FRANCHISE DISCLOSURE DOCUMENT

Rapid Fired Pizza Franchising, LLC
An Ohio limited liability company
2795 Culver Avenue
Kettering, Ohio 45429
1-800-465-9910
www.rapidfiredpizza.com
Office@rapidfiredpizza.com

Rapid Fired Pizza Franchising, LLC offers individual unit franchises for the operation of a Rapid Fired Pizza® restaurant ("Restaurant"), selling a variety of Italian food including pizza, calzones, bread sticks, cheese sticks and salads and related food and beverages for the individual consumer.

The total investment necessary to begin operation of a Restaurant is from $266,500 to $644,750. This includes $20,500 to $36,500 that must be paid to us.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Ray Wiley 2795 Culver Avenue, Kettering, Ohio 45429, 1-800-465-9910.

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

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

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

Issuance Date: ~~April 22, 2019~~June 12, 2020

~~STATE COVER PAGE~~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 D.
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 A 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 Rapid Fired Pizza business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Rapid Fired Pizza franchisee?	Item 20 or Exhibit D 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 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.~~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 C.

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

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

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

~~1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY NON-BINDING MEDIATION ONLY IN THE STATE WHERE OUR CORPORATE HEADQUARTERS ARE LOCATED, CURRENTLY OHIO, THEN TO BINDING ARBITRATION ONLY IN THE STATE WHERE OUR CORPORATE HEADQUARTERS ARE LOCATED, CURRENTLY OHIO. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO MEDIATE OR ARBITRATE WITH US IN OHIO THAN IN YOUR OWN STATE.~~

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

~~3. THE FRANCHISOR HAS BEEN OFFERING FRANCHISES FOR A SHORT PERIOD OF TIME. THEREFORE, THERE IS ONLY A BRIEF OPERATING HISTORY TO ASSIST YOU IN JUDGING WHETHER OR NOT TO MAKE THIS INVESTMENT.~~

~~4. YOU WILL NOT RECEIVE AN EXCLUSIVE TERRITORY. YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM OUTLETS THAT WE OWN, OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS THAT WE CONTROL.~~

~~5. EACH INDIVIDUAL WHO OWNS A 10% OR GREATER INTEREST IN THE FRANCHISEE ENTITY WILL BE REQUIRED TO EXECUTE A PERSONAL GUARANTY. THIS REQUIREMENT PLACES THE PERSONAL ASSETS OF THE FRANCHISE OWNER(S) AT RISK.~~

~~6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.~~

~~We use the services of one or more area developers, FRANCHISE BROKERS or referral sources to assist us in selling our franchise. An area developer, franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of this franchise.~~

~~Effective Date: See the next page for state effective dates~~

~~**STATE 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 exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:~~

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.

~~**State**~~	~~**Effective Date**~~
~~California~~	~~May 30, 2019~~
~~Illinois~~	~~April 24, 2019~~
~~Indiana~~	~~April 23, 2019~~
~~Michigan~~	~~April 22, 2019~~

~~In the states listed below, the effective date (and issuance date) of this disclosure document is April 22, 2019.~~

Special Risks to Consider About *This* Franchise

~~Alabama~~	~~Kansas~~	~~New Mexico~~
~~Alaska~~	~~Kentucky~~	~~North Carolina~~
~~Arizona~~	~~Louisiana~~	~~Ohio~~
~~Arkansas~~	~~Maine~~	~~Oklahoma~~
~~Colorado~~	~~Massachusetts~~	~~Oregon~~
~~Connecticut~~	~~Mississippi~~	~~Pennsylvania~~
~~Delaware~~	~~Missouri~~	~~South Carolina~~
~~District of Columbia~~	~~Montana~~	~~Tennessee~~
~~Florida~~	~~Nebraska~~	~~Texas~~
~~Georgia~~	~~Nevada~~	~~Vermont~~
~~Idaho~~	~~New Hampshire~~	~~West Virginia~~
~~Iowa~~	~~New Jersey~~	~~Wyoming~~

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 Ohio. 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 Ohio than in your own state.

2. **Spousal Guarantee**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though the spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal 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.

NOTICE REQUIRED
BY
STATE OF MICHIGAN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this disclosure document, “we” means Rapid Fired Pizza Franchising, LLC, the franchisor. “You” means the person who buys the franchise. If a corporation, partnership or limited liability company buys a franchise, “you” also may refer to the shareholders of the corporation, partners of the partnership or members of the limited liability company.

The Franchisor

We are an Ohio Limited Liability Company formed on October 8, 2015. Our principal place of business is at 2795 Culver Avenue, Kettering, Ohio 45429; telephone number is 1-800-465-9910. Our agents for service of process are disclosed in Exhibit C.

Our Business Experience

We sell franchises for the operation of Restaurants offering a variety of Italian food including pizza, calzones, bread sticks, cheese sticks, salads and related food and beverage products under the name “Rapid Fired Pizza” (the “Restaurants”). We have offered franchises for Rapid Fired Pizza Restaurants since October 2015. We also began offering franchises for Rapid Fired Pizza area developers in November 2015 as a separate line of business under a separate disclosure document. These area developers will assist us in recruiting prospective franchisees, and will provide certain site and support services to Restaurant franchisees in a particular geographic area. If your Restaurant is located in an area developer’s geographic area, the area developer will provide you with certain site and support services. See Exhibit F for a list of our area developers as of the issuance date of the disclosure document.

The Rapid Fired Pizza Restaurant concept was created at the end of 2014 and early 2015 by our founder and predecessor, Ray Wiley. Our affiliate Rapid Fired One, LLC operates 5 Restaurants and occasionally supplies products to franchisees. Our affiliate, RF Pizza, LLC operates 3 Restaurants. Our affiliate, Green Pizza, LLC operates 1 Restaurant. Our affiliate, QSR Pizza, LLC operates 2 Restaurants. All of these affiliates are Ohio limited liability companies and share our principal business address.

Our affiliate, Hot Head Franchising, LLC, has offered franchises for Hot Head Burritos® restaurants since November 2009. Hot Head Burritos® restaurants offer a variety of Mexican food including burritos, tacos, nachos, quesadillas, salsa and related food and beverages. As of December 31, ~~2018,~~2019, there were ~~61~~62 Hot Head Burritos® franchisees. Hot Head Franchising, LLC has never operated a Rapid Fired Pizza® restaurant nor offered franchises in any other line of business. The principal business address of Hot Head Franchising, LLC is ~~7596 Tylers Place Blvd., Suite B, West Chester, Ohio 45069.~~ 2795 Culver Ave Kettering, OH 45429.

Other than as described, we have no affiliates, predecessors or parents required to be disclosed in this Item 1.

Franchise Offered

You sign a "Franchise Agreement" to receive the right to own and operate a Restaurant at a location we approve, offering the products and services we approve and using our formats, designs, methods, specifications, standards, operating and marketing procedures and the "Marks" (as defined in Item 13), including the Mark "Rapid Fired Pizza Rapid Fired Pizza" (collectively, the "System").

Market, Competition, Laws and Regulations

A Restaurant will offer different types of pizza and related products available for the customer. The typical customer includes any individual who enjoys pizza. Your competition is well developed and will include other franchised and company-owned pizza restaurant chains, as well as local stores and restaurants offering prepared pizza or other related products.

In addition to laws and regulations that apply to businesses generally, federal, state and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of your Restaurant, including those which (a) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements for restaurants and disclosure of nutritional information; employee practices concerning the storage, handling, cooking and preparation of food; restrictions on smoking; availability of and requirements for public accommodations, including restrooms; (b) establish standards pertaining to employee health and safety; (c) establish standards and requirements for fire safety and general emergency preparedness; (d) regulate the proper use, storage and disposal of waste, insecticides, and other hazardous materials; and (e) relate to the sale of alcoholic beverages. You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating your franchise and should consider both their effect and cost of compliance.

ITEM 2

BUSINESS EXPERIENCE

President and Managing Member, Ray Wiley

Ray Wiley has been our President since October 2015. Mr. Wiley also has been the managing member of our affiliates, Rapid Fired One, LLC since March 2015, RF Pizza, LLC since January 2016, the President of QSR Pizza, LLC since March 2017, and the Vice President of Green Pizza, LLC since June 2016. These companies operate the Rapid Fired Pizza Restaurants. Mr. Wiley has been an owner and director of Hot Head Franchising, LLC since August 2009. Mr. Wiley has also served as the President of Hot Head Franchising, LLC since July 2017. Before July 2017, Mr. Wiley served as Co-President from January 2014 until July 2017, and President from August 2009 through January 2014. Mr. Wiley also has been President and Manager and an owner of A Little Bit More, LLC, since February 2007; a Manager and owner of Mr. Burrito, LLC, since July 2007; and a Manager and owner of M.C.R.L., LLC, since June 2008. These companies own Hot Head® Burritos Restaurants in the greater Dayton, Ohio, area.

Treasurer, Timothy E. Tefs

Timothy Tefs has been our Treasurer since October 2015 and the Treasurer of our affiliate, Rapid Fired One, LLC, that operates the Rapid Fired Pizza located in the greater Dayton, Ohio, area, since March 2015. Mr. Tefs has been self-employed since 1990 and has management roles in entities that operate several franchised Subway® restaurants in the Cincinnati, Ohio, area since 1990, franchised Hot Head Burritos® restaurants in the Columbus and Toledo, Ohio, area since June 2011, and a Hot Head Burritos® area developer franchise in Ohio since June 2011.

~~Secretary, Matthew Curtis~~

~~Matthew Curtis has been our Secretary since October 2015 and the Secretary of our affiliate, Rapid Fired One, LLC since March 2015. Mr. Curtis has served as the Vice-President for QSR Pizza, LLC since March 2017. Mr. Curtis also has been a Hot Head Burritos® franchisee and area developer in Columbus and Toledo, Ohio, since September 2011, and the owner of Artisan Construction Services in Beavercreek, Ohio, since 2002.~~

Vice President, Kelly Gray

Kelly Gray has been our Vice President since October 2015. Ms. Gray also has been the Vice President of our affiliate, Rapid Fired One, LLC, since March 2015 and, and the President of Green Pizza, LLC since June 2016. Ms. Gray has served as the Secretary and Treasurer for QSR Pizza, LLC since March 2017 and the Secretary for RF Pizza, LLC since January 2016. These entities operate Rapid Fired Pizza Restaurants. Ms. Gray has served as the Secretary for Hot Head Franchising since August 2017. Ms. Gray also has been President of Destination Success, Inc. in Xenia, Ohio, since June 2006.

Director of Operations, Jim Savakinas

Jim Savakinas has been our Director of Operations since October 2015 and the Director of Operations of our affiliate, Rapid Fired One, LLC, that operates the Rapid Fired Pizza located in the greater Dayton, Ohio, area, since March 2015. Mr. Savakinas also was the Director of Operations for Cynray, Inc. in Dayton, Ohio, from June 2000 until August 2016.

See Exhibit F for a list of our area developers as of the issuance date of the disclosure document.

ITEM 3

LITIGATION

No litigation is required to be disclosed in this Item. See Exhibit F for any disclosures for our area developers.

ITEM 4

BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item. See Exhibit F for any disclosures for our area developers.

ITEM 5

INITIAL FEES

The "Initial Franchise Fee" for a Restaurant franchise is $26,000. If you are an honorably discharged veteran who meets our qualifications for new Rapid Fired® franchisees, we will discount the Initial Franchise Fee to $19,500. If you already operate a Restaurant and are purchasing an additional Restaurant, you will pay us a reduced Initial Franchise Fee of $16,500. The Initial Franchise Fee is paid to us when you sign the Franchise Agreement and is not refundable under any circumstances. During ~~2018,~~2019, we collected Initial Franchise Fees ranging from $15,000 to $~~25,000.~~26,000.

A minimum of $7,000 must be spent on the Restaurant opening campaign as follows: (1) you must pay us $3,500 when you sign this Agreement for approved advertising and marketing activities to be conducted between the date you sign the lease for the Restaurant and the opening of the Restaurant; and (2) an additional $3,500 must be spent on approved advertising and marketing activities to be conducted during the first 90 days of Restaurant operations, that either must be paid to us or directly spent by you, as we determine. Any amounts that we collect for the Restaurant opening campaign, we will either spend on your behalf in connection with the Restaurant opening campaign, or reimburse you for approved advertising and marketing activities, at our option. In certain metropolitan areas, we may require that you spend a greater minimum amount on the Restaurant opening campaign. These amounts are not refundable.

Before you open the Restaurant and before we send our employee's to assist you with opening the Restaurant (the "Opening Team"), you must complete all pre-opening requirements as detailed in the Operations Manual. If the Opening Team arrives at the Restaurant and determine that you and the Restaurant are not prepared for their assistance, you will pay us an Opening Fee of $1,500 per day that you are not prepared for the Opening Team's assistance. This payment will be made by electronic transfer of funds before you open the Restaurant, and it is not refundable.

As described in Item 8, we will furnish to you one set of prototypical drawings and specifications for your Restaurant, including requirements for interior and exterior materials, décor, fixtures, equipment, furniture and signs at no additional cost. If you request additional sets of drawings and specifications, you must pay our expenses incurred to prepare such additional drawings, including the cost of our time, which we estimate may range from $500 to $2,500, depending on the complexity of the location. This payment is not refundable.

You will have 90 days following the date of the Franchise Agreement to identify a Restaurant site acceptable to us. If you are unable to identify a site that meets our requirements within the 90-day period, you can request an extension for a $1,000 fee. We will determine the length of the extension (which will not exceed 6 months). Any extension fees paid are non-refundable.

ITEM 6

OTHER FEES

Type of Fee	**Amount** (See Note 1)	**Due Date**	**Remarks**
Royalty Fee	6% of total Net Sales (See Note 2)	Payable weekly by electronic funds transfer on the Wednesday of each week for the 7-day period ending Sunday of such week (Monday to Sunday) based on the Net Sales during such 7-day period.	
Income and Sales Taxes	We may collect from you the cost of all taxes arising from our licensing of intellectual property to you in the state where your Restaurant is located, as well as any assessment on fees and any other income we receive from you.	Payable weekly by electronic funds transfer at same time as Royalty Fee.	Only imposed if state collects these taxes or assessments.
Marketing Fee	Currently 0.50% of total Net Sales.	Payable weekly by electronic funds transfer in a manner as we may determine. See Note 3.	We may increase this fee to 5% of Net Sales, but the total amount you must spend on the national Marketing Fee, the local advertising and cooperative advertising will not exceed 5% of Net Sales. See Item 11
Local Advertising	Currently 2% of total Net Sales.	Minimum amount must be spent during each calendar year (except for 60-day requirement for Restaurant opening campaign).	We may increase this fee to 5% of Net Sales, but the total amount you must spend on the national Marketing Fee, the local advertising and cooperative advertising will not exceed 5% of Net Sales. See Note 4
Advertising Cooperative	Currently 3% of total Net Sales; may vary by cooperative.	Established by us.	The total amount you must spend on the national Marketing Fee, local advertising and cooperative advertising will not exceed 5% of Net Sales. See Note 4
Restaurant Opening Campaign	A minimum of $3,500 spent between the date the lease is signed and the Restaurant opening, and an additional $3,500 during the first 90 days of Restaurant operations.	You must pay us the first $3,500 when you execute the Franchise Agreement.	We reserve the right to collect the full $7,000 from you and spend it on your behalf or reimburse you for approved expenses.
Franchise Agreement Extension Fee	At our option, we may charge you $1,000 for an extension of up to 6 months	Payable when you request an extension of time in which to open the Restaurant.	Limited to a single extension to the time period in which to open the Restaurant (if we allow extension).
Approved Supplier/Product Testing Fee	Will vary under circumstances	Payable when you request our approval of a proposed supplier or product	

Type of Fee	Amount (See Note 1)	Due Date	Remarks
Change of Location Fees	25% of our then-current Initial Franchise Fee	Payable (at our option) before we review the proposed new Restaurant site.	We reserve the right to charge this fee if you desire to change the location of your Restaurant. Also, see Note 5
Transfer Fee (existing franchisee)	$2,500	Before completion of transfer.	You pay this fee when the Franchise Agreement or a substantial portion of the assets of the Restaurant or any controlling interest in you is transferred to a transferee that is an existing Rapid Fired Pizza® franchisee.
Transfer Fee (new franchisee)	$5,000	Before completion of transfer	You pay this fee when the Franchise Agreement or a substantial portion of the assets of the Restaurant or any controlling interest in you is transferred to a transferee that is a new franchisee to the Rapid Fired Pizza® Business System.
Successor Fee	$2,500	At least 30 days before renewal of Franchise Agreement.	
Remodeling Expenses	Will vary under circumstances	When incurred	See Note 5
Costs and Attorneys' Fees	Will vary under circumstances	When incurred	We may recover costs and reasonable attorneys' fees if you lose in a dispute with us.
Audit	Cost of audit plus 1½% interest per month from due date.	30 days after billing	Payable only if audit shows an understatement of at least 3% of Net Sales for any month.
Interest Expenses	Lesser of 18% per year or the maximum rate permitted by law	When due	Payable if you do not timely pay Royalty Fee, Marketing Fee or other amounts owed to us or our affiliates.
Insurance	Cost of insurance	Payable before opening	If you fail to obtain and maintain required insurance, we may immediately obtain insurance and you must promptly reimburse us for insurance, including late charges, together with an administrative fee equal to 5% of the insurance premium.
Proprietary Software License Fee	We currently do not charge this fee but may charge it in the future. The fee will not exceed $10,000 per year.	When incurred	We reserve the right to charge you a license fee related to your use of the Proprietary Software. See Item 11
Software Support	We currently do not directly charge this fee (our designated software supplier does), but we may charge it in the future.	Payable monthly	Our supplier currently charges between $350 and $500 per month, and the amount is subject to change. Our suppliers may charge up to $10,000 per year for their products and services. See Item 11

Type of Fee	Amount (See Note 1)	Due Date	Remarks
Operating Assistance	$500 per day, plus costs	When incurred	We may provide you with additional operating assistance for a fee. You may request such assistance or we may require such assistance.
Mystery Shopper Program Expenses	Cost of third party mystery shopper services	When incurred	Payable if we establish a mystery shopper program and seek reimbursement for third-party fees related to your Restaurant
Securities Offering Review Deposit	$5,000	When you submit the securities offering documents to us	If you desire to raise funds by selling public or private securities in you or an affiliate, you must obtain our prior written consent and you must pay a deposit of $5,000 when you submit the securities offering documents to us. We will use the deposit to pay for any costs we incur to review the documents, including any legal expenses. We will reimburse you if our expenses are less than $5,000, and you must pay us for any expenses we incur in excess of $5,000.

Notes:

1. Except where otherwise noted, all fees are payable to us, are non-refundable, and are uniformly imposed. We may collect all or a portion of the fees due us by electronic transfer of funds from your bank account. You must sign electronic transfer of funds authorizations and other documents to authorize bank transfers.

2. "Net Sales" generally means the aggregate amount of all sales of goods and services (including service charges in lieu of gratuity), whether for cash, on credit or otherwise, made or provided in connection with the Restaurant, but excluding taxes you pay or accrue, returns of saleable goods. In addition, we reserve the right to include in Net Sales all ancillary charges or fees, including delivery service fees, that a customer pays to us or any third party in connection with the purchase of any products or services sold in connection with the Restaurant.

3. You will pay us the Marketing Fee in a manner we determine and as described in the Operations Manual. Currently, if your Restaurant is located in an area with an advertising cooperative, you will pay the cooperative fee of 3% of Net Sales and the advertising cooperate will pay the Marketing Fee to us on your behalf. Currently, if your restaurant is located in an area without an advertising cooperative, you will pay us the Marketing Fee directly for deposit into the Rapid Fired Advertising Fund. We may change how you pay us the Marketing Fee at any time upon written notice.

