

Date: ____________________ ______________________________

(Do not leave blank) Signature Prospective Franchisee

____

Print Name

You may return the signed receipt by signing, dating and mailing it to Pizza @ USA, Inc., 1311 22nd Ave N St. Petersburg, FL 33704.