4. If you do not spend the required minimum amount during the calendar year for approved local or cooperative (if applicable) advertising, you must deposit with us the difference between what you should have spent for advertising during the calendar year and what you actually spent for approved advertising during the calendar year. We will deposit these monies in the Rapid Advertising Fund, which is our marketing and advertising fund to advertise and promote Rapid Fired Pizza Restaurants (see Item 11 for further discussion).

5. You must remodel your Restaurant on notice from us; however, the cost of the remodel will be limited to $35,000 unless it is requested: (a) five (5) years after the date of your Franchise Agreement, (b) as a condition of transferring your restaurant, or (c) as a condition of the renewal of your Franchise Agreement. The scope of refurbishing may range from simply painting the Restaurant to completely refurbishing the entire Restaurant, including replacement of fixtures, signs, supplies and equipment. We cannot estimate the current cost for a refurbishing project because the refurbishing requirements will vary from Restaurant to Restaurant. You may make these payments in whole or in part to various third parties. If you relocate your Restaurant, you will incur certain build-out or remodeling expenses at the new Restaurant premises in addition to paying us the relocation fee.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure (See Note 1)	**Amount** (See Note 2)	**Method of Payment**	**When Due**	**To Whom Payment Is To Be Made**
Initial Franchise Fee See Note 3	$16,500 - $26,000 See Note 3	Lump Sum	When you sign the Franchise Agreement	Us
Lease Deposit, Utility Deposit and Rent – 3 months See Note 4	$7,500 to $33,750	See Note 4	See Note 4	See Note 4
Leasehold Improvements See Note 4	$80,000 to $220,000	As Agreed Upon	As Incurred	Landlord, Various Third Parties
Equipment, Signs, Fixtures and Furniture See Note 5	$120,000 to $200,000 See Note 6	As Agreed Upon	Before Opening	Various Suppliers and Us
Initial Inventory See Note 6	$6,000 to $10,000	As Agreed Upon	As Ordered	Various Suppliers, Us
POS System See Note 7	$3,500 to $11,000	Lump Sum	Before Opening	Various Suppliers
Miscellaneous Pre-opening Expenses See Note 8	$5,000 to $25,000	As Incurred	Before Opening	Various Third Parties
Training Expenses See Note 9	$5,000 to $20,000	As Incurred	Before Opening	Various Third Parties
Opening Advertising and Promotion See Note 10	$7,000 to $10,000	As Incurred	As Ordered	Us or Third Party Advertising Service Venders
Liquor License See Note 11	$1,000 to $14,000	As Incurred	As Incurred	Various Third Parties
Additional Funds – 3 months See Note 12	$15,000 to $75,000	As Incurred	As Incurred	Employees Suppliers
TOTAL See Note 13	$266,500 to $644,750			

<u>Notes</u>:

1. The typical size of a Rapid Fired Pizza Restaurant ranges from 1,800 to 3,000 square feet. For several items discussed below, your cost will increase as the number of square feet increases.

The size of your Restaurant is principally determined by requirements or restrictions that your landlord and appropriate municipality or zoning boards may impose, and availability and cost of leasable space. This Table reflects your estimated initial investment for a single Restaurant operated under a Franchise Agreement. This information assumes that you will lease the premises for your Restaurant in-line plaza. If you lease the premises in a free standing building, your costs will be higher.

2. Except where otherwise noted, all fees that you pay to us are non-refundable. Third party lessors, contractors and suppliers will decide if payments to them are refundable.

3. The Initial Franchise Fee for a Restaurant franchise is $26,000. If you already operate a Restaurant and are purchasing as additional Restaurant, you will pay us a reduced Initial Franchise Fee of $16,500. You pay us the Initial Franchise Fee as more fully described in Item 5.

4. Typical locations for your Restaurant are smaller free-standing, multiple use and strip mall locations. Assuming that you will lease the premises for your Restaurant, you will need to make certain leasehold improvements to the leased premises to comply with our approved plans and specifications. Leasehold improvements include lighting, flooring and partition walls. We anticipate that you will negotiate the cost of leasehold improvements as part of your rental expense. The exact cost or impact on your rental expense will depend on several factors, including the condition of the premises, whether you elect to do more than the minimum required renovations, the landlord's agreement to reimburse you for certain improvements, the size and location of the premises for your Restaurant and other economic factors. Although we do not recommend that you purchase the land and building for your Restaurant, it is likely that you will incur significantly greater costs in developing your Restaurant if you choose to do so. We estimate that you may pay from $15 to $45 per square foot in rental expense (including common area maintenance (CAM) and taxes) for your Restaurant premises. CAM and tax expenses will vary based on the amount of square feet you lease for the Restaurant and the landlord's expected annual CAM and tax expenses. The exact amount of rental expenses, CAM fees, and taxes will vary greatly, depending on the location of the Restaurant premises, the portion of rent representing the value of leasehold improvements at the Restaurant premises, local market conditions and other factors. You will incur greater start-up costs if you cannot negotiate the cost of leasehold improvements as part of your rental expense.

5. This amount includes estimated expenses for interior and exterior Restaurant signs and menu boards, surveillance camera and security system, waste container, small wares, cabinetry, phone system, initial package of marketing materials, office supplies and other miscellaneous items. The cost of purchasing equipment, signs and other items may vary as a result of the characteristics of the Restaurant site and price differences between suppliers and shipping distances from suppliers. We may require you to purchase certain equipment and other items from us. You may purchase or lease approved brands and models of other equipment, fixtures, furniture and signs from any approved supplier.

6. You will need to purchase an opening inventory of supplies that complies with our specifications and is purchased from us or approved suppliers. We may be an approved

supplier for certain items (see Item 8). (See Item 8 for additional information.) This amount does not reflect amounts needed to replenish inventory during the initial stage of operation.

7. We require you to purchase the designated POS System (as defined in Item 11) from our designated supplier, currently Brink POS System. (See Item 11). We also require you to license third-party software from ~~Takeout Technologies for online ordering and~~ Chowly, Inc. for integration between the POS System and various third-party delivery services. (See Item 11).

8. Miscellaneous expenses include uniforms, local permit and license fees, legal and accounting fees, and insurance premiums.

9. Training expenses include lodging, meals and travel expenses for 3 people to attend the initial training program.

10. In addition to the Marketing Fee, a minimum of $7,000 must be spent on the Restaurant opening campaign as follows: (1) you must pay us $3,500 when you sign this Agreement for approved advertising and marketing activities to be conducted between the date you sign the lease for the Restaurant and the opening of the Restaurant; and (2) an additional $3,500 must be spent on approved advertising and marketing activities to be conducted during the first 90 days of Restaurant operations, and either must be paid to us or directly spent by you, as we determine. Any amounts that we collect for the Restaurant opening campaign, we will either spend on your behalf in connection with the Restaurant opening campaign, or reimburse you for approved advertising and marketing activities, at our option. In certain metropolitan areas, we may require that you spend a greater minimum amount on the Restaurant opening campaign. You must use our designated media vendor if we designate one and implement our recommended media plan conducting the Restaurant opening campaign.

11. We may require that you obtain a liquor license to offer beer, wine, and liquor at the Restaurant. The low end of the estimate assumes you do not to offer beer, wine, or liquor at the Restaurant. The high end of the estimate assumes you purchase a liquor license for beer, wine, and liquor sales directly from a government agency and not from an existing holder. The cost of a liquor license can be significantly higher in a few states and municipalities where the number of licenses is severely restricted or available only from an existing holder. You should retain legal counsel specialized in obtaining and maintaining liquor licenses.

12. This amount estimates the expenses you will incur during the first 3 months of Restaurant operations, including initial wages and fringe benefits, insurance premiums, rent, taxes, Restaurant supplies and interest payments on any business loans. It does not include inventory costs beyond the opening inventory costs identified in the Table and does not include your compensation during this 3 month period. These amounts are estimates, and we cannot guarantee that you will not incur additional expenses in starting the business. Your costs will depend on factors such as how much you follow our systems and procedures, your management skills and experience, local economic conditions, the local market for Rapid Fired Pizza products, the prevailing wage rate, competition, the amount of the initial investment you decide to finance, and the sales level reached during the initial period.

13. This total is an estimate of your pre-opening initial investment and the expenses you will incur during the first 3 months of Restaurant operations. This total is based on our estimate of regional (Midwest) average costs and prevailing market conditions, our affiliates' experience developing and operating a Restaurant and our Officers' experience operating quick-service franchised restaurants. You should review this amount carefully with a business advisor before deciding to purchase the franchise. These figures are estimates only and we cannot guarantee that you will not have additional expenses in starting or operating your Rapid Fired Pizza Restaurant.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To ensure a uniform image and uniform quality of products and services throughout the Rapid Fired Pizza system, you must maintain and comply with our quality standards.

Designated Products and Services

You must purchase for use or sale at your Restaurant those food products used in or sold at your Restaurant ("Products") and other services or products we designate from us, our designees or from other suppliers we approve. We or our designees may be the designated or sole source of supply for certain services and products. Currently, our predecessors are the only supplier of certain proprietary Products and promotional materials. Funz, LLC, an entity owned by the brother of one of our Predecessors, is the designated source of supply for certain branded clothing. In addition, Presto Foods Corporation currently is our designated or sole source of supply for all other proprietary Products and most other Products and PepsiCo currently is our sole source of supply for soft drinks. We (directly or through an affiliate) may in the future, receive rebates or other payments from suppliers, based directly or indirectly on sales of food products and related products, advertising materials and other items to franchisees, and from other service providers, which payments have ranged or may range from less than 1% up to 10% or more of the manufacturer's costs of those items purchased by franchisees. As of the issuance date of this disclosure document, we do not arrange for area developers to receive rebates on franchisees' required purchases.

Location of your Restaurant; Real Estate Lease

You must locate a site for your Restaurant that we consent to, and you may not sign a lease for the site until we have given our consent in writing. We approve locations on a case by case basis, considering items such as size, appearance and other physical characteristics of the site, demographic characteristics, traffic patterns, competition from other businesses in the area and other commercial characteristics, such as rental obligations and other lease terms (including those that we require be in the lease). You are not required to purchase, lease or sublease the Restaurant premises from us or our affiliate. One of our officers is a commercial real estate broker, and may assist you in locating a site for your Restaurant. You are not required to work with her. If you do work with her in locating a site for your Restaurant, in certain circumstances, she may receive a commission from your landlord.

Fixtures, Equipment, Furniture & Signs

You must construct and develop your Restaurant. We will furnish to you one set of prototypical drawings and specifications for your Restaurant, including requirements for interior and exterior materials, decor, fixtures, equipment, furniture and signs at no additional cost. If you request additional sets of drawings and specifications, you must pay our expenses incurred to prepare such additional drawings, including the cost of our time. You must meet our specifications and standards in developing your Restaurant. You must use an architect and a general contractor approved by us. You must submit construction plans and specifications to us for our approval before you begin construction of your Restaurant, and you must submit all revised plans and specifications to us during the course of construction. You must ensure that the plans and specifications comply with the Americans With Disabilities Act and all other applicable federal, state and local laws, ordinances, building code and permit requirements and lease requirements and restrictions. In developing and operating your Restaurant, you may purchase only the types of construction and decorating materials, fixtures, equipment, furniture and signs that we require and have approved as meeting our specifications and standards for quality, design, appearance, function and performance. You may purchase most of these items from any supplier who can satisfy our standards and specifications. We or our affiliate may be an approved supplier of one or more of the other items.

Computer Hardware And Software

We currently require you to purchase the POS System (BRINK POS system) from our designated supplier, currently BMC Software Inc. We require you use the third-party online ordering system we developed with~~ Takeout Technologies and~~ Chowly, Inc. for integration between your POS System and various third-party delivery services. We also currently require you to subscribe to any electronic reward program and online ordering system we establish with our designated supplier. See Item 11 for further information.

Insurance

You must purchase and maintain for each Restaurant you operate, at your expense, comprehensive general liability insurance (including non-owned automobile coverage) with minimum limits of at least $2,000,000 in coverage and at least $4,000,000 in the aggregate. You also must obtain automobile liability insurance, workers' compensation, employer liability, other insurance to meet statutory requirements or as we may require in the future. If you obtain a liquor license to offer beer, wine, and liquor at your Restaurant, you also must purchase Dram Shop insurance with minimum limits of at least $1,000,000 in coverage and at least $2,000,000 in the aggregate. All insurance policies must insure us, you and any other person that we designate from all liability, damages or injury, must be purchased from an approved supplier and must meet all other requirements that we designate. You must provide us with all proof of insurance we require.

Advertising and Promotional Approval

You must use our designated media vendor (if any) and must implement our recommended media plan in conducting the Restaurant opening campaign. If we provide local store media planning systems, you must use our recommended media plan in promoting the Restaurant. You also must use only our approved advertising and promotional materials in promoting the Restaurant. See Item 11 for further information regarding Advertising Programs.

Supplier and Product Approval

Aside from Products and certain other items described above which you must purchase from us, our affiliates (if any) or a source we designate, we will provide you with lists of approved manufacturers, suppliers and distributors ("Approved Suppliers List") and approved Products, other inventory items, fixtures, furniture, equipment, signs, supplies and other items or services necessary to operate your Restaurant ("Approved Supplies List"). The Approved Suppliers List may specify the specific manufacturer of a specific product or piece of equipment and you can purchase those products only from a source identified on the Approved Suppliers List. For example, you must purchase your branded paper products only from a supplier identified on our Approved Suppliers List. We, an affiliate or a third-party vendor or supplier periodically may be the only approved supplier for certain products. The lists specify the suppliers and the products and services which we have approved for use in the System. We may revise these lists and provide you with a copy of approved lists as we deem advisable. If you want to use any unapproved Product, material, fixture, equipment, sign or other item, or purchase any items from any supplier that we have not approved, you must first notify us in writing and must submit to us, at our request, sufficient specifications, photographs, drawings or other information or samples for us to determine whether the Product, services, material, fixture, equipment, sign or other item complies with our specifications, or the supplier meets our approved supplier criteria. We will notify you of our decision within 90 days following our receipt of all information requested. You must pay, at our option, the reasonable cost of the inspection and evaluation and the actual cost of the test. We may reinspect the facilities and products of any supplier or approved item and revoke our approval of any item or supplier which fails to continue to meet any of our criteria. We will send written notice of any revocation of an approved supplier or supply. As part of the approval process, we may require that a proposed supplier sign a supplier agreement covering such items as insurance, product quality, trademark use, and indemnification. We do not provide material benefits to you based on your use of designated or approved sources of supply.

We apply certain general criteria in approving a proposed supplier, including the supplier's quality and pricing of products, ability to provide products/services that meet our specifications, responsiveness, ability to provide products/services within the parameters required by the System, quickness to market with new items, financial stability, credit program for franchisees, freight costs, and the ability to provide support to the System (merchandising, field assistance, education and training respecting sales and use of products and services).

We will notify you in writing if we elect to revoke our approval of a supplier. If we revoke our approval of a supplier, you will have 30 days to stop offering, selling or using those products or other items or services in your Restaurant.

As previously described, Funz, LLC is currently our designated or sole source of supply of certain branded clothing, Presto Corporation currently is our designated or sole source of supply for all other proprietary Products and most other Products, and PepsiCo is the sole source of supply of soft drinks.

One or more of our officers owns a material interest in a supplier.

For the fiscal year ending December 31, ~~2018, neither we nor our other affiliates received~~2019, we received $36,788 in revenue as a result of franchisees' purchase of products or services. Our affiliates did not receive any revenue as a result of franchisees' purchase of products or services.

For the fiscal year ending December 31, ~~2018,~~2019, one of our owners received approximately $~~18,000~~12,500 in revenue as a result of franchisees' purchase of products or services.

Miscellaneous

We negotiate prices for numerous products for the benefit of the System, but not for any individual franchisee. We are not aware of any purchasing or distribution cooperative in the System. We attempt to receive volume discounts for the System.

You must accept those bank cards and credit cards we specifically approve in the Operations Manual.

We may license third party suppliers to produce advertising and promotion items which bear the Marks. You may purchase these items for resale or for promotional purposes from approved third party suppliers.

We estimate that the purchase or lease of Products, equipment, software, signs, fixtures, furnishings, supplies, advertising and sales promotions materials and other items which meet our specifications will represent approximately 70% to 90% of the cost to develop the Restaurant and 40% to 60% of the cost to operate your Restaurant.

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 other items of this disclosure document.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 2 and 6(A) of Franchise Agreement	Item 11
b. Pre-opening purchases/leases	Sections 6(B)-(D) and 6(G) of Franchise Agreement	Items 7, 8 and 11
c. Site development and other pre-opening requirements	Sections 6(A)-(G) and 7(A) of Franchise Agreement	Item 5, 7, and 11
d. Initial and ongoing training	Sections 7(B), 14(C) and 15(A) of Franchise Agreement	Items 7 and 11
e. Opening	Sections 6(E)-6(G), 7(C) and 15(A) of Franchise Agreement	Items 5 and 11
f. Fees	Sections 3(B), 4, 5(A)-(C), 6(D), 6(F)-(G), 7(D), 11(C) and 14(C) of Franchise Agreement	Items 5, 6 and 7

Obligation	Section in Agreement	Disclosure Document Item
g. Compliance with standards and policies/ Operations Manual	Sections 5(D)-(E), 7(E) and 9 of Franchise Agreement	Items 11 and 16
h. Trademarks and proprietary information	Sections 1(A)-(B), 8 and 12 of Franchise Agreement	Items 13 and 14
i. Restriction on products/services offered	Sections 2, 9(C) and 9(E) of Franchise Agreement	Items 8 and 16
j. Warranty and customer service requirements	Sections 9(F)-(H) of Franchise Agreement	Item 11
k. Territorial development and sales quotas	Sections 2(B)-(D) of Franchise Agreement	Item 12
l. Ongoing product/service purchases	Sections 6(C)-(D), 9(A), 9(E), 9(I) and 9(L) of Franchise Agreement	Items 8 and 11
m. Maintenance, appearance and remodeling requirements	Sections 9(A) and (B) of Franchise Agreement	Item 11
n. Insurance	Section 9(L) of Franchise Agreement	Items 6, 7 and 8
o. Advertising	Sections 5 and 6(G) of Franchise Agreement	Items 6, 7 and 11
p. Indemnification	Section 18 of Franchise Agreement	None
q. Owner's participation/ management/staffing	Sections 9(D) and (K) of Franchise Agreement	Items 11 and 15
r. Records and reports	Section 10 of Franchise Agreement	Item 6
s. Inspections and audits	Section 11 of Franchise Agreement	Item 6
t. Transfer	Section 14 of Franchise Agreement	Items 6 and 17
u. Renewal	Section 3 of Franchise Agreement	Items 6 and 17
v. Post-termination obligations	Sections 13(B), 13(C) and 17 of Franchise Agreement	Item 17
w. Non-competition covenants	Sections 13(B) and 13(C) of Franchise Agreement	Item 17
x. Dispute resolution	Sections 19 of Franchise Agreement	Item 17

ITEM 10

FINANCING

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

ITEM 11

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

If you locate your Restaurant in an area developer's territory, or if we appoint an area developer for an area that encompasses your Restaurant after you open, our area developer will perform some or all of the obligations that we describe in this Item 11 for us. The Franchise Agreement allows us to delegate these responsibilities. The term "we" in this Item 11 (and in other items of this disclosure document describing our obligations under the Franchise Agreement) refers interchangeably to us and to the area developer whom we may appoint to service a geographic area that includes your Restaurant.

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

Pre-Opening Assistance. Before you open your Restaurant, we or the area developer will:

(1) Provide you with basic plans and specifications for your Restaurant, including those for dimensions, interior design and layout, building materials, fixtures, equipment, furniture, signs and décor (Franchise Agreement – Section 7(A)).

(2) Provide the initial training program described below to you and the "Operating Manager" (as defined in Item 15) (Franchise Agreement – Section 7(B)).

(3) Provide to you access to the confidential Operations Manual. You must keep the Operations Manual confidential and discontinue using it when the Franchise Agreement terminates (Franchise Agreement – Section 7(E)).

Ongoing Assistance. During the operation of your Restaurant, we or the area developer will:

(1) Make available a consultant to assist you in the opening and initial operations of your Restaurant for a minimum of 5 days and up to 14 days, at our discretion (Franchise Agreement – Section 7(D)).

(2) Provide advisory services relating to Restaurant operations, including Products and services offered for sale, selecting, purchasing other approved materials and items, employee relations, marketing assistance and sales promotion programs, and operating, administrative, bookkeeping, accounting, inventory control and general operating procedures (Franchise Agreement – Section 7(D)).

(3) Periodically provide you with updated and revised materials for the Operations Manual (Franchise Agreement – Section 7(E)).

(4) Operate the Rapid Advertising Fund (Franchise Agreement – Section 5(A)).

(5) Assist you in developing your Restaurant opening campaign (Franchise Agreement – Section 6(G)).

Advertising Programs. We establish and conduct various advertising programs as follows:

You will pay us a national marketing fee in an amount we determine, not to exceed 5% of your Restaurant's Net Sales (the "Marketing Fee"). The Marketing Fee will be offset by any amounts you spend on local advertising or that we require you to contribute to any local or regional cooperatives, up to 5%. Currently, we require our franchisees to pay us 0.50% of their Restaurant's Net Sales as a Marketing Fee. If your Restaurant is in an area cooperative, you will pay 3% of your Net Sales to the cooperative and the cooperative will pay the Marketing Fee on your behalf. If your Restaurant is located in an area without a cooperative, you will pay us .5% of the Restaurant's Net Sales directly. We may change the manner in which we collect the Marketing Fee at any time upon notice. We deposit the Marketing Fee you are required to pay, if any, in a marketing and promotional fund (the "Rapid Advertising Fund" or "RAF") to advertise and promote Rapid Fired Pizza® Restaurants.

We may use the RAF funds to conduct national, regional, and local advertising, marketing, promotional and public relations campaigns, including the cost of preparing and conducting print, point of purchase, radio, television, internet, social media, electronic and billboard advertising and employing advertising agencies. We also may use the RAF funds to develop advertising and promotional materials for regional and local advertising cooperatives and for use in each franchisee's local market. In addition, we use the RAF funds to conduct advertising and other marketing campaigns in areas which do not have the benefit of an advertising cooperative. We contract with various outside advertising agencies and third party vendors to produce certain advertising production and promotional materials and to create and implement public relations campaigns. We will determine the use of monies in the RAF. We are reimbursed by the RAF for reasonable administrative costs and overhead incurred in administering the RAF.

We are not required to spend any particular amount on marketing, advertising or production in the area in which your Restaurant is located. Marketing Fees not spent in any fiscal year will be carried over for future use. We may make loans to the RAF bearing reasonable interest to cover any deficit of the RAF and cause the RAF to invest in a surplus for future use by the RAF. Marketing Fees will not be used for advertising principally directed at the sale of franchises. At your request, we will provide you with an annual unaudited statement of the receipts and disbursements of the RAF for the most recent calendar year.

Each new Rapid Fired Pizza franchisee must pay the Marketing Fee at the same rate. In addition, each Restaurant that we or our affiliates own will contribute to the RAF on the same basis as the majority of franchisees.

For our fiscal year ended December 31, ~~2018,~~2019, we spent Marketing Fees as follows: ~~81.6% on print and electronic media advertising, 14.8% on production and materials, and 3.4% was reserved for future years~~100% of the RAF contributions were spent on Marketing (90%) and on administrative expenses and salaries (10%).

We do not have an advertising council composed of franchisees.

You may develop advertising materials for your own use, at your own cost, if your materials are factually correct, accurately depict the Marks, and communicate the brand position and character that we have established for Rapid Fired Pizza Restaurants. If you develop advertisement materials, you must provide a copy of the materials to us for our review and approval (in writing) before you use the advertising materials.

Currently, we require you to spend a minimum of 2% of Net Sales on approved local advertising and promotional activities. We may increase this amount to 5% of Net Sales, but the total amount you must spend on the Marketing Fee and approved local advertising will not exceed 5% of Net Sales. Restaurant advertising and promotional activities are "approved" if they are included in our recommended media plan for the Restaurant and otherwise satisfy our requirements (described above). Amounts spent on unapproved advertising activities will not qualify in determining whether you have satisfied this minimum expense requirement.

As previously stated, we reserve the right to require you to participate in and contribute to the local or regional advertising cooperative (the "Cooperative") established in the area where your Restaurant is located. If a Cooperative is established, you must contribute an amount determined by the Cooperative. All members of the Cooperative, including those Restaurants we own, will contribute at the same rate. The Cooperative will use contributions to fund local and regional advertising and promotional campaigns and activities that we recommend or approve for use by the Cooperative. Our in-house advertising staff may establish advertising campaigns and activities that the Cooperative must use (if one has been established). Contributions to the Cooperative are credited to your local advertising obligation described above. Each Cooperative must adopt written governing documents. A copy of the governing documents of the Cooperative (if one has been established) for your market area is available upon request. Each Cooperative will determine its own voting procedures so long as those procedures are consistent with the general operating rules we have established. Members of the Cooperative and their elected officials are responsible for administering the local Cooperative. We recommend, but do not require, that each Cooperative prepare annual financial statements and make those financial statements available to all franchisees in the Cooperative. We have the power to establish advertising cooperatives and the rules under which regional and local advertising cooperatives will operate.

A minimum of $7,000 must be spent on the Restaurant opening campaign as follows: (1) you must pay us $3,500 when you sign the Franchise Agreement for approved advertising and marketing activities to be conducted between the date you sign the lease for the Restaurant and the opening of the Restaurant; and (2) an additional $3,500 must be spent on approved advertising and marketing activities to be conducted during the first 90 days of Restaurant operations and must be paid to us or directly spent by you, as we determine. We reserve the right to collect the full $7,000 from you, and we reserve the right to spend the additional $3,500 on your behalf and directly collect the expenses through an electronic funds transfer. Any amounts that we collect for the Restaurant opening campaign, we will either spend on your behalf in connection with the Restaurant opening campaign, or reimburse you for approved advertising and marketing activities, at our option. You must use our designated media vendor (if any) and implement our recommended media plan in conducting the Restaurant opening campaign. You must provide us with a monthly report during the first year of Restaurant operations which identifies expenses for local advertising. If you do not spend the required minimum amount for approved advertising related to your opening campaign, you must deposit with us the difference between what you should have spent on your opening campaign and what you actually spent on your opening campaign. We will deposit these monies in the Rapid Advertising Fund. The amount you spend on the Restaurant opening campaign will not be credited towards your required local advertising spend or your Marketing Fee.

You must use your best efforts to promote and advertise your Restaurant and must participate in all advertising and promotional programs we establish in the manner we direct. You must, at your expense, participate in, and honor all provisions of the gift card and/or loyalty programs that we have or may establish and as we may periodically modify, as further described in the Operations Manual. You also must honor all coupons, discounts and gift certificates as we may reasonably specify in the Operations Manual or otherwise in writing. You must participate in online ordering services and third-party delivery services as described in the Operations Manual. You must participate in our mystery shopper program. You must actively maintain and check your Rapid Fired® email address, and respond to any emails sent to your Rapid Fired® email address, as further described in the Operations Manual. You will participate in our franchisee text club in accordance with the Operations Manual. We may require you to participate in various messaging programs, including text message loyalty programs.

The total amount we require you to spend on Marketing Fees, approved local advertising and promotional activities, and cooperative advertising will not exceed 5% of Net Sales each year.

Point-of-Sale System. You will use in your Restaurant the point-of-sale and reporting system, including all existing or future communication or data storage systems, hardware, software, technology platforms, components thereof and associated service, which we may develop or select for the System (the "POS System"). You must purchase the POS System from us, our affiliates or a designated third party supplier. At this time, the POS System includes the Brink system customized for use in the Restaurants ("System Software"). We estimate that the initial cost for the Brink POS System will be $3,500 to $10,000. In the future, we reserve the right to change the POS System that we have selected for use in Restaurants. We periodically may update or change the POS System we designate in response to business, operations, marketing conditions, or changes in technology, and you must make any update or change, at your expense. We reserve the right to charge you a license fee related to your use of the System Software, which will not exceed $10,000, but we do not charge this license fee currently.

The POS System may also include the use of various technology platforms, applications or services, which may include online ordering, third-party delivery services, text message clubs, and other technology-based services as further described in the Operations Manual. You will participate in online ordering services and third-party delivery services as described in the Manuals.

You may be required to obtain ongoing maintenance and repairs respecting the POS System, as well as upgrades or updates respecting the System Software. You must pay us, our affiliates or our designated third party supplier a software support fee.

We require you to use BMC Software Inc. for software support~~, Takeout Technologies for our online ordering platform,~~ and Chowly, Inc. for integration between your POS System and various third-party delivery services. You must pay~~ Takeout Technologies an initial licensing fee of approximately $0 to $500, and~~ Chowly, Inc. an initial licensing fee of approximately $0 to $500. (See Item 7).

You must pay~~ (a)~~ BMC Software Inc. a software support fee of approximately $350 to $500 per month, ~~(b) Takeout Technologies a software licensing fee of approximately $500 per month, and (c)~~and Chowly, Inc. a software licensing fee of approximately $500 per month. BMC Software Inc.~~, Takeout Technologies,~~ and Chowly, Inc. may add, modify, or eliminate fees without notice to you, and may each charge up to $10,000 per year for their products and services. There are no contractual limitations on the frequency and cost of additional maintenance or repair, other than the requirement that the fee be reasonable in light of costs our designated supplier or we incur to provide these services. You must incorporate these upgrades and updates to the POS System.

We will have independent access to certain operational and financial information and data produced by your POS System. (Franchise Agreement, Section 6(D)). There are no contractual limitations on our right to access the information and data.

Site Selection. If you already have a potential site for a Restaurant, you may propose the location to us. We may consent to the site after we have independently evaluated it. If you do not have a proposed site that we approve, you will have 90 days following the date of the Franchise Agreement to identify a Restaurant site acceptable to us. We will provide you with our general site selection and evaluation criteria. You are solely responsible, however, for locating and obtaining a site which meets our standards and criteria and that is acceptable to us.

You must submit to us a complete site report (containing information that we may reasonably require) for the proposed Restaurant site. The general site and evaluation criteria which you should consider include demographic characteristics of the proposed location, traffic patterns, parking, the predominant character of the neighborhood, the proximity to other businesses (including other Rapid Fired Pizza Restaurants), and other commercial characteristics, and the proposed location, size of premises, appearance and other physical characteristics. We will notify you in writing within 30 days after we receive your complete site report and other materials we request whether the proposed site satisfies our site selection criteria. Our review of a site for the Restaurant does not represent any recommendation or guaranty as to the success of the proposed site.

Development Time. The typical length of time between our acceptance of the Franchise Agreement and the opening of your Restaurant varies from 6 to 9 months. This period may be longer or shorter, depending on the time of year, availability of financing, local construction delays, how soon you can attend training or other factors. You must complete development and open your Restaurant within 9 months following the date of the Franchise Agreement. If you cannot open your Restaurant within 9 months following the date of the Franchise Agreement, you can request an extension for a $1,000 fee. We will determine the length of the extension (which will not exceed 6 months). Any extension fees paid are non-refundable. If you do not request an extension, we do not grant your request for an extension or do you not open the Restaurant by the end of the extension period, we can terminate your Franchise Agreement.

Training. Before you open your Restaurant, but after you have completed and submitted to us the New Store Checklist, as provided in the Operations Manual, we will provide the initial training program to you (or if you are an entity, each Principal Owner, as described in Item 15), the Operating Manager (as described in Item 15) and any general manager. The New Store Checklist will allow us to evaluate if you are ready for the initial training. Our initial training program is conducted at our corporate training center in Kettering, Ohio, or another location we designate. We currently plan to offer the initial training program 4 times each year. The initial training program includes classes conducted at other designated locations and on-the-job training provided at our local Restaurants and will last up to 14 days. The initial training program includes instruction relating to Restaurant operations, understanding the equipment and product use, costs and cash control, customer service, comprehensive marketing and sales programs, accountability for sales and marketing, and methods of controlling operating costs. If you are opening your second or subsequent Rapid Fired Pizza® restaurant and you, your Operating Manager and any general manager meet our then-current qualifications, we may elect to modify the scope and duration of the initial training program.

You may not open your Restaurant unless the Operating Manager successfully completes the initial training program. If we determine that the proposed Operating Manager is not qualified to manage the Restaurant, we will allow you to select a substitute Operating Manager to complete the initial training program. In addition, each Principal Owner (if you are an entity) must attend those portions of the initial training program as we direct.

The initial training program consists of the following:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
History of Rapid Fired Pizza	1	0	Kettering, OH
Use of the Manual	1	0	Kettering, OH
Tour of Rapid Fired Pizza	1	0	Kettering, OH
Pre-Opening Procedures	2	2	Kettering, OH
Personnel Issues	1	1	Kettering, OH
Advertising	1	2	Kettering, OH
Management Procedures	2	18	Kettering, OH
Franchise Reporting Requirements	1	2	Kettering, OH
Accounting/Record keeping	1	4	Kettering, OH
Customer Service Procedures	1	10	To be determined
Back of House – Prep/Cook Procedures	1	20	To be determined
Inventory Management	1	6	To be determined
POS System	.5	10	To be determined
Cleaning Procedures	.5	4	To be determined
Safety Procedures	1	3	To be determined
Totals	16	78	

The instructional materials for all training programs include the Operations Manuals, handouts and visual aids, and will include lecture, classroom discussion, hands-on demonstration and/or practice training at a Rapid Fired Pizza Restaurant.

Jim Savakinas is our Franchisee Trainer, and he and/or a person under his supervision conducts the initial training program**.** Mr. Savakinas has been our Director of Operations since October 2015 and was the Director of Operations of Cynray, Inc., a company that owned and operated four Subway® stores, from June 2000 until August 2016. If you are in an area developer's territory, an area developer may provide in-store training to you.

We do not charge a fee for the initial training program. You are responsible for travel and living expenses that you, your Operating Manager, Principal Owners and your proposed managers (if applicable) incur while attending any one of these training programs. See Item 7 for additional information on travel and living expenses.

After you open your Restaurant, we will provide training to any new Operating Manager, at your expense. In addition, all Restaurant general and assistant managers must successfully complete our manager certification program that we designate. The Operating Manager may conduct the manager certification program, although we reserve the right to require that we certify any manager. We may charge you a fee for this training. In addition, we may require that you (or the Principal Owner of a franchisee that is an entity) and any Operating Manager, general manager or any assistant manager attend supplemental and refresher training programs during the term of the Franchise Agreement for up to 7 days each calendar year. We may determine the time and place of this additional training and may charge you a reasonable fee for the training.

Operations Manual. We will allow, during the term of the Franchise Agreement, access to our Operations Manual (the "Operations Manual"). As of the issuance date of this disclosure document, the table of contents of the Operations Manual is as follows:

Chapter in Operations Manual	**Number of Pages**
Introduction	12
Pre-Opening Procedures	50
Human Resources	10
Daily Operation Procedures	102
Advertising	24
Forms	36
Recipes, Prep and Making Food	74
TOTAL	**308**

ITEM 12

TERRITORY

If your Restaurant is located outside an "Urban Area" (as defined below), you will receive a "Protected Territory" equal to a 2-mile radius surrounding the Restaurant location, provided that if the 2-mile radius surrounding your Restaurant includes any Urban Area, your Protected Territory will not include that portion of the 2-mile radius which is within an Urban Area. During the term of the Franchise Agreement, if you are complying with the provisions of the Franchise Agreement and you locate your Restaurant outside an Urban Area, we will not establish any other franchised or company-owned full-service Rapid Fired Pizza restaurants in the Protected Territory. Your Protected Territory is not exclusive because it does not include any "Captive Market Locations. The term "Captive Market Locations" includes regional, enclosed or similarly situated shopping centers or malls, airports or other transportation terminals, sports facilities, hospitals, college and university campuses, corporate campuses, a department within an existing retail store, hotels, grocery stores and other locations that do not have direct street access.

If your Restaurant is located in an Urban Area, you will not receive an exclusive area, and we may locate another Restaurant at any location without considering the proximity to your Restaurant. We determine Urban Areas and if you are thinking of locating your Restaurant in an Urban Area, we will provide you with a map showing any Urban Areas before you sign a Franchise Agreement.

If your Restaurant is located within a Captive Market Location, you will not receive a Protected Territory or any other exclusive or protected geographic area, and we may locate another Restaurant in any location without considering the proximity to your Restaurant.

You will not receive an exclusive territory. You may face competition from other franchises, from outlets that we own, or from other channels of distribution or competitive brands that we control.

The location of the Restaurant will be identified in the Franchise Agreement. If you do not have a site for your Restaurant when you sign the Franchise Agreement, you will have 90 days after the date of the Franchise Agreement to find a site for the Restaurant (acceptable to us).

If you cannot open your Restaurant by the deadline stated in the Franchise Agreement, you may request an extension to the time in which you must open the Restaurant. You must pay us a non-refundable $1,000 extension fee when you make the request. If we decide, in our discretion, to grant your request, the extension will be limited to the period of time we permit, not to exceed 6 months.

You may relocate your Restaurant only with our written consent, which we will not unreasonably withhold. If we permit you to relocate your Restaurant, you will pay us a relocation fee of 25% of our then-current initial franchise fee for services we will provide in assisting you in relocating your Restaurant. In addition, you will need to build out the Restaurant consistent with our then-current standards for new Restaurants.

We (for ourselves and our affiliates) reserve the right to sell in your Protected Territory under the Marks through dissimilar channels of distribution (i.e., other than the operation of full-service Restaurants), without any compensation to you, including by direct mail, wholesale activities and other customers further described below, retail catering and delivery service, and electronic means such as the Internet and websites we establish. We also reserve the right to sell any products or services in your Protected Territory under trademarks other than the Marks through similar or dissimilar channels of distribution, including by electronic means such as the Internet and by websites we establish. We may advertise the System on the Internet and may create, operate, change or discontinue the use of a website using the Marks. We may grant franchises anywhere outside your Protected Territory and we may operate or grant others licenses to operate a Rapid Fired Pizza Restaurant in any Captive Market Location within or outside your Protected Territory. We may sell anywhere at both wholesale and retail all products and services which are not a part of the System. We also may operate and franchise others to operate retail stores using different trademarks even if these stores compete with the Restaurants. In addition, we and other Rapid Fired Pizza franchisees may serve customers who reside in your Protected Territory without compensation to you.

We do not grant to you any options, rights of first refusal or similar rights to acquire additional franchises within a particular territory.

Neither we nor any affiliate operates, franchises, or has any current plans to operate or franchise any business selling the products and services authorized for sale at a Rapid Fired Pizza Restaurant under any other trademark or service mark.

ITEM 13

TRADEMARKS

We grant you the right to operate your Restaurant under the name "Rapid Fired Pizza," a federally registered service mark and other trademarks or service marks (the "Marks"). Those rights are granted under the Franchise Agreement.

The following schedule list only the principal Marks that you are licensed to use. These Marks are owned by our founder and predecessor, Ray Wiley. Mr. Wiley has filed all required affidavits and renewal registrations for those Marks listed below.

Principal Trademarks	U.S. Registration Or Serial No.	Registration Or Application Date	Principal/ Supplemental Register
RAPID FIRED PIZZA	Reg. No. 4842766	Reg. Date: October 27, 2015	Principal
RAPID FIRED PIZZA	Reg. No. 5138413	Reg. Date: February 7, 2017	Principal
RFP	Reg. No. 5138421	Reg. Date: February 7, 2017	Principal

Mr. Wiley has granted us the perpetual right to use and sublicense others to use this principal Mark, as well as other Marks under a trademark license agreement with an effective date of October 9, 2015. Mr. Wiley may terminate the trademark agreement if any misuse of these Marks materially impairs the goodwill associated with these Marks, if we violate any provision of the license agreement or we do not comply with Mr. Wiley's instruction concerning the quality of these Marks. If the trademark agreement is terminated, any then-existing sublicenses (franchises) will continue for the term of the sublicenses, provided that the sublicensees (franchisees) comply with all other terms of their franchise agreements. The trademark license agreement contains no other limitations.

We have the right to periodically change the list of Marks. Your use of the Marks and any goodwill is to our exclusive benefit and you retain no rights in the Marks. You also retain no rights in the Marks when the Franchise Agreement expires or terminates. You are not permitted to make any changes or substitutions respecting the Marks unless we direct in writing. You may not use any Mark or portion of any Mark as part of any corporate or any trade name, or any modified form or in the sale of any unauthorized product or service, or in any unauthorized manner. You may not use any Mark or portion of any Mark on any website without our prior written approval.

There are currently no effective material determinations by the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, or any pending infringement, opposition or cancellation proceeding, or any pending material litigation, involving the principal Marks that are relevant to your use in any state. There are currently no agreements in effect that significantly limit our rights to use or license the use of any principal Marks in any manner material to the franchise.

You must immediately notify us of any apparent infringement of or challenge to your use of any Marks, and we have absolute discretion to take any action we deem appropriate. We are unaware of any infringing uses or superior rights that could materially affect your use of the principal Marks.

We are not obligated to protect you against infringement or unfair competition claims arising out of your use of the Marks, or to participate in your defense or indemnify you. We reserve the right to control any litigation relating to the Marks and we will have the sole right to decide to pursue or settle any infringement actions relating to the Marks. You must notify us promptly of any infringement or unauthorized use of the Marks of which you become aware. If we determine that a trademark infringement action requires changes or substitutions to the Marks, you will make these changes or substitutions at your own expense.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents or copyrights currently registered that are material to the franchise. We do claim copyright ownership and protection for the Operations Manual and our recipes, and for certain other written materials we provide to assist you in operating your Restaurant.

We own certain trade secrets and proprietary or confidential information relating to the operation of Restaurants, including information in the Operations Manual and recipes ("Confidential Information"). The Confidential Information will include certain trade secrets concerning the manner in which we do business. You must keep confidential during and after the term of the Franchise Agreement the Confidential Information, including the trade secrets. When your Franchise Agreement expires or terminates, you must return to us all Confidential Information and all other copyright material. You must notify us immediately if you learn of an unauthorized use of the Confidential Information, including trade secrets. We are not obligated to take any action and we will have the sole right to decide the appropriate response to any unauthorized use of the Confidential Information. You must comply with all changes to the Operations Manual at your cost. We own and will periodically establish policies under which we or you may use Restaurant customer data.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must designate an individual we approve and who successfully completes our required training to be the operating manager ("Operating Manager"). The Operating Manager is responsible for day-to day Restaurant operations. The Operating Manager assumes his/her responsibilities on a full-time basis and may not engage in any other business or other activity that requires any significant management responsibility, time commitments, or otherwise may conflict with his/her obligations. If you (or a Principal Owner) are not the Operating Manager, you must remain active in overseeing Restaurant operations. In addition, at all times, the Restaurant must be under the direct, on-site supervision of the Operating Manager or a certified manager. We recommend that the Operating Manager have food service experience. The Operating Manager is not required to own an equity interest in you.

Each individual who owns a 10% or greater interest in the franchisee entity is considered a "Principal Owner" and must sign the Guaranty and Assumption of Obligations attached to the Franchise Agreement. We also may require the spouse of any Principal Owner to sign the Guaranty and Assumption of Obligations. These people agree to discharge all obligations of the franchisee entity to us under the Franchise Agreement and are bound by all of its provisions, including maintaining the confidentiality of Confidential Information described in Item 14 and complying with the non-compete covenants described in Item 17. Each Principal Owner who is not the Operating Manager also must complete portions of the initial training program as described in Item 11. In addition, the Operating Manager must sign a written agreement to maintain the confidentiality of our Confidential Information described in Item 14 and comply with the non-compete covenants described in Item 17.

If at any time the Operating Manager does not manage the Restaurant, we immediately may appoint a manager to manage the Restaurant for you and charge you a reasonable fee for these management services.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell in your Restaurant all, and only, those Products and services that we have approved (See Item 8). You must at all times maintain an inventory of approved Products and other items in such quantities and variety that we direct. We may add new Products or services that you must offer at or use in your Restaurant. Our right to modify the approved list of Products and services to be offered at a Restaurant is not limited. We may require that you obtain a liquor license and offer beer, wine, and liquor at your Restaurant depending on the cost to obtain the liquor license and the availability of the liquor license.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Agreement(1)	Summary
a. Length of the franchise term	Section 3	10 years.
b. Renewal or extension of the term	Section 3	If you are in good standing, you can renew the Franchise Agreement for 3 additional 10 year terms.
c. Requirements for you to renew or extend	Section 3	Provide advance notice, comply with current franchise agreement, you and your Operating Manager satisfactorily complete any new/refresher training programs, sign new agreement (which may contain materially different terms and conditions than your original Franchise Agreement), remodel, provide proof you will maintain possession of the Restaurant premises, pay renewal fee, and sign a general release of claims.
d. Termination by you	Section 16	If you comply with the Franchise Agreement, and we fail to cure a material provision within 60 days after written notice.
e. Termination by us without cause	Not Applicable	
f. Termination by us with cause	Sections 15	We may terminate the Franchise Agreement only if you default.
g. "Cause" defined – curable defaults	Sections 15(A) and (B)	You have 30 days to cure failure to open Restaurant when required, failure to complete training, failure to comply with System standards, failure to conform to System and a violation of any material provision of the Agreement. You have 10 days to cure a failure to pay amounts due us or any creditors, including your landlord. You have 72 hours to cure a health code violation.
h. "Cause" defined – non-curable defaults	Sections 15(A) and (B)	Failure on 3 or more occasions in any 12 months to comply with any provision, default which is not curable, repeatedly deceive Restaurant customers, a material misrepresentation on franchise application, conviction of or proof that you have committed a felony or other crime which harms the Restaurant's reputation, insolvency, an assignment of assets to creditors, Restaurant abandonment, defaults which injures the goodwill associated with the Marks, unauthorized assignment of agreement or interest, operation of the Restaurant results in a threat to public health or safety, lease expires or is terminated, or liquor license for the Restaurant is revoked or suspended.
i. Your obligations on termination/nonrenewal	Section 17 and 13(C)	Cease operation of the Restaurant and use of Marks, pay all amounts due us, stop using and return manuals and other materials, assign to us the Restaurant telephone number and telephone listing or (at our option) disconnect the telephone number, remove all signs and other materials containing any Marks, comply with obligations under any proprietary software license/access agreements, cancel all fictitious or assumed name filings, cease using Confidential Information, sell back to us or return all Products, and agree not to divert Restaurant customers to any competing business for 2 years (also see o, r below).
j. Assignment of contract by us	Section 14(A)	Assignee must fulfill our obligations under the agreement.

Provision	Section in Agreement(1)	Summary
k. "Transfer" by you-defined	Section 14(C)	Includes transfer of Restaurant or its assets, or your interest in agreement or any significant ("controlling interest") ownership change.
l. Our approval of transfer by franchisee	Sections 14(B), (C) and (D)	We have the right to approve all transfers of the Franchise Agreement, but will not unreasonably withhold approval.
m. Conditions for our approval of transfer	Section 14(C)	Transferee franchisee qualifies and completes training, all amounts owed us or our affiliates are paid, and you are in good standing, transferee franchisee assumes existing Agreement or (at our option) signs then-current agreement, we approve transfer agreement, applicable transfer fee paid, lease assigned (if applicable), you sign non-compete agreement and general release. Conditions for our approval of a transfer may be revised by us, as communicated in the Operations Manual or otherwise in writing.
n. Our right of first refusal to acquire your business	Section 14(F)	We can match any offer for your business.
o. Our option to purchase your business	Section 17(C)	When the Franchise Agreement expires or terminates, we may purchase any or all assets at fair market value, less the value of any goodwill associated with our trademarks and other intangible assets.
p. Your death or disability	Section 14(D)	Franchise must be assigned by estate to an approved buyer within reasonable time not exceeding 12 months.
q. Non-competition covenants during the term of the franchise	Section 13(B), Exhibit E	No involvement in wholesale or retail business or other competing business that distributes or sells any pizza, calzones or other food products using pizza dough or similar dough products (including any e-commerce business).
r. Non-competition covenants after the franchise is terminated or expires	Sections 13(C) and 17(A), Exhibit E	No business that operates or distributes, or sells to, at wholesale or retail, fast/casual restaurants, stores or any location that offers pizza, calzones or other food products using pizza dough or similar dough, or a competing business within 5 miles of the Restaurant location or within 5 mile radius of the former site of the Restaurant.
s. Modification of the agreement	Sections 1(B), 1(I), 7(E) and 20(M)	No modifications generally, except in writing. We may modify Operations Manual, Marks, System and goods/services to be offered to your Restaurant.
t. Integration/merger clause	Section 20(M)	Only the terms of the Franchise Agreement (including exhibits) are binding (subject to federal and state law). Nothing in the Franchise Agreement may exclude those representations made in the Franchise Disclosure Document. Any other promises may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 19	Except for actions we bring for monies owed, injunctive or extraordinary relief, or actions involving real estate, all disputes first will be subject to non-binding mediation at our corporate headquarters at the time the mediation is filed, then (if not resolved) to binding arbitration at our corporate headquarters at the time the arbitration is filed.
v. Choice of forum	Section 20(D)	Litigation must be in state or federal court in the state where our corporate headquarters is located at the time the suit is commenced (subject to state law).
w. Choice of law	Section 20(E)	Ohio law 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 if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

All Restaurants offer substantially the same products and services to the public. We obtained the historical financial results in this Item 19 from the information submitted by our franchisees or from entities under common control with us. Neither we nor an independent certified public accountant has independently audited or verified the information.

A. ~~2018~~2019 Average Annual and Weekly Net Sales for Franchised Restaurants

The historical data presented in Table A (below) of this Item 19 reflects the average Net Sales reported to us from all ~~11~~14 Restaurants operated by franchisees for the entire calendar year ending December 31, ~~2018.~~2019. Table A below does not include data for one Restaurant that was temporarily closed in 2019, the 10 Restaurants that opened in 2019 and the one Restaurant that closed in 2019. The data presented below is based on POS System reports for the Restaurants, and the information in Part A does not include information from the Restaurants operated by us or our affiliates.

TABLE A				
Average Annual and Weekly Net Sales for Franchised Restaurants Year Ended December 31, 2018[1]				
Performance Category[2]	**Number of Restaurants in Category[3]**	**Average Annual Net Sales of Category[4]**	**Average Weekly Net Sales of Category[5]**	**Number and Percent of Restaurants that Met or Exceeded Average Annual Net Sales in Category**
Top 10%	~~1~~2	$~~994,402~~1,264,905	$~~19,123~~24,325	~~Not~~1 ~~Applicable~~(50%)
Top 25%[6]	~~2~~4	$~~978,812~~1,097,214	$~~18,823~~21,100	~~1~~2 (50%)
Top 50%[7]	~~6~~7	$~~911,350~~978,257	$~~17,525~~18,813	~~3~~2 (~~50~~29%)
Bottom 50%[8]	~~5~~7	$~~577,222~~583,441	$~~11,100~~11,220	~~2~~4 (~~40~~57%)
Bottom 25%[9]	~~2~~4	$~~477,097~~505,478	$~~9,174~~9,721	~~1~~2 (50%)
Bottom 10%	~~1~~2	$~~463,852~~423,210	$~~8,920~~8,139	~~Not~~1 ~~Applicable~~(50%)
Total (Franchised Restaurants Open During Year) [10]	~~11~~14	$~~759,474~~808,751	$~~14,605~~15,016	~~6~~7 (~~55~~50%)

Notes:

1. ~~1~~ "Net Sales" means the aggregate amount of all sales of goods and services (including service charges in lieu of gratuity), whether for cash, on credit or otherwise, made or provided in connection with the Restaurant, but excluding taxes paid or accrued.

2. ~~2~~ Each of the rows identified as ~~“~~“Top 10%,” “Top 25%,” “Top 50%,” “Bottom 50%,” “Bottom 25%,” and “Bottom 10%,” refers to the respective percentage of the number of total Restaurants ranked by annual Net Sales in a descending order.

3. ~~3~~ The “Number of Restaurants in Category” refers to the number of Restaurants within the respective category. The row identified as “Total (Franchisee Owned Restaurants Open During the Year)” refers to all Restaurants open during the entire period beginning on January 1, ~~2018~~2019 and ending on December 31, ~~2018.~~2019.

4. ~~4~~ The “Average Annual Net Sales of Category” refers to the average annual Net Sales of all Restaurants within the category. The average is computed by the sum of all the Net Sales divided by the number of Restaurants in the category.

5. ~~5~~ The “Average Weekly Net Sales of Category” refers to the average weekly Net Sales of all Restaurants within the category. The weekly average is computed by the sum of all the annual Net Sales divided by the number of weeks in the year and then divided by the number of Restaurants in the category.

6. ~~6.~~ Of the 2 top ~~25~~10% Restaurants, the median annual Net Sales was $1,264,905.15 and the median weekly Net Sales ~~were equal to the average annual Net Sales and average weekly Net Sales.~~was $24,325.10. The annual Net Sales for these Restaurants ranged from $~~963,222~~1,304,300.72 to $~~994,402,~~1,225,509.58, and the weekly net sales ranged from ~~$18,523~~25,082.71 to $~~19,123.~~23,567.49.

7. Of the 4 top 25% Restaurants, the median annual Net Sales was $1,089,250 and the median weekly Net Sales was $41,894. The annual Net Sales for these Restaurants ranged from $1,304,301 to $906,053, and the weekly Net Sales ranged from $25,0823 to $17,424.

8. ~~7.~~ Of the ~~6~~7 top 50% Restaurants, the median annual Net Sales was $~~909,457~~906,053 and the median weekly Net Sales was $~~17,489.~~17,424. The annual Net Sales for these Restaurants ranged from $~~830,215~~1,304,301 to $~~994,402,~~782,219, and the weekly ~~net sales~~Net Sales ranged from $~~15,965~~25,083 to $~~19,123.~~15,043.

9. ~~8.~~ Of the ~~5~~7 bottom 50% Restaurants, the median annual Net Sales was $~~541,953~~613,829 and the median weekly Net Sales was $~~10,422.~~11,804. The annual Net Sales for these Restaurants ranged from $~~463,852~~715,833 to $~~695,874,~~385,882, and the weekly Net Sales ranged from $~~8,920~~13,766 to $~~13,382.~~7,421.

10. ~~9.~~ Of the ~~2~~ 4 bottom 25% Restaurants, the median annual Net Sales was $~~477,097~~511,102 and the median weekly Net Sales was $~~9,174.~~9,829. The annual Net Sales for these Restaurants ranged from $~~463,852to $490,342,~~613,829 to $385,882, and the weekly Net Sales ranged from $11,804 to $7,421.

11. Of the 2 bottom 10% Restaurants, the median annual Net Sales was $ $423,209.76 and the median weekly Net Sales was $ $8,138.65. The annual Net Sales for these Restaurants

ranged from $ $460,537.96 to $385,881.55, and the weekly net sales ranged from $~~8,920~~ $8,856.50 to $~~9,429.~~ $7,420.80.

12. ~~10.~~ Of all of the ~~11~~14 Restaurants, the median annual Net Sales was $~~830,215~~749,026 and the median weekly Net Sales was $~~15,965.~~14,404. The annual Net Sales for these Restaurants ranged from $~~463,852~~1,304,301 to $~~994,402,~~385,882 and the weekly ~~net sales~~Net Sales ranged from $~~8,920~~25,083 to $~~19,123.~~7,421.

B. ~~2018~~2019 Average Annual and Weekly Net Sales for Company-Owned Restaurants

The historical data presented in Table B (below) of this Item 19 reflects the average Net Sales reported to us from all 10 Restaurants in operation for the entire calendar year ending December 31, ~~2018.~~2019. The data presented below is based on POS System reports for the Restaurants, as well as accounting records available for company-owned Restaurants. The information in Part B does not include information from the Restaurants operated by franchisees.

TABLE B Average Annual and Weekly Net Sales for Company-Owned Restaurants Year Ended December 31, 2018[1]				
Performance Category[2]	**Number of Restaurants in Category[3]**	**Average Annual Net Sales of Category[4]**	**Average Weekly Net Sales of Category[5]**	**Number and Percent of Restaurants that Met or Exceeded Average Annual Net Sales in Category**
Top 10%	1	$~~885,671~~850,453	$~~17,032~~16,355	Not Applicable
Top 25%[6]	2	$~~872,512~~783,378	$~~16,779~~15,065	1 (50%)
Top 50%[7]	5	$~~816,816~~721,387	$~~15,708~~13,873	~~2~~1 (~~40~~20%)
Bottom 50%[8]	5	$~~609,603~~566,741	$~~11,723~~10,899	3 (60%)
Bottom 25%[9]	2	$~~518,696~~541,821	$~~9,974~~10,420	1 (50%)
Bottom 10%	1	$~~459,916~~520,412	$~~8,844~~10,008	Not Applicable
Total (Company-Owned Restaurants Open During Year)[10]	10	$~~713,209~~644,064	$~~13,715~~12,386	~~6~~5 (~~60~~50%)

Notes:

~~1~~1. "Net Sales" means the aggregate amount of all sales of goods and services (including service charges in lieu of gratuity), whether for cash, on credit or otherwise, made or provided in connection with the Restaurant, but excluding taxes paid or accrued.

~~2~~2. Each of the rows identified as 'Top 10%," "Top 25%," "Top 50%," "Bottom 50%," "Bottom 25%," and "Bottom 10%," refers to the respective percentage of the number of total Restaurants ranked by annual Net Sales in a descending order.

~~3~~3. The "Number of Restaurants in Category" refers to the number of Restaurants within the respective category. The row identified as "Total (Company-Owned Restaurants Open During the Year)" refers to all Restaurants open during the entire period beginning on January 1, 2018 and ending on December 31, 2018.

~~4~~4. The "Average Annual Net Sales of Category" refers to the average annual Net Sales of all Restaurants within the category. The average is computed by the sum of all the Net Sales divided by the number of Restaurants in the category.

5 The "Average Weekly Net Sales of Category" refers to the average weekly Net Sales of all Restaurants within the category. The weekly average is computed by the sum of all the annual Net Sales divided by the number of weeks in the year and then divided by the number of Restaurants in the category.

6. Of the 2 top 25% Restaurants, the median annual Net Sales was $783,378 and the median weekly Net Sales ~~were equal to the average annual Net Sales and average weekly Net Sales.~~was $15,065. The annual Net Sales for these Restaurants ranged from $~~859,354~~850,453 to $~~885,674,~~716,304, and the weekly ~~net sales~~Net Sales ranged from $~~16,526~~16,355 to $~~17,032.~~13,775.

7. Of the 5 top 50% Restaurants, the median annual Net Sales was $~~804,138~~703,216 and the median weekly Net Sales was $~~15,464.~~13,523. The annual Net Sales for these Restaurants ranged from $~~754,621~~850,453 to $~~885,671,~~664,315, and the weekly ~~net sales~~Net Sales ranged from $~~14,511~~16,355 to $~~17,032.~~12,775.

8. Of the 5 bottom 50% Restaurants, the median annual Net Sales was $~~611,677~~577,694 and the median weekly Net Sales was $~~11,763.~~11,110. The annual Net Sales for these Restaurants ranged from $~~459,916~~590,786 to $~~731,260,~~520,412, and the weekly Net Sales ranged from $~~8,844~~11,361 to $~~14,062.~~10,008.

9. Of the 2 bottom 25% Restaurants, the median annual Net Sales was $~~518,696~~541,821 and the median weekly Net Sales was $~~9,974.~~10,420. The annual Net Sales for these Restaurants ranged from $~~459,916~~563,231 to $~~577,477,~~520,412, and the weekly ~~net sales~~Net Sales ranged from $~~8,844~~10,831 to $~~11,105.~~10,008.

10. Of all of the 10 Restaurants, the median annual Net Sales was $~~742,940~~627,551 and the median weekly Net Sales was $~~14,287.~~12,068. The annual Net Sales for these Restaurants ranged from $~~459,916~~850,453 to $~~885,671,~~520,412, and the weekly ~~net sales~~Net Sales ranged from $~~8,844~~16,355 to $~~17,032.~~10,008.

Written substantiation for all information illustrated in this Item 19 will be made available to you upon reasonable request.

Some Restaurants have earned this amount. Your individual results may differ. There is no assurance you'll earn as much.

Other than the preceding financial performance representation, 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 Ray Wiley at 2795 Culver Avenue, Kettering, Ohio 45429, telephone: 1-800-465-9910, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE NUMBER 1
Systemwide Restaurant Summary
For Years ~~2016-2018~~2017-2019

Restaurant Type	Year	Restaurants at the Start of the Year	Restaurants at the End of the Year	Net Change
Franchised	~~2016~~2017	~~0~~4	~~4~~11	+~~4~~7
	~~2017~~	~~4~~	~~11~~	~~+7~~
	2018	11	16	+5
	2019	16	25	+9
Company-Owned	~~2016~~2017	~~1~~5	~~5~~10	+~~4~~5
	~~2017~~	~~5~~	~~10~~	~~+5~~
	2018	10	11	+1
	2019	11	11	0
Total Restaurants	~~2016~~2017	~~1~~9	~~9~~21	+~~8~~12
	~~2017~~	~~9~~	~~21~~	~~+12~~
	2018	21	27	+6
	2019	27	36	+9

TABLE NUMBER 2
Transfers of Restaurants From Franchisee to New Owners (Other than the Franchisor)
For Years ~~2016-2018~~2017-2019

State	Year	Number of Transfers
Ohio	~~2016~~2017	0
	~~2017~~	~~0~~
	2018	1
	2019	0
TOTAL	~~2016~~2017	0
	~~2017~~	~~0~~
	2018	1
	2019	0

TABLE NUMBER 3
Status of Franchised Restaurants
For Years ~~2016-2018~~2017-2019

State	Year	Restaurants at the Start of the Year	Restaurants Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Restaurants at the End of the Year
California	~~2016~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
California**	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Indiana	~~016~~2017	0	0	0	0	0	0	0
	~~017~~2018	0	~~0~~1	0	0	0	0	~~0~~1
	~~018~~2019	~~0~~1	~~1~~2	0	0	0	0	~~1~~3
Kentucky	~~016~~2017	0	~~0~~1	0	0	0	0	~~0~~1
	~~017~~2018	~~0~~1	~~1~~0	0	0	0	0	1
	~~018~~2019	1	~~0~~1	0	0	0	0	~~1~~2
Ohio	~~016~~2017	~~0~~4	~~4~~7	0	0	0	~~0~~1	~~4~~10
	~~017~~2018	~~4~~10	~~7~~1	0	0	0	~~1~~0	~~10~~11
	~~018~~2019	~~10~~11	~~1~~5	0	0	0	~~0~~1	~~11~~15
South Carolina	~~016~~2017	0	0	0	0	0	0	0
	~~017~~2018	0	~~0~~1	0	0	0	0	~~0~~1
	~~018~~2019	~~0~~1	1	0	0	0	0	~~1~~2
Texas	~~016~~2017	0	0	0	0	0	0	0
	~~017~~2018	0	~~0~~1	0	0	0	0	~~0~~1
	~~018~~2019	~~0~~1	1	0	0	0	0	~~1~~2
TOTAL	~~016~~2017	~~0~~4	~~4~~8	0	0	0	~~0~~1	~~4~~11
	~~017~~2018	~~4~~11	~~8~~5	0	0	0	~~1~~0	~~11~~16
	~~018~~2019	~~11~~16	~~6~~10	0	0	0	~~0~~1	~~16~~25

** Indicates there is one or more stores in this state that is temporarily closed and that will relocate and re-open in 2020.

TABLE NUMBER 4
Status of Company-Owned Restaurants
For Years ~~2016-2018~~2017-2019

State	Year	Restaurants at the Start of the Year	Restaurants Opened	Restaurants Reacquired From Franchisees	Restaurants Closed	Restaurants Sold to Franchisees	Restaurants at the End of the Year
Ohio	~~2016~~2017	~~1~~5	~~4~~5	0	0	0	~~5~~10
	~~2017~~2018	~~5~~10	~~5~~1	0	0	0	~~10~~11
	~~2018~~2019	~~10~~11	1	0	~~0~~1	0	11
TOTAL	~~2016~~2017	~~1~~5	~~4~~5	0	0	0	~~5~~10
	~~2017~~2018	~~5~~10	~~5~~1	0	0	0	~~10~~11
	~~2018~~2019	~~10~~11	1	0	~~0~~1	0	11

TABLE NUMBER 5
Projected Openings
As of December 31, ~~2018~~2019

State	Franchise Agreements Signed But Restaurant Not Opened	Projected New Franchised Restaurants through the End of the Current Fiscal Year	Projected New Company-Owned Restaurants through the End of the Current Fiscal Year
California	0	~~2~~1	0
~~Florida~~	~~0~~	~~2~~	~~0~~
Indiana	~~2~~0	~~3~~1	0
Kentucky	0	~~2~~1	0
North Carolina	~~0~~1	1	0
Ohio	~~2~~1	~~3~~1	~~2~~0
South Carolina	0	~~2~~1	0
Texas	~~0~~1	~~3~~2	0
West Virginia	1	1	0
TOTAL	**4**	**~~18~~9**	**~~2~~0**

The names, addresses and telephone numbers of all Rapid Fired Pizza franchisees as of December 31, ~~2018,~~2019, are listed in Exhibit D.

Also listed on Exhibit D is the name and last known city, state and business telephone number (or, if unknown, home telephone number) of every franchisee who has had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us since within the 10 weeks prior to the issuance date of this disclosure document.

If you buy a Rapid Fired Pizza franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our System.

There are no trademark-specific franchisee organizations associated with the franchise system being offered in this disclosure document.

ITEM 21

FINANCIAL STATEMENTS

Attached as Exhibit A are our audited balance sheets and profit and loss statements as of December 31, ~~2018,~~2019, December 31, ~~2017,~~2018, and December 31, ~~2016.~~ 2017. Also attached as Exhibit A are out unaudited financial statements as of April 30, 2020.

ITEM 22

CONTRACTS

The Franchise Agreement is attached as Exhibit B, and the State Specific Addenda, if applicable, is attached as Exhibit E.

ITEM 23

RECEIPTS

Two copies of an acknowledgment of your receipt of this disclosure document are included at the end of this disclosure document (Exhibit G). You should keep one copy as your file copy and return the second copy to us.

EXHIBIT A

FINANCIAL STATEMENTS

Rapid Fired Pizza Franchising, LLC

Financial Statements

December 31, 2019

with Independent Auditors' Report

CLARK SCHAEFER HACKETT
CPAs & Advisors

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10100 Innovation Drive, Suite 400, Dayton, Ohio 45342
P. 937.226.0070 | F. 937.226.1626 | cshco.com

INDEPENDENT AUDITORS' REPORT

To the Members
Rapid Fired Pizza Franchising, LLC

Report on the Financial Statements
We have audited the accompanying balance sheet of Rapid Fired Pizza Franchising, LLC as of December 31, 2019, and the related statements of income and members' equity (deficit), and cash flows for the year then ended, and the related notes to the financial statements.

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

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

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

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

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Rapid Fired Pizza Franchising, LLC as of December 31, 2019, and the results of its operations and its cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter
As discussed in Note 2 to the financial statements, Rapid Fired Pizza Franchising, LLC changed its method of accounting for revenue from contracts with customers in 2019 due to the adoption of Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers,* as amended. Our opinion is not modified with respect to that matter.

Clark, Schaefer, Hackett & Co.

Dayton, Ohio
May 7, 2020

Rapid Fired Pizza Franchising, LLC
Balance Sheet
December 31, 2019

Assets		
Current assets:		
Cash	$	39,691
Royalties receivable		13,123
Accounts receivable		10,317
		63,131
Equipment:		
Automobiles		33,544
Furniture and fixtures		24,459
		58,003
Less accumulated depreciation		(26,509)
		31,494
Other assets:		
Accounts receivable, related parties		125,547
Deferred franchise costs		95,258
		220,805
Total assets	$	315,430
Liabilities and members' equity (deficit)		
Current liabilities:		
Accounts payable, related parties	$	1,630
Notes payable, current portion		8,955
Accrued payroll		848
Accrued taxes		5,393
		16,826
Other liabilities:		
Deferred franchise revenue		370,201
Notes payable, net of current portion		25,468
		395,669
Total liabilities		412,495
Members' deficit:		(97,065)
Total liabilities and members' equity	$	315,430

See accompanying notes to financial statements.

Rapid Fired Pizza Franchising, LLC
Statement of Income and Members' Equity (Deficit)
Year Ended December 31, 2019

Revenues:		
Franchise fees	$	55,429
Royalties		871,058
Manufacturer support		36,788
		963,275
Operating expenses:		
Wages, salaries, and guaranteed payments		326,391
Professional fees		50,160
Commissions		193,570
Franchisee facility plans		24,300
Advertising and promotion		19,650
Office supplies and expense		4,527
Utilities and telephone		2,700
Cleaning and maintenance		931
Dues and subscriptions		2,433
Insurance		4,995
R&D expenditures		357
IT expense		9,929
Automobile expense		11,895
Depreciation		8,699
Rent		25,554
Training		98
Market research		195
Store support		15
Banking fees		575
		686,974
Income from operations		276,301
Other expenses:		
Interest expense		1,780
Bad debt expense		2,425
Taxes		8,401
		12,606
Net income		263,695
Member's equity, beginning of year		63,871
Cumulative effect of change in accounting principle		(199,630)
Distributions to members		(225,001)
Members' deficit, end of year	$	(97,065)

See accompanying notes to financial statements.

Cash flows from operating activities:		
Net Income	$	263,695
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation		8,699
Bad debt expense		2,425
Effects of changes in assets and liabilities:		
Prepaid insurance		413
Royalties receivable		12,307
Accounts receivable		(9,215)
Deferred franchise costs		(6,958)
Accounts payable		(32,765)
Accounts payable, related parties		(761)
Accrued payroll		(4,349)
Accrued taxes		5,393
Deferred franchise revenue		58,571
Net cash provided by operating activities		297,455
Cash flows from investing activities:		
Funds advanced to related entities		(44,637)
Net cash used by investing activities		(44,637)
Cash flows from financing activities:		
Distributions to members		(225,001)
Principal payments on notes payable		(6,148)
Net cash used by financing activities		(231,149)
Change in cash		21,669
Cash, beginning of year		18,022
Cash, end of year	$	39,691
Supplemental disclosure of non-cash investing and financing activities:		
Acquisition of equipment through issuance of long-term debt	$	17,865
Supplemental disclosure of cash flow information:		
Cash paid for interest	$	1,780

See accompanying notes to financial statements.

1. NATURE OF THE ORGANIZATION:

Organization
Rapid Fired Pizza Franchising, LLC (the Company) was organized as an Ohio limited liability company on October 8, 2015. The Company is engaged in the sale and support of franchises of Rapid Fired Pizza® restaurants throughout the United States. At December 31, 2019, the Company and its franchisees were operating twenty-seven restaurants in Ohio, Kentucky, Indiana, South Carolina, Texas, and California. During 2019, six restaurants were opened. At December 31, 2019, the Company had entered into six franchise agreements for which the restaurant had not yet opened.

Thirteen of the twenty-seven restaurants are owned by related entities.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

The following accounting principles and practices of the Company are set forth to facilitate the understanding of data presented in the financial statements:

Basis of presentation
The financial statements of the Company have been prepared on the accrual basis. Financial statement presentation follows accounting principles generally accepted in the United States of America (GAAP) as contained in the Accounting Standards Codification (ASC) issued by the Financial Accounting Standards Board (FASB).

Adoption of a new account principle
In 2014, FASB issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606).* The standard requires the reporting entity to identify separate performance obligations, allocate consideration to the performance obligations, and recognize revenue as the performance obligations are satisfied. This standard also includes expanded disclosure requirements that result in an entity providing users of the financial statements with comprehensive information about the nature, amount, timing, and uncertainty of revenue and cash flows arising from the entity's contracts with customers.

As part of the adoption of the ASU, the Company elected the following transition practical expedients: (i) to reflect the aggregate of all contract modifications that occurred prior to the date of initial application when identifying satisfied and unsatisfied performance obligations, determining the transaction price, and allocating the transaction price; and (ii) to apply the standard only to contracts that are not completed at the initial date of application.

The impact of adopting the new standard was to decrease members' equity by $199,630. This is the combined result of changes in the accounting for initial franchise fees and costs associated with obtaining the franchise agreements. Equity was decreased by $206,630 for the deferral of initial franchise fees and equity was increased by $7,000 due to the capitalization of costs associated with obtaining franchise agreements.

Use of estimates
The presentation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue recognition
Effective at the beginning of 2019, the Company adopted new revenue recognition guidance which provides a single framework in which revenue is required to be recognized to depict the transfer of goods or services to customers in amounts that reflect the consideration to which a company expects to be entitled in exchange for those goods or services. Revenue is recognized in accordance with a five-step revenue model as follows: identifying the contract with the customer; identifying the performance obligation; determining the transaction price; allocating the transaction price to the performance obligations; and recognizing revenue when (or as) the entity satisfies a performance obligation.

The Company sells franchise agreements that grant the right to develop and operate a restaurant within a specified area. The franchise agreements typically require the franchisee to pay an initial nonrefundable franchise fee prior to opening the respective restaurant and continuing fees, or royalty income, on a weekly basis based upon a percentage of franchise gross sales. The franchise agreement also asserts that the Company will pay for and provide architect drawings prior to the opening of each respective franchise, other than those owned by the Company. The initial term of the franchise agreement is 10 years. Prior to the end of the franchise term or as otherwise provided by the Company, a franchisee may elect to renew the term of a franchise agreement and, if approved, will typically pay a renewal fee upon execution of the renewal term. If approved, a franchisee may transfer a franchise agreement to a new or existing franchisee, at which point a transfer fee is paid.

Generally, the franchise license granted for each individual restaurant represents a single performance obligation. Therefore, initial franchise fees are recognized over the term of the respective franchise agreement beginning with the date of the restaurant opening. Royalty income is also recognized over the term of the respective franchise agreement based on the royalties earned each period as the underlying sales occur. The Company has determined that a performance obligation exists related to the architect drawings, which is separate from the franchise license. Therefore, a portion of the consideration from the initial franchise fee is allocated to this specific performance obligation and recognized as costs are incurred by the Company. Renewal fees are generally recognized over the renewal term for the respective restaurant from the start of the renewal period. Transfer fees are recognized generally over the remaining term of the franchise agreement beginning at the time of transfer. The Company also receives payments from third-parties for the display and usage of their products within the franchise stores. Due to the nature of these payments, they are recognized as payments are received.

Disparities between the timing of revenue recognition and cash collections can result in the recognition of a contract asset or liability at the end of each reporting period. Contract assets consist of royalty revenue earned but not yet received and are accounted for as royalties receivable. The royalties receivable balance was $13,123 at December 31, 2019. Contract liabilities consist of franchise fee revenue received but not yet earned and are accounted for as deferred franchise revenue. The deferred franchise revenue balance was $370,201 at December 31, 2019.

Costs to obtain contracts
Costs to obtain contracts represent the portion of upfront franchise fees that were paid to area developers as part of their development agreements. These costs meet the requirement to be capitalized as the Company expects to generate future economic benefit from such costs incurred. Such costs to obtain contracts are reflected as deferred franchise costs in the balance sheet and are amortized over the term of the franchise agreement, which is generally 10 years. Deferred franchise costs are reviewed annually for impairment. Other costs incurred to obtain a contract will be expensed as incurred when the amortization period is less than a year.

Advertising
Advertising costs are expensed as incurred.

Equipment and depreciation
Assets with a cost exceeding $500 and a useful life exceeding one year are recorded at cost, and depreciation is computed principally using the straight-line method over the estimated useful lives of the assets. Routine maintenance, repairs and renewals are charged to income as incurred. Renewals and betterments that substantially increase the life of an asset are capitalized. At retirement or sale, the cost of the asset and the related accumulated depreciation are removed from the accounts and resulting gains or losses are included in income.

Income taxes
The Company is a limited-liability company and has made an election under the Internal Revenue code to be treated as a partnership for income tax purposes. Accordingly, for federal income tax purposes, the taxable results of operations and any related tax credits are passed through to the individual income tax returns of the members. Accordingly, no provision for federal income taxes has been made in the accompanying financial statements. Cash payments for local income taxes amounted to $8,401 in 2019.

Related entities
During the normal course of business, the Company conducts certain transactions with entities related through Common ownership. The company follows the private company alternative provided by ASU 2018-17, *Consolidation: Targeted Improvements to Related Party Guidance for Variable Interest Entities (Topic 810)*, underwhich a private company may make an accounting policy election to not evaluate variable interest entities for consolidation. See Note 5 for additional information about related party transactions.

Subsequent events
The Company has evaluated subsequent events through the report date, the date on which the financial statements were available to be issued.

3. CONCENTRATIONS OF CREDIT RISK:
From time to time, the Company may temporarily maintain balances in cash accounts in financial institutions that exceed federal depository insurance limits. At December 31, 2019, the Company had no such excess deposits.

4. NOTES PAYABLE:
At December 31, 2019 the Company had notes payable secured by equipment, consisting of the following:

Citizens Auto Finance Loan for a vehicle, 5.019% interest and principal due in monthly installments of $541 through October 2022.	$	17,232
Osgood State Bank Loan for a Electro-Mechanical Pizza Dough Press, 6.007% interest and principal due in monthly installments of $107 through September 2024.		5,236
Osgood State Bank Loan for an Oven, 6.006% interest and principal due in monthly installments of $238 through October 2024.		11,955
		34,423
Less current portion		8,955
	$	25,468

The aggregate maturities of long-term debt for years ending after December 31, 2019 are as follows:

2020	$	8,955
2021		9,448
2022		9,033
2023		3,830
2024		3,157
	$	34,423

5. RELATED PARTY TRANSACTIONS:
The members of the Company have established the Rapid Fired Pizza Advertising Fund, a cooperative national marketing fund (the Fund) into which all restaurants contribute a percentage of their gross sales. These monies are used to conduct national, regional, and local advertising, marketing, promotional, and public relations campaigns for the Rapid Fired Pizza brand. These contributions are made to a separate entity controlled by the members and excluded from these financial statements.

The founding member of the Company developed the concept of the Rapid Fired Pizza® Brand and owns the trade name of the Rapid Fired Pizza®, which is licensed to the Company at no charge. A separate entity, owned by the members of the Company, operates twelve restaurants (the “related stores”), including the original. This entity was not required to purchase franchises from the Company; however, royalties are charged at a rate of 1% throughout 2019. Royalties received from these restaurants totaled $68,993 during 2019. These companies also contribute to the cooperative national marketing fund described above on the same basis as franchisees.

A number of the Company's employees are paid through a related entity, Zor Management, LLC ("Zor"), which was established to process payroll and benefits for employees that provide services to multiple related entities. The Company reimburses Zor based on the time spent by respective employees. During 2019, the Company reimbursed Zor $136,600, and at December 31, 2019, accounts payable, related parties included $1,630 due to Zor.

At December 31, 2019, accounts receivable, related parties included $9,480 due from Rapid Fired Pizza Commissary/Rapid Fired One, $106,449 due from Rapid Fired Pizza Advertising Fund, $400 due from Zor, and $9,218 from A Little Bit More, LLC. Management expects repayment but not in the near term.

The Company currently pays rent on a monthly basis for partial use of a building occupied by other related parties and owned by a limited liability company in which certain members of the Company are also members. Rent expense for 2019 amounted to $25,554.

6. GUARANTEE:
The Company has guaranteed a note payable owed by two members of the Company that amounted to $5,666,144 at December 31, 2019. The loan was used to acquire the membership units from two former members. The note is due in monthly payments of $49,475, including interest at 5.75% through October 1, 2022, at which time the rate will be reset based on the terms of the note and a new monthly payment amount will be determined and payable until the balance is fully repaid on September 1, 2023. The loan is secured by all business assets of the Company, a guarantee by a related entity, personal guarantees by the two members and life insurance policies held by the two members.

7. RECENT PRONOUNCEMENTS:
In February 2016, the FASB issued ASU 2016-02*, Leases.* The standard requires all leases with lease terms over 12 months to be capitalized as a right-of-use asset and lease liability on the balance sheet at the date of the lease commencement. Leases will be classified as either financing or operating. This distinction will be relevant for the pattern of expenses recognized in the statement of income and members' equity. This standard will be effective for the Company's year ending December 31, 2021.

The Company is currently in the process of evaluating the impact of adoption of this new pronouncement on the financial statements.

8. SUBSEQUENT EVENT:
Since the date of the financial statements, the COVID-19, Coronavirus, outbreak in the United States has resulted in a significant reduction in customer traffic at the Company's franchisees. In some cases, the government has mandated the closing of all aspects of the store except for delivery and pick-up. These recent developments are expected to result in lower sales. The financial impact on the Company cannot be determined at this time. In response to the COVID-19 outbreak, the Company applied for and was successful in obtain a loan from the SBA under the Paycheck Protection Program, which totaled $21,700. This loan is eligible for full or partial forgiveness if the proceeds are spent on qualifying expenses. The amount of any potential forgiveness can not be determined at this time.

Rapid Fired Pizza Franchising, LLC

Financial Statements

December 31, 2018

with Independent Auditors' Report

CLARK SCHAEFER HACKETT

CPAs & ADVISORS

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CLARK SCHAEFER HACKETT
CPAs & ADVISORS

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INDEPENDENT AUDITORS' REPORT

To the Members
Rapid Fired Pizza Franchising, LLC

Report on the Financial Statements
We have audited the accompanying balance sheet of Rapid Fired Pizza Franchising, LLC as of December 31, 2018, and the related statements of income and members' equity, and cash flows for the year then ended, and the related notes to the financial statements.

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

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

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

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

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Rapid Fired Pizza Franchising, LLC as of December 31, 2018, and the results of its operations and its cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Clark, Schaefer, Hackett & Co.

Dayton, Ohio
March 31, 2019

Rapid Fired Pizza Franchising, LLC
Balance Sheet
December 31, 2018

Assets		
Current assets:		
Cash	$	18,022
Prepaid Insurance		413
Royalties receivable		25,430
Accounts receivable, related parties		84,437
Deferred franchisee costs		81,300
		209,602
Equipment:		
Automobiles		33,544
Furniture and fixtures		6,594
		40,138
Less accumulated depreciation		(17,810)
		22,328
Total assets	$	231,930
Liabilities and members' equity (deficit)		
Current liabilities:		
Accounts payable, trade	$	32,765
Accounts payable, related parties		2,391
Notes payable, current portion		5,475
Accrued payroll		5,197
Deferred franchise revenue		105,000
		150,828
Long-term debt:		
Notes payable, net of current portion		17,231
Total liabilities		168,059
Members' equity:		63,871
Total liabilities and members' equity	$	231,930

See accompanying notes to financial statements.

Rapid Fired Pizza Franchising, LLC
Statement of Income and Members' Equity
Year Ended December 31, 2018

Revenues:		
Franchise fees	$	100,000
Royalties		688,252
		788,252
Operating expenses:		
Wages, salaries, and guaranteed payments		458,023
Professional fees		45,942
Commissions		30,451
Franchisee facility plans		5,800
Advertising and promotion		25,506
Office supplies and expense		9,287
Utilities and telephone		3,360
Cleaning and maintenance		407
Dues and subscriptions		4,887
Insurance		5,069
R&D expenditures		1,516
IT expense		6,716
Travel expense		37,213
Automobile expense		17,564
Depreciation		7,897
Rent		24,000
Training		677
Store support		2,354
Other operating expenses		11,369
		698,038
Income from operations		90,214
Other income (expenses):		
Other income		565
Interest expense		(1,821)
Taxes		(162)
		(1,418)
Net Income		88,796
Members' deficit, beginning of year		(24,925)
Members' equity, end of year	$	63,871

See accompanying notes to financial statements.

Cash flows from operating activities:		
Net Income	$	88,796
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation		7,897
Effects of changes in assets and liabilities:		
Prepaid insurance		(413)
Royalties receivable		(1,385)
Employee advances		1,150
Deferred franchisee costs		(51,700)
Accounts payable		32,765
Accounts payable, related parties		2,391
Accrued payroll		(25,509)
Deferred franchise revenue		(20,000)
Net cash provided by operating activities		33,992
Cash flows from investing activities:		
Purchase of equipment		(470)
Funds advanced to related entities		(33,418)
Net cash used by investing activities		(33,888)
Cash flows from financing activities:		
Principal payments on notes payable		(5,207)
Net cash used by financing activities		(5,207)
Decrease in cash		(5,103)
Cash, beginning of year		23,125
Cash, end of year	$	18,022
Supplemental disclosure of cash flow information:		
Cash paid for interest	$	1,821

See accompanying notes to financial statements.

1. NATURE OF THE ORGANIZATION:

Organization
Rapid Fired Pizza Franchising, LLC (the Company) was organized as an Ohio limited liability company on October 8, 2015. The Company is engaged in the sale and support of franchises of Rapid Fired Pizza® restaurants throughout the United States. At December 31, 2018, the Company and its franchisees were operating twenty-seven restaurants in Ohio, Kentucky, Indiana, South Carolina, Texas, and California. During 2018, six restaurants were opened. At December 31, 2018, the Company had entered into six franchise agreements for which the restaurant had not yet opened.

Thirteen of the twenty-seven restaurants are owned by related entities.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

The following accounting principles and practices of the Company are set forth to facilitate the understanding of data presented in the financial statements:

Basis of presentation
The financial statements of the Company have been prepared on the accrual basis. Financial statement presentation follows accounting principles generally accepted in the United States of America as contained in the Accounting Standards Codification (ASC) issued by the Financial Accounting Standards Board (“FASB”).

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

Revenue recognition
The Company offers two types of franchise arrangements. A single-unit franchise allows the franchisee to open an individual restaurant unit. Area developer franchises allow the franchisee to offer single-unit franchises and related development and support services on behalf of the Company within a specified geographic area, and to receive a commission from the Company for its efforts.

Initial fees related to the sale of both types of franchises are recognized as revenue upon substantial performance by the Company of all material conditions related to the initial fee. Such conditions include, among others, designating the franchisee's "protected territory," approving the franchisee's operating site location, providing standard facility plans, and providing pre-opening training and on-site assistance. Initial franchise fees received before the Company has substantially performed all material conditions are reported as deferred revenue; incremental costs associated with such fees are reported as deferred franchisee costs.

Royalty income, based on a percentage of sales generated by the restaurants owned by single-unit franchisees, is recognized as the royalties become due. Other fees, such as additional training and support or access to supplies or services (such as insurance or software support) purchased by the franchisor on behalf of all restaurants, are recognized as the related supplies or services are furnished. No other fees were assessed during 2018.

Advertising
Advertising costs are expensed as incurred.

Equipment and depreciation
Assets with a cost exceeding $500 and a useful life exceeding one year are recorded at cost, and depreciation is computed principally using the straight-line method over the estimated useful lives of the assets. Routine maintenance, repairs and renewals are charged to income as incurred. Renewals and betterments that substantially increase the life of an asset are capitalized. At retirement or sale, the cost of the asset and the related accumulated depreciation are removed from the accounts and resulting gains or losses are included in income.

Income taxes
The Company is a limited-liability company and has made an election under the Internal Revenue code to be treated as a partnership for income tax purposes. Accordingly, for federal income tax purposes, the taxable results of operations and any related tax credits are passed through to the individual income tax returns of the members. Accordingly, no provision for federal income taxes has been made in the accompanying financial statements. Cash payments for local income taxes amounted to $162 in 2018.

Related entities
FASB has issued Accounting Standards Update ("ASU") 2018-17, *Consolidation: Targeted Improvements to Related Party Guidance for Variable Interest Entities*, which clarifies generally accepted accounting principles for recognition, measurement, presentation, and disclosure related to applying variable interest entities guidance to private companies under common control. ASU 2018-17 is effective for fiscal years beginning after December 15, 2020, with earlier adoption permitted. The Company has elected to early adopt ASU 2018-17. The provisions of this ASU permit private companies to make an accounting policy election to not evaluate variable interest entities for consolidation. This change had no impact on members' equity.

Subsequent events
The Company has evaluated subsequent events through the report date, the date on which the financial statements were available to be issued.

3. CONCENTRATIONS OF CREDIT RISK:
From time to time, the Company may temporarily maintain balances in cash accounts in financial institutions that exceed federal depository insurance limits. At December 31, 2018, the Company has no such excess deposits.

4. NOTES PAYABLE:
At December 31, 2018 the Company had a note payable to a financing company for the purchase of a vehicle. The note is secured by the vehicle and is due in monthly installments of $541, including interest at 5.019%, through October, 2022.

The aggregate maturities of long-term debt for years ending after December 31, 2018 are as follows:

2019	$	5,475
2020		5,755
2021		6,051
2022		5,425
	$	22,706

5. RELATED PARTY TRANSACTIONS:

The members of the Company have established a cooperative national marketing fund (the Fund) into which all restaurants contribute a percentage of their gross sales. These monies are used to conduct national, regional, and local advertising, marketing, promotional, and public relations campaigns for the Rapid Fired Pizza brand. In October 2018, the FASB issued ASU 2018-17, *Consolidation: Targeted Improvements to Related Party Guidance for Variable Interest Entities*, which clarifies generally accepted accounting principles for recognition, measurement, presentation, and disclosure related to applying variable interest entities guidance to private companies under common control. The impact is the exclusion of the Fund, an entity under common control, from consolidation.

The founding member of the Company developed the concept of the Rapid Fired Pizza® Brand and owns the trade name of the Rapid Fired Pizza®, which is licensed to the Company at no charge. A separate entity, owned by the members of the Company, operates eleven restaurants (the “related stores”), including the original. This entity was not required to purchase franchises from the Company; however, royalties are charged. During 2018, the royalty rate charged to the related stores was reduced from 3% to 2% in May 2018, and further reduced to 1% in June 2018, where it remained through December 31, 2018. Royalties received from these restaurants totaled $145,681 during 2018. These companies also contribute to the cooperative national marketing fund described above on the same basis as franchisees.

During November 2018, certain employees were transferred to a new entity, Zor Management, LLC (“Zor”), which was established to process payroll and benefits for employees that provide services to multiple related entities. The Company reimburses Zor based on the time spent by respective employees. During 2018, the Company reimbursed Zor $25,979, and at December 31, 2018, accounts payable, related parties included $2,391 due to Zor.

At December 31, 2018, accounts receivable, related parties included $9,480 due from Rapid Fired Pizza Commissary/Rapid Fired One, $70,347 due from Rapid Fired Pizza Advertising Fund, and $3,416 from A Little Bit More, LLC. Management expects repayment during 2019.

The Company currently pays rent on a monthly basis for partial use of a building occupied by other related parties and owned by a limited liability company in which certain members of the Company are also members. Rent expense for 2018 amounted to $24,000.

6. RECENT PRONOUNCEMENTS

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers.* The standard requires the reporting entity to identify separate performance obligations, allocate consideration to the performance obligations, and recognize revenue as the performance obligations are satisfied. This standard also includes expanded disclosure requirements that result in an entity providing users of the financial statements with comprehensive information about the nature, amount, timing, and uncertainty of revenue and cash flows arising from the entity’s contract with customers. This standard will be effective for the Company’s fiscal year ending December 31, 2019.

In February 2016, the FASB issued ASU 2016-02*, Leases.* The standard requires all leases with lease terms over 12 months to be capitalized as a right-of-use asset and lease liability on the balance sheet at the date of the lease commencement. Leases will be classified as either financing or operating. This distinction will be relevant for the pattern of expenses recognized in the statement of income and members’ equity. This standard will be effective for the Company’s year ending December 31, 2020.

The Company is currently in the process of evaluating the impact of adoption of these new pronouncements on the financial statements.

Rapid Fired Pizza Franchising, LLC

Financial Statements
December 31, 2017
with Independent Auditors' Report

CLARK SCHAEFER HACKETT
CPAs & Advisors

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CLARK SCHAEFER HACKETT
CPAs & Advisors

10100 Innovation Drive, Suite 400, Dayton, Ohio 45342
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INDEPENDENT AUDITORS' REPORT

To the Members
Rapid Fired Pizza Franchising, LLC

Report on the Financial Statements
We have audited the accompanying balance sheet of Rapid Fired Pizza Franchising, LLC as of December 31, 2017, and the related statements of operations and members' equity, and cash flows for the year then ended, and the related notes to the financial statements.

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

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

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

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

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Rapid Fired Pizza Franchising, LLC as of December 31, 2017, and the results of its operations and its cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Clark, Schaefer, Hackett & Co.

Dayton, Ohio
March 23, 2018

Rapid Fired Pizza Franchising, LLC
Balance Sheet
December 31, 2017

Assets		
Current assets:		
Cash	$	23,125
Royalties receivable		24,045
Accounts receivable, affiliates		51,019
Employee advances		1,150
Deferred franchisee costs		29,600
		128,939
Equipment:		
Automobiles		33,544
Furniture and fixtures		6,124
		39,668
Less accumulated depreciation		(9,913)
		29,755
Total assets	$	158,694
Liabilities and members' equity (deficit)		
Current liabilities:		
Notes payable, current portion	$	5,200
Accrued payroll		30,706
Deferred franchise revenue		125,000
		160,906
Long-term debt:		
Notes payable, net of current portion		22,713
Total liabilities		183,619
Members' equity (deficit)		(24,925)
Total liabilities and members' equity (deficit)	$	158,694

See accompanying notes to financial statements.

Rapid Fired Pizza Franchising, LLC
Statement of Operations and Members' Equity
Year Ended December 31, 2017

Revenues:		
Franchise fees	$	135,000
Royalties		610,257
		745,257
Operating expenses:		
Wages, salaries, and guaranteed payments		430,156
Professional fees		53,321
Franchisee facility plans		26,340
Advertising and promotion		42,353
Office supplies and expense		13,327
Utilities and telephone		3,998
Cleaning and maintenance		13,018
Insurance		18,565
Consulting fees		34,338
R&D expenditures		4,532
IT expense		5,197
Market research		5,990
Other operating expenses		1,940
Travel expense		30,066
Automobile expense		22,337
Depreciation		7,835
Rent		25,253
Store support		20,451
Miscellaneous		11,789
		770,806
Loss from operations		(25,549)
Other income (expenses):		
Other income		6,788
Interest expense		(2,581)
Taxes		(305)
		3,902
Net loss		(21,647)
Members' equity (deficit), beginning of year		(96,078)
Contributions from members		92,800
Members' equity (deficit), end of year	$	(24,925)

See accompanying notes to financial statements.

Cash flows from operating activities:		
Net loss	$	(21,647)
Adjustments to reconcile net loss to net cash used by operating activities:		
Depreciation		7,835
Effects of changes in assets and liabilities:		
Royalties receivable		(17,250)
Employee advances		(1,150)
Deferred franchisee costs		(7,340)
Accounts payable		(5,250)
Accrued payroll		25,593
Deferred franchise revenue		(5,000)
Net cash used by operating activities		(24,209)
Cash flows from investing activities:		
Funds advanced to related entities		(40,582)
Net cash used by investing activities		(40,582)
Cash flows from financing activities:		
Principal payments on notes payable		(4,894)
Contributions from members		92,800
Net cash provided by financing activities		87,906
Increase in cash		23,115
Cash, beginning of year		10
Cash, end of year	$	23,125
Supplemental disclosure of cash flow information:		
Cash paid for interest	$	2,581

See accompanying notes to financial statements.

1. NATURE OF THE ORGANIZATION:

Organization
Rapid Fired Pizza Franchising, LLC (the Company) was organized as an Ohio limited liability company on October 8, 2015. The Company is engaged in the sale and support of franchises of Rapid Fired Pizza® restaurants throughout the United States. At December 31, 2017, the Company and its franchisees were operating twenty-one restaurants in Ohio. During 2017, thirteen restaurants were opened and one was closed. At December 31, 2017, the Company had entered into six franchise agreements for which the restaurant had not yet opened.

Ten of the twenty-one restaurants are owned by related entities.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

The following accounting principles and practices of the Company are set forth to facilitate the understanding of data presented in the financial statements:

Basis of presentation
The financial statements of the Company have been prepared on the accrual basis. Financial statement presentation follows accounting principles generally accepted in the United States of America as contained in the Accounting Standards Codification (ASC) issued by the Financial Accounting Standards Board.

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

Revenue recognition
The Company offers two types of franchise arrangements. A single-unit franchise allows the franchisee to open an individual restaurant unit. Area developer franchises allow the franchisee to offer single-unit franchises and related development and support services on behalf of the Company within a specified geographic area, and to receive a commission from the Company for its efforts.

Initial fees related to the sale of both types of franchises are recognized as revenue upon substantial performance by the Company of all material conditions related to the initial fee. Such conditions include, among others, designating the franchisee's "protected territory," approving the franchisee's operating site location, providing standard facility plans, and providing pre-opening training and on-site assistance. Initial franchise fees received before the Company has substantially performed all material conditions are reported as deferred revenue; incremental costs associated with such fees are reported as deferred franchisee costs.

Royalty income, based on a percentage of sales generated by the restaurants owned by single-unit franchisees, is recognized as the royalties become due. Other fees, such as additional training and support or access to supplies or services (such as insurance or software support) purchased by the franchisor on behalf of all restaurants, are recognized as the related supplies or services are furnished. No other fees were assessed during 2017.

Advertising
Advertising costs are expensed as incurred.

Equipment and depreciation
Assets with a cost exceeding $500 and a useful life exceeding one year are recorded at cost, and depreciation is computed principally using the straight-line method over the estimated useful lives of the assets. Routine maintenance, repairs and renewals are charged to income as incurred. Renewals and betterments that substantially increase the life of an asset are capitalized. At retirement or sale, the cost of the asset and the related accumulated depreciation are removed from the accounts and resulting gains or losses are included in income.

Income taxes
The Company is a limited-liability company and has made an election under the Internal Revenue code to be treated as a partnership for income tax purposes. Accordingly, for federal income tax purposes, the taxable results of operations and related tax credits are passed through to the individual income tax returns of the members. Accordingly, no provision for federal income taxes has been made in the accompanying financial statements. Cash payments for local income taxes amounted to $305 in 2017.

Subsequent events
The Company has evaluated subsequent events through the report date, the date on which the financial statements were available to be issued.

3. CONCENTRATIONS OF CREDIT RISK:

From time to time, the Company may temporarily maintain balances in cash accounts in financial institutions that exceed federal depository insurance limits. At December 31, 2017, the Company has no such excess deposits.

4. NOTES PAYABLE:

At December 31, 2017 the Company had a note payable to a financing company for the purchase of a vehicle. The note is secured by the vehicle and is due in monthly installments of $541, including interest at 5.019%, through October, 2022.

The aggregate maturities of long-term debt for years ending after December 31, 2017 are as follows:

2018	$	5,200
2019		5,474
2020		5,755
2021		6,051
2022		5,433
	$	27,913

5. RELATED PARTY TRANSACTIONS:

The members of the Company have established a cooperative national marketing fund (the Fund) into which all restaurants contribute a percentage of their gross sales. These monies are used to conduct national, regional, and local advertising, marketing, promotional, and public relations campaigns for the Rapid Fired Pizza brand. Management has evaluated the relationship with the Fund and determined that consolidation is not required.

The founding member of the Company developed the concept of the Rapid Fired Pizza® Brand and owns the trade name of the Rapid Fired Pizza®, which is licensed to the Company at no charge. A separate entity, owned by the members of the Company, operates ten restaurants, including the original. This entity was not required to purchase franchises from the Company; however, royalties are charged. Royalties received from these restaurants totaled $235,233 during 2017. These companies also contribute to the cooperative national marketing fund described above on the same basis as franchisees. Accounts receivable affiliates include $51,019 of funds advanced to related entities. Management expects repayment during 2018.

The Company currently pays rent on a monthly for partial use of a building occupied by other related parties and owned by a limited liability company in which certain members of the Company are also members. Management has evaluated the relationship and determined that consolidation is not required. Rent expense for 2017 amounted to $25,253.

UNAUDITED FINANCIAL STATEMENTS
AS OF APRIL 30, 2020

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

Rapid Fired Pizza Franchising, LLC
Balance Sheet
As of April 30, 2020

		Apr 30, 20
ASSETS		
Current Assets		
Checking/Savings		
Chase Checking		87,677.25
Total Checking/Savings		87,677.25
Other Current Assets		
Loan - ALBM		11,149.34
Loan - Patrick Harder		10,316.87
Loan - RFP Commissary		9,480.38
Loan - Symmes		2,424.62
Loan RAF Advertising		
Loan - RAF Cincy	-4,000.00	
Loan - RAF Columbus	7,512.17	
Loan - RAF Dayton	10,000.00	
Loan - RFAFN	23,500.00	
RF Advertising	69,437.04	
Total Loan RAF Advertising		106,449.21
Loan Zor Management		400.00
Total Other Current Assets		140,220.42
Total Current Assets		227,897.67
Fixed Assets		
Accumulated Depreciation		-36,250.68
Furniture and Equipment		24,459.03
Vehicles		33,543.76
Total Fixed Assets		21,752.11
Other Assets		
Accumulated Amortization		-4,514.73
Consultant Fee		10,338.10
R&D		2,683.22
Start Up Legal Fees - Net		2,913.00
Total Other Assets		11,419.59
TOTAL ASSETS		**261,069.37**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
Current Portion - L-T Debt		8,955.00
Total Other Current Liabilities		8,955.00
Total Current Liabilities		8,955.00
Long Term Liabilities		
Citizens Auto Finance Loan		17,231.50
Less Current Portion		-8,955.00
Osgood Loan 107.45		5,236.31
Osgood Loan 237.98		11,954.52
Total Long Term Liabilities		25,467.33
Total Liabilities		34,422.33

Rapid Fired Pizza Franchising, LLC
Balance Sheet
As of April 30, 2020

	Apr 30, 20
Equity	
Capital - JGRR Development	71,898.00
Capital - Jim	485.00
Capital - Kelly	5,496.00
Capital - Matt	5,033.00
Capital - Ray	18,638.58
Capital - Tim	7,663.00
Member Draw - JGRR	-3,000.00
Member Draw - Jim	-14,850.00
Member Draw - Kelly	-52,123.50
Member Draw - Matt	-28,779.30
Member Draw - Peter	-3,712.50
Member Draw - Ray	-137,639.70
Member Draw - Tim	-50,490.00
Retained Earnings	283,110.97
Net Income	124,917.49
Total Equity	226,647.04
TOTAL LIABILITIES & EQUITY	**261,069.37**

Rapid Fired Pizza Franchising, LLC
Profit & Loss
January through April 2020

		Jan - Apr 20
Ordinary Income/Expense		
Income		
Royalties		
Store 001	1,882.58	
Store 002	1,348.08	
Store 003	1,248.35	
Store 005	1,525.74	
Store 006	6,981.33	
Store 008	7,725.03	
Store 010	1,445.22	
Store 011	1,117.26	
Store 015	7,265.90	
Store 016	1,175.13	
Store 017	1,155.31	
Store 018	5,612.85	
Store 019	1,229.68	
Store 020	6,294.07	
Store 021	4,888.93	
Store 022	1,497.33	
Store 023	7,046.91	
Store 024	8,426.00	
Store 025	8,940.69	
Store 026	6,289.82	
Store 027	9,347.70	
Store 028	16,497.36	
Store 029	11,057.44	
Store 030	18,520.44	
Store 032	9,293.50	
Store 033	12,581.65	
Store 034	8,381.87	
Store 035	3,303.68	
Store 039	6,588.00	
Store 043	1,113.94	
Total Royalties		179,781.79
Total Income		179,781.79
Cost of Goods Sold		
Food Purchases		
Rebate	-135,144.93	
Total Food Purchases		-135,144.93
Total COGS		-135,144.93
Gross Profit		314,926.72
Expense		
AD Commission		
Pie Guys Development	12,217.41	
Trendy Foods LLC	10,241.94	
Twin RFP LLC	17,035.74	
Total AD Commission		39,495.09
Admin Expense		
Zor Management Fee	45,510.58	
Total Admin Expense		45,510.58
Advertising and Promotion		42,220.08
Architect Work		
Huntington, WV	2,700.00	
New Braunsfels, TX	2,700.00	
Total Architect Work		5,400.00
Automobile Expenses		
carwash	97.85	
gas	846.58	
maintenance	175.50	
Total Automobile Expenses		1,119.93

Rapid Fired Pizza Franchising, LLC
Profit & Loss
January through April 2020

		Jan - Apr 20
Awards		285.08
Bank Service Charges		360.50
Credit card		126.00
Dues & Subscriptions		230.00
Google Account		3,825.53
Insurance Expense		1,501.57
Intercompany Loan		-400.00
Management Fee		1,246.52
Market Research		195.00
Membership		4,577.50
Office Expense		282.33
Office Supplies		32.51
Postage		69.35
Professional Fees		
Call Center	496.05	
Professional Fees - Other	15,020.89	
Total Professional Fees		15,516.94
Registration		200.00
Rent Expense		8,888.00
Salaries and Wages		
Advance	1,195.36	
garnishment	3,461.80	
Taxes	3,558.44	
Salaries and Wages - Other	3,914.06	
Total Salaries and Wages		12,129.66
Store Supplies		-52.01
Supplies		4.56
Telephone Expense		360.00
Travel		
Airfare	983.42	
Hotel	316.82	
Parking	40.00	
Total Travel		1,340.24
Uniforms		124.14
Total Expense		184,589.10
Net Ordinary Income		130,337.62
Other Income/Expense		
Other Income		
Economic Injury Disaster Loan		1,000.00
Paycheck Protection Program		21,700.00
Total Other Income		22,700.00
Other Expense		
Guaranteed Payment - Jim		19,112.00
Interest Expense		23.49
Loans		
Citizens One Loan	2,162.08	
Osgood	1,822.56	
RAF Dayton Loan	5,000.00	
Total Loans		8,984.64
Total Other Expense		28,120.13
Net Other Income		-5,420.13
Net Income		**124,917.49**

EXHIBIT B

FRANCHISE AGREEMENT

RAPID FIRED PIZZA® FRANCHISE AGREEMENT

STORE # ____

AUTHORIZED LOCATION:______________________________

____

YOU (FRANCHISEE):__________________________________

DATE OF AGREEMENT:________________________________

Rapid Fired Pizza Franchising, LLC
FTC ~~2019~~2020 Franchise Agreement

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RAPID FIRED PIZZA® FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is made and entered into this _____ day of _______________, 20____, between Rapid Fired Pizza Franchising, LLC, an Ohio limited liability company, with a principal place of business at 2795 Culver Avenue, Kettering, Ohio 45429 ("we" or "us"), and ______________________________, a corporation formed and operating under the laws of the State of _____________, or _______________________________________ an individual, with a principal place of business at ____ ("you").

INTRODUCTION

A. We developed and own a system (the "Business System") relating to the development and operation of restaurants selling a variety of Italian food including pizza, calzones, salads, cookies and other related food and beverage products for the individual consumer.

B. We own the Rapid Fired Pizza® trademark, and other trademarks and service marks (the "Marks") used in operating the Business System.

C. We grant qualified persons the right to develop, own and operate a Rapid Fired Pizza® restaurant at a specific location.

D. You desire to obtain the right to develop and operate a Rapid Fired Pizza® restaurant using the Business System at a specific location.

AGREEMENTS

In consideration of the mutual covenants and agreements stated below, the parties agree as follows:

1. DEFINITIONS

A. "Confidential Information" means the methods, techniques, formats, marketing and promotional techniques and procedures, specifications, information, recipes, Operations Manual (as defined in Section 7(E)), systems and knowledge of and experience in the operation and franchising of Rapid Fired Pizza® restaurants that we communicate to you or that you otherwise acquire in operating the Restaurant under the Business System. Confidential Information does not include information, processes or techniques that are generally known to the public, other than through disclosure (whether deliberate or inadvertent) by you.

B. "Marks" means the Rapid Fired Pizza® trademark and service mark and other trademarks, service marks, domain names, logos, slogans, and commercial symbols that we have designated, or may in the future designate, for use in the Business System.

C. "Net Sales" means the aggregate amount of all sales of goods and services (including service charges in lieu of gratuity), whether for cash, on credit or otherwise, made or provided at or in connection with the Restaurant, including off-premises sales and monies derived at or away from the Restaurant. The term "Net Sales" does not include: (1) any federal, state, municipal or other sales, value added or retailer's excise taxes paid or accrued by you; and (2) adjustments for net returns on salable goods and discounts allowed to customers on sales. Net Sales will not be adjusted for uncollected accounts. For purposes of this Agreement, the sale is made at the earlier of delivery of the product or service, or receipt of payment. In addition, we reserve the right to include in Net Sales all ancillary charges or fees, including delivery service fees, that a customer pays to us or any third party in connection with the purchase of any products or services sold in connection with the Restaurant.

D. "Operating Manager" means the designated individual responsible for the day-to-day operation of the Restaurant. We must approve the Operating Manager and the Operating Manager must successfully complete our mutual training program and all mandatory follow-up training programs.

E. "Principal Owner" means any person or entity who directly or indirectly owns a ten percent (10%) or greater interest in you. If any corporation or other entity other than a partnership is a Principal Owner, a "Principal Owner" also will mean a shareholder or owner of a ten percent (10%) or greater interest in such corporation or other entity. If a partnership is a Principal Owner, a "Principal Owner" also will mean each general partner of such partnership and, if such general partner is an entity, each owner of a ten percent (10%) or greater interest in such general partner. If you are one or more individuals, each individual will be deemed a Principal Owner of you.

F. "Products" means pizza and related food and beverage products and other accessories, that we may (1) identify on the authorized menu for Rapid Fired Pizza® restaurants, as we periodically may modify, or (2) otherwise approve for sale in the Restaurant.

G. "Protected Territory" has the meaning described in Section 2(B) below.

H. "Restaurant" means the Rapid Fired Pizza® restaurant developed and operated under this Agreement which offers the Products.

I. "Business System" means the Rapid Fired Pizza® system which includes the Products for the individual consumer under the Marks, using certain distinctive types of retail facilities, equipment (including the POS System (as defined in Section 6(D) below)), supplies, Confidential Information, business techniques, methods and procedures, and sales promotion programs, as we periodically may modify and further improve.

2. GRANT OF FRANCHISE

A. Grant of Franchise and Authorized Location. Subject to the provisions contained in this Agreement, we grant you a franchise (the "Franchise") to own and operate a Rapid Fired Pizza® Restaurant at a site we approve in writing (the "Authorized Location") and to use the Marks and other aspects of the Business System in operating the Restaurant. The Authorized Location of the Restaurant is listed on the cover page of this Agreement. If you do not have an Authorized Location for the Restaurant at the time you sign this Agreement, the Authorized Location must be identified and approved by us in writing within ninety (90) days after the date of this Agreement. You do not receive any territorial rights until we approve the Authorized Location.

B. Nature of Your Protected Territory. During the term of this Agreement (as described in Section 3), if you are in compliance and the Authorized Location is not located within a Captive Market Location (as defined below in this Section 2(B)), we will not directly operate or franchise another to operate any other Rapid Fired Pizza® restaurant within a 2-mile radius of the Authorized Location (the "Protected Territory"). You understand and agree that for the duration of the term of this Agreement (as described in Section 3), if the Authorized Location is located within a Captive Market Location you have no rights to a Protected Territory or other geographic protections. The license granted to you under this Agreement is personal in nature, may not be used at any location other than at the Restaurant, and does not include the right to sell any Products or services identified by the Marks at any location other than at the Restaurant or pursuant to catering and delivery activities we may authorize under Section 2(C) below. This Agreement does not include the right to sell any Products or services identified by the Marks through any other channels of distribution, including the Internet (or any other existing or future form of electronic commerce). You will not open any other Rapid Fired Pizza® restaurant in the Protected Territory unless we permit you to do so under a separate franchise agreement. You will not have the right to subfranchise or sublicense any of your rights under this Agreement. You will not use the Restaurant for any purposes other than the operation of a Rapid Fired Pizza® restaurant. You also understand and agree that the Protected Territory does not include any regional, enclosed or similarly situated shopping centers or malls, airports or other transportation terminals, sports facilities, hospitals, college and university campuses, corporate campuses, a department within an existing retail store, hotels, grocery stores, or other similar types of locations that have a restricted trade area ("Captive Market Locations") located within the geographic boundaries of the Protected Territory.

C. Catering and Delivery Services. You may directly offer catering and delivery services in the Protected Territory to the extent we permit you to do so in writing, and only in compliance with this Agreement, the Operations Manual and other policies and requirements we impose. You must offer and participate in those online ordering services and third-party delivery services we designate as described in the Operations Manuals. You must enter any sales from or through those online ordering services and third-party delivery services we designate into your point of sale system (as further described in Section 6(D) below). We reserve the right to terminate or restrict your right to offer online ordering, catering and delivery services at any time following written notice.

D. Rights Reserved to us. We (for us and our affiliates) retain the right:

1. to directly operate, or to grant other persons the right to operate, Rapid Fired Pizza® restaurants at locations outside the Protected Territory;

2. to directly operate, or to grant other persons the right to operate, Rapid Fired Pizza® restaurants at Captive Market Locations within and outside the Protected Territory;

3. to promote, sell and distribute the Products and the services authorized for sale at Rapid Fired Pizza® restaurants under trademarks and service marks other than the Marks through similar or dissimilar channels of distribution;

4. to promote, sell and distribute the Products and the services authorized for sale at Rapid Fired Pizza® restaurants as well as ancillary products and services such as products and beverages, clothing and memorabilia under the Marks through dissimilar channels of distribution (*i.e.*, other than the operation of full-service Rapid Fired Pizza® restaurants), including direct mail, wholesale activities, retail catering and delivery services, and by electronic means such as the Internet, and pursuant to conditions we deem appropriate within and outside the Protected Territory; and

5. to promote the Business System and the Restaurants generally, including on the Internet (or any other existing or future form of one or more electronic commerce) and to create, operate, maintain and modify, or discontinue the use of websites using the Marks.

3. TERM OF FRANCHISE; RENEWAL RIGHTS

A. Term. The term of this Agreement will be for ten (10) years commencing on the date of this Agreement (the "Effective Date").

B. Successor Agreement. You will have the right to enter into a successor agreement for the Franchise for the Business for three (3) additional terms of ten (10) years each, provided you satisfy the following conditions:

1. You have given us written notice at least one hundred eighty (180) days but no more than three hundred and sixty (360) days before the end of the term of this Agreement of your intention to enter into a successor agreement;

2. You have complied with all of the material provisions of this Agreement and all other agreements between you and us or any of our respective affiliates, including the payment of all monetary obligations you owe to us or our affiliates, and have complied with our material operating and quality standards and procedures;

3. You provide documentation satisfactory to us that you have the right to maintain possession of the Restaurant premises during the renewal term described in our then-current Franchise Agreement and have, at your expense, made such reasonable capital expenditures necessary to remodel, modernize and redecorate the Restaurant premises and to replace and modernize the supplies, fixtures, signs, and equipment used in your franchised business so that the Restaurant reflects the then-current physical appearance of new Rapid Fired Pizza® restaurants, or are able to secure a new location within the Protected Territory which we have accepted (such acceptance not to be unreasonably withheld) and agree to make all required improvements to the Restaurant premises and install all required fixtures and equipment in compliance with our then-current standards and specifications for new Rapid Fired Pizza® restaurants;

4. You (or if you are an entity, a Principal Owner we approve) and the Operating Manager completes, to our satisfaction, any new training and refresher programs as we may reasonably require. You are responsible for travel, compensation, lodging and living costs of attendees;

5. You have paid to us at least thirty (30) days before the term of this Agreement expires a Successor Fee of two thousand five hundred dollars ($2,500) in lieu of our then-current standard initial franchise fee applicable to new Rapid Fired Pizza® restaurants;

6. You sign our then-current standard Franchise Agreement which may differ materially from the provisions of this Agreement; provided that you will be required to pay the Successor Fee in lieu of the Initial Franchise Fee stated in the then-current Franchise Agreement; and

7. You and each Principal Owner sign a general release, in form acceptable to us, of all claims against us and our affiliates, officers, directors, employees, and agents.

4. FRANCHISE AND OTHER FEES

A. Initial Franchise Fee. You will pay us an "Initial Franchise Fee" of twenty-six thousand dollars ($26,000). The Initial Franchise Fee is payable when you sign this Agreement. We fully earn the Initial Franchise Fee when we sign this Agreement and the Initial Franchise Fee is nonrefundable.

B. Royalty Fee. You will pay us a non-refundable weekly Royalty Fee in an amount equal to six percent (6.0%) of your Net Sales. The Royalty Fee is due and payable on or before the Wednesday of each week for the seven (7) day period ending on Sunday of such week (Monday to Sunday) based on the Net Sales during such seven (7) day period.

C. Electronic Transfer of Funds. We may require you to sign electronic transfer of funds authorizations and other documents as we periodically designate to authorize your bank to transfer, either electronically or through some other method of payment we designate, directly to our account and to charge your account for all amounts you owe us. Your authorization will permit us to designate the amount to be transferred from your account. If we require payment through electronic transfer of funds or a similar method of payment, you will maintain a balance in your accounts sufficient to allow us to collect the amounts owed to us when due. You will be responsible for any penalties, fines or similar expenses associated with the transfer of funds described herein.

D. Interest on Late Payments. All Royalty Fees, Marketing Fees, or any other fees, amounts, or obligations due and owing to us or our affiliates will bear interest after the due date at the lesser of: (1) one-and-one-half percent (1½%) per month; or (2) the maximum contract rate of interest permitted by law in the state in which the Restaurant is located.

E. Application of Payments. We have discretion to apply amounts due to us or any of our affiliates any payments received from you or any amount we owe you.

F. Withholding Payments Unlawful. You agree that you will not withhold payment of any Royalty Fees, Marketing Fees, or any other fees, amounts, or obligations due and owing to us, and that the alleged non-performance or breach of any of our obligations under the Franchise Agreement or any related agreement does not establish a right at law or in equity to withhold payments due us for Royalty Fees, Marketing Fees or any other amounts due.

G. Tax Indemnification. You will indemnify us and reimburse us for all income, capital, gross receipts, sales, and other taxes that the state in which the Restaurant is located imposes as a result of your operation of the Restaurant or the license of any of our intangible property in the jurisdiction in which the Restaurant is located. If more than one Rapid Fired Pizza® restaurant is located in such jurisdiction, they will share the liability in proportion to their Net Sales from the franchised business, except in the case of sales taxes and gross receipts taxes, which will be divided in proportion to taxable sales to you. If applicable, this payment is in addition to the Royalty Fee payments described above.

5. ADVERTISING

A. Marketing and Promotional Fund. During the term of this Agreement, you will pay to us for deposit in a marketing and promotional fund (the "Marketing Fund") a marketing fee (the "Marketing Fee") in an amount we determine, as described in Section 5(D) below. You will pay us the Marketing Fee in a manner we determine and as described in the Operations Manual. We will place all Marketing Fees we receive in the Marketing Fund and will manage such Fund. We also will contribute to the Marketing Fund for each Rapid Fired Pizza® restaurant that we operate in the United States at the same percentage rate as a majority of Rapid Fired Pizza® restaurants must pay to the Marketing Fund. Reasonable disbursements from the Marketing Fund will be made solely to pay expenses we incur in connection with the general promotion of the Marks and the Business System, including the cost of formulating, developing and implementing advertising, marketing, promotional and public relations campaigns; and the reasonable costs of administering the Marketing Fund, including the cost of employing advertising, public relations, and other third party agencies to assist us, and providing promotional brochures and advertising materials to Rapid Fired Pizza® restaurants and to regional and local advertising cooperatives, as well as accounting expenses and the actual costs of salaries and fringe benefits paid to our employees engaged in administration of the Marketing Fund. The Marketing Fund is not a trust or escrow account, and we have no fiduciary obligations regarding the

Marketing Fund. We cannot ensure that you will benefit directly or on a pro rata basis from the future placement of any such advertising in your local market. We may spend in any fiscal year an amount greater or less than the aggregate contributions of Rapid Fired Pizza® restaurants to the Marketing Fund in that year. We may, through the Marketing Fund, furnish you with approved local marketing plans and materials on the same terms and conditions as plans and materials we furnish to other Rapid Fired Pizza® restaurants. We will determine the methods of advertising, media employed and scope, contents, terms and conditions of advertising, marketing, promotional and public relations campaigns and programs. Upon written request, we will provide you an annual unaudited statement of the receipts and disbursements of the Marketing Fund for the most recent calendar year.

B. Local Advertising and Restaurant Promotion. In addition to the Marketing Fee due under Section 5(A) above, you will spend a minimum amount we determine (as described in Section 5(D) below) during each calendar year on "approved" Restaurant advertising and promotional activities in your local geographic area. On or before February 15 of each year, you will provide us with an accounting of the funds that you have spent for local advertising for the preceding calendar year. If you fail to spend the minimum amount required under this Section for the calendar year for approved regional cooperative advertising or local advertising, you will deposit with us the difference between what you should have spent for approved advertising during the calendar year and what you actually spent for approved advertising during the calendar year. We will deposit that amount in the Marketing Fund. For purposes of this Section, Restaurant advertising and promotional activities are "approved" if they are included in our recommended media plan for the Restaurant (if applicable) and otherwise comply with Section 5(E) below.

C. Cooperative Advertising. We may require that you will participate in, support and contribute to the cost of regional cooperative advertising programs we designate. We reserve the right to designate regional and local advertising markets, to establish regional advertising councils and to establish the bylaws and other rules under which such councils will operate.

D. Advertising Obligations. Subject to the following, we will determine the Marketing Fees, your local advertising obligations and any contributions to regional and local advertising cooperatives. We may periodically modify, in our absolute discretion, the amount(s) of such fees or other obligations, provided we will not require you to spend more than five percent (5%) of Net Sales in any calendar year on local marketing, Marketing Fees or contributions to regional and local advertising cooperatives, as described in Sections 5(A), 5(B) and 5(C) above.

E. Approved Advertising, Media Plans and Restaurant Promotion Materials. We may develop, and make available to you, local restaurant media planning assistance. If we do so, you must use our recommended media plan in promoting the Restaurant or otherwise develop, and obtain our advance written approval to, an alternative media/promotion plan. In addition, you will use only our approved advertising and promotional materials in promoting the Restaurant. If you desire to use any advertising or promotional materials in promoting the Restaurant which we previously have not approved, you must submit all materials to us for our approval before using any such materials, which approval will not be unreasonably withheld. If we do not disapprove those advertising or promotional materials within ten (10) days after you submit those materials to us, then you may use the materials, although we reserve the right to disapprove those materials at any later time. If you use any advertising or promotional materials without submitting those materials to us or if you use materials we disapprove, in addition to any separate remedies we may have, any amounts spent on those materials will not credited toward your local advertising obligations described in Section 5(B) above.

F. Participation in Certain Programs and Promotions. You must use your best efforts to promote and advertise your Restaurant and you must participate in and follow our policies, guidelines, and programs for all advertising and promotional programs we establish in the manner we direct. To the extent allowed by applicable law, you must sell products at the prices and discounts advertised or promoted pursuant to programs we have established or may establish in the future. You also must, at your expense, participate in and honor all provisions of the gift card and/or loyalty program that we have established, that we may establish, as we may modify, and as described in the Operations Manual. You also must honor all coupons, discounts and gift certificates as we may reasonably specify in the Operations Manual or otherwise in writing. You must participate in our mystery shopper program.

6. DEVELOPMENT AND OPENING OF THE RESTAURANT

A. Lease for Restaurant Premises. If you enter into a lease for the Restaurant premises, you must provide the proposed lease to us and receive our prior written approval of the proposed lease (which will not be unreasonably withheld) before you sign it. In addition, you and the landlord of the Restaurant premises ("Landlord") must sign a "Lease Addendum" in the form attached hereto as Exhibit B.

B. Your Development of Restaurant. Promptly after you sign a lease or acquire the premises for the Restaurant, and receive from us the prototype plans and specifications for the Restaurant, you will:

1. with the assistance of an architect we designate or approve, prepare and submit to us for approval (which will not be unreasonably withheld) any proposed modifications to our basic plans and specifications, which you may modify only to the extent necessary to comply with applicable ordinances, building codes, permit requirements and lease or deed requirements and restrictions;

2. obtain all required building, utility, sign, health, sanitation and business permits and licenses, and any other required permits and licenses. If required by us, you must obtain a liquor license for the Restaurant;

3. construct all required improvements to the Restaurant premises, purchase and install all required fixtures and equipment and decorate the premises in compliance with the plans and specifications we approve and in compliance with all applicable ordinances, building codes, permit requirements and lease or deed requirements and restrictions;

4. establish filing, accounting and inventory control systems complying with our requirements; and

5. contract with a qualified, licensed, insured and bonded general contractor we approve to supervise the construction of the Restaurant.

C. Fixtures, Equipment, Furniture and Signs. You will use in constructing and operating the Restaurant only those types of construction and decorating materials, fixtures, equipment (including computer hardware and software), furniture, and signs that we have approved for Rapid Fired Pizza® restaurants as meeting our specifications and standards for appearance, function and performance. You may purchase approved types of construction and decorating materials, fixtures, equipment, furniture and signs from any supplier we approve or designate (which may include us and/or our affiliates). If you propose to purchase any material, fixture, equipment, furniture or sign we have not then approved, or any items from any supplier we have not then approved, you must first notify us in writing and will provide to us (upon our request) sufficient specifications, photographs, drawings and other information or samples for us to determine whether the material, fixture, equipment, furniture or sign complies with our specifications and standards, or the supplier meets our approved supplier criteria, which determination we will make and communicate in writing to you within a reasonable time.

D. Point-of-Sale System. You will use in the Restaurant the point-of-sale and reporting system, including all existing or future communication or data storage systems, hardware, software, technology platforms, components thereof and associated service, which we may develop or select for the Business System (the "POS System"). The POS System may include one or more software programs customized or developed by us (the "System Software"). You must use the System Software (if available) from us or our designated third party supplier. The System Software will remain the confidential property of us or our third party supplier. If we require you to use System Software, you must enter into our or our designee's standard form software license agreement in connection with your use of the System Software. We reserve the right to charge you a license fee related to your use of the System Software, which will not exceed ten thousand dollars ($10,000) per year. You will pay the then-current fee for the System Software at or before the System Software is delivered to you. In addition, we reserve the right to charge you a reasonable monthly fee for computer software support we or our designee provides to you respecting the System Software, which will not exceed ten thousand dollars ($10,000) per year. We reserve the right to assign our rights, title and interest in any System Software to a third party we designate or to replace the System Software. In such event, you may be required to enter into a separate computer software license agreement specified by the third party supplier of the System Software. The POS System may also include the use of various technology platforms, applications or services, which may include online ordering, third-party delivery services, text message clubs, and other technology-based services as further described in the Operations Manual. You will pay the then-current fees associated with any technology platform we require. We also may access financial information and customer data produced by or otherwise located on your POS System (collectively the "Customer Data"). We own and control the use of the Customer Data that is stored on the POS System. We will periodically establish policies respecting the Customer Data. You will have at the Restaurant Internet access with a form of high-speed connection as we require. You will use an e-mail address we designate for communication with us, and you must maintain and check your Rapid Fired® e-mail account in accordance with the Operations Manual. You will participate in our franchisee text club in accordance with the Operations Manual. The computer hardware component of the POS System must comply with specifications we develop. We reserve the right to require the POS System to be configured as a package unit. We have the right to designate a single source from whom you must purchase the POS System, any software or hardware components thereof or associated service, and we or our affiliates may be that single source. You will be required to use and, at our discretion, pay for all future updates, supplements and modifications to the POS System. It is your responsibility to protect yourself from disruptions, Internet access failures, Internet content failures, and attacks by hackers and other unauthorized intruders and you waive any and all claims you may have against us as the direct or indirect result of such disruptions, failures and attacks.

E. Restaurant Opening. You must comply with any Restaurant opening requirements we periodically describe in the Operations Manual. You will not open the Restaurant for business without our prior written approval. You agree to complete the development and open the Restaurant for business within nine (9) months after the Effective Date.

F. Extension Fee. If you cannot develop and open the Restaurant within the time period stated in Section 6(E), you may request in writing that we approve an extension of up to six (6) months within which you must open the Restaurant. At our option, we may charge you a non-refundable extension fee of one thousand dollars ($1,000) when you request the extension regarding the Restaurant. If we grant an extension pursuant to a request, the extension will be limited to the period we permit, not to exceed six (6) months. You will not receive more than one (1) extension for the Restaurant.

G. Restaurant Opening Campaign. A minimum of seven thousand dollars ($7,000) must be spent on the Restaurant opening campaign as follows: (1) you must pay us three thousand five hundred dollars ($3,500) when you sign this Agreement for approved advertising and marketing activities to be conducted between the date you sign the lease for the Restaurant and the opening of the Restaurant; and (2) an additional three thousand five hundred dollars ($3,500) must be spent on approved advertising and marketing activities to be conducted during the first ninety (90) calendar days of Restaurant operations, and either must be paid to us or directly spent by you, as we determine. Any amounts that we collect for the Restaurant opening campaign, we will either spend on your behalf in connection with the Restaurant opening campaign, or reimburse you for approved advertising and marketing activities, at our option. In certain metropolitan areas, we may require that you spend a greater minimum amount on the Restaurant opening campaign. You will use our designated media vendor (if any) and must implement our recommended media plan (if any) in conducting the Restaurant opening campaign. On or before the last day of each month during the first year of Restaurant operations, you must provide us with an accurate accounting of Restaurant opening campaign (advertising and marketing) expenses. If you fail to spend the required amount in connection with the Restaurant opening campaign, you must deposit with us the difference between what you should have spent on the Restaurant opening campaign and what you actually spent. We will deposit such amounts in the Marketing Fund. The amounts that you spend on your Restaurant opening campaign will not be credited towards your local advertising obligations or your Marketing Fee.

H. Relocation of Restaurant. You will not relocate the Restaurant from the Authorized Location without our prior written consent. If you relocate the Restaurant under this Section, the "new" franchised location of the Restaurant to which we consent (the "new" Authorized Location), including the real estate and building, must comply with all applicable provisions of this Agreement and with our then-current specifications and standards for Rapid Fired Pizza® restaurants. We will not unreasonably withhold our consent to the proposed relocation, provided we have received at least ninety (90) days' written notice prior to the closing of the Restaurant at the existing Authorized Location, you have obtained a site acceptable to us, and you agree to open the new Authorized Location for the Restaurant within five (5) days after you close the Restaurant at the prior Authorized Location and otherwise comply with any other conditions that we may require. If you must relocate the Restaurant because the Restaurant was destroyed, condemned or otherwise became untenantable by fire, flood or other casualty, you must reopen the Restaurant at the new Authorized Location in the Protected Territory within six (6) months after you discontinue operation at the existing Authorized Location. In addition, we may require you to pay us a fee of twenty-five percent (25%) of our then-current initial franchise fee for services we will provide in connection with any relocation of the Restaurant before we will review a proposed new Authorized Location. There is no guarantee that an acceptable location will be available for relocation, and if you are unable to relocate your Restaurant within the Protected Territory and reopen your Restaurant within the time periods described in this Section 6(H), this Agreement will terminate.

I. Minimum Restaurant Capital Requirements. We reserve the right, as periodically described in the Operations Manual, to require you to directly invest (i.e., assets belonging to you or the Principal Owner(s) of a corporate entity) a minimum amount of capital in operating the Restaurant.

7. TRAINING AND OPERATING ASSISTANCE

A. Development of Restaurant. We will provide you with one set of prototype drawings and specifications for a Restaurant, reflecting our requirements for dimensions, interior design and layout, image, building materials, fixtures, equipment, furniture, signs and decor. If you request additional sets of drawings and specifications, you must pay our expenses incurred to prepare such additional drawings, including the cost of our time. We will provide you with reasonable consulting services in connection with the selection and evaluation of the proposed Restaurant site and development of the Restaurant. You acknowledge that our assistance in site location and acceptance of the premises does not represent a representation or guaranty by us that the location will be a successful location for your Restaurant.

B. Training. Before the opening of the Restaurant, we will provide to you (or if you are an entity, each Principal Owner), the Operating Manager and any general manager, an initial training program on the operation of a Restaurant, provided at a place and time we designate. The Operating Manager (either a Principal Owner or other designated individual responsible for the day-to-day operation of the Restaurant) must attend and successfully complete the entire initial training program. In addition, each Principal Owner (other than a Principal Owner who does attend the entire program as the Operating Manager) must attend those portions of the initial training program as we direct.

The initial training program will take place over a period of up to fourteen (14) days. If you are opening your second or subsequent Rapid Fired Pizza® restaurant and you, your Operating Manager and any general manager meet our then-current qualifications, we may elect to modify the scope and duration of the initial training program. The training program includes instruction and on-site training relating to Restaurant operations, understanding the equipment usage and maintenance, customer service, marketing and sales programs, accountability for sales and marketing, and methods of controlling operating costs. If, during the initial training program, we determine that the Operating Manager is not qualified to manage the Restaurant, we will notify you and you must select and enroll a substitute Operating Manager in the initial training program. If you, your Operating Manager, and any general manager satisfactorily complete the training program, and do not inform us in writing at the end of the training program that you, your Operating Manager or any general manager do not feel sufficiently trained, you will be deemed to have been trained sufficiently to operate the Restaurant.

In addition, all general and assistant managers must complete our manager certification program. The Operating Manager may conduct the manager certification program, although we reserve the right to require that any manager be certified by us and we may charge you a reasonable fee for that manager certification program.

After the Restaurant opens, we will provide training (at times we determine) to any new Operating Manager at your expense. We may require that you (or a Principal Owner) and the Operating Manager, any general manager and any assistant manager attend all supplemental and refresher training programs that we designate for up to seven (7) days each calendar year. We will charge you a reasonable fee for these supplemental and refresher training programs.

You are solely responsible for the travel, compensation, lodging and living expenses you and your employees incur in attending the initial training program, and the manager certification program, as well as any supplemental or refresher training programs. You also are solely responsible for paying your employees and providing all necessary insurance, including worker's compensation insurance, for you and your employees, while you and your employees attend training.

C. Opening Assistance. We will provide you with the services of at least one of our representatives ("Opening Team") for a number of days we will determine and at a time at which our employee is available to you, to assist you in the opening and initial operations of the Restaurant. The Opening Team will travel to the Restaurant once we have approved the opening date, and once you have completed all pre-opening requirements detailed in the Operations Manual. If the Opening Team arrives at the Restaurant and the Opening Team determines that you and the Restaurant are not prepared for their assistance, you will pay an Opening Fee of one thousand five hundred dollars ($1,500) per day that you are not prepared for the Opening Team's assistance.

D. Operating Assistance. We will advise you on operational issues and provide assistance in operating the Restaurant as we deem appropriate. Operating assistance may include advice regarding the following:

1. additional Products and services authorized for sale at Rapid Fired Pizza® restaurants;

2. selecting, purchasing and marketing Products, and other approved materials and supplies;

3. marketing assistance and sales promotion programs;

4. establishing and operating administrative, bookkeeping, accounting, inventory control, sales and general operating procedures for the proper operation of a Rapid Fired Pizza® restaurant.

We will provide such guidance, in our discretion, through our Operations Manual, bulletins or other written materials, telephone conversations and/or meetings at our office or at the Restaurant in conjunction with an inspection of the Restaurant. We will provide additional assistance for a fee.

E. Operations Manual. We will provide on loan to you, during the term of this Agreement, a hard copy of or electronic (Internet) access to an Operations Manual, which may include other handbooks, manuals and written materials (collectively, the "Operations Manual") for Rapid Fired Pizza® restaurants. The Operations Manual will contain mandatory and suggested specifications, standards and operating procedures that we develop for Rapid Fired Pizza® restaurants and information relating to your other obligations. Any required specifications, standards and operating procedures exist to protect our interests in the Business System and the Marks and to create a uniform customer experience, and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. We may add to, and otherwise modify, the Operations Manual to reflect changes in authorized Products and services, and specifications, standards and operating procedures of a Rapid Fired Pizza® restaurant. The master copy of the Operations Manual that we maintain at our principal office or on our website, and make available to you by electronic access, will control if there is a dispute involving the contents of the Operations Manual.

8. MARKS

A. Ownership and Goodwill of Marks. You acknowledge that you have no interest in or to the Marks and that your right to use the Marks is derived solely from this Agreement and is limited to the conduct of business in compliance with this Agreement and all applicable specifications, standards and operating procedures that we require during the term of the Franchise. You agree that the use of the Marks and any goodwill established exclusively benefits us and our affiliates, and that you receive no interest in any goodwill related to your use of the Marks or the Business System. You must not, at any time during the term of this Agreement or after your termination or expiration, contest or assist any other person in contesting the validity or ownership of any of the Marks.

B. Limitations on Your Use of Marks. You agree to use the Marks as the sole identification of the Restaurant, but you must identify yourself as the independent owner in the manner we direct. You must not use any Mark as part of any corporate or trade name or in any modified form, nor may you use any Mark in selling any unauthorized product or service or in any other manner we do not expressly authorize in writing. You agree to display the Marks prominently and in the manner we direct on all signs and forms. Subject to our rights described in this Agreement, you agree to obtain fictitious or assumed name registrations as may be required under applicable law.

C. Restrictions on Internet and Website Use. We retain the sole right to advertise the Business System on the Internet and to create, operate, maintain and modify, or discontinue the use of, a website using the Marks. You have the right to access our website. Except as we may authorize in writing, however, you will not: (1) link or frame our website; (2) conduct any business or offer to sell or advertise any Products or similar products or services on the Internet (or any other existing or future form of electronic communication) including e-mail marketing or other digital marketing; (3) create or register any Internet domain name in any connection with your franchise; (4) use any e-mail address which we have not authorized for use in operating the Restaurant; and (5) conduct any activity on "social media" or related social networking websites other than as we have expressly authorized in writing. You will not register, as Internet domain names or social media accounts, any of the Marks that we now or hereafter may own or any abbreviation, acronym or variation of the Marks, or any other name that could be deemed confusingly similar.

D. Notification of Infringements and Claims. You must notify us immediately in writing of any apparent infringement of or challenge to your use of any Mark, or any claim by any person of any rights in any Mark or any similar trade name, trademark or service mark of which you become aware. You must not communicate with any person other than us and our counsel regarding any infringement, challenge or claim. We may take any action we deem appropriate and have the right to exclusively control any litigation or other proceeding arising out of any infringement, challenge or claim relating to any Mark. You will sign all documents, provide assistance and take all action as we may reasonably request to protect and maintain our interests in any litigation or other proceeding or to otherwise protect and maintain our interests in the Marks.

E. Litigation. You will have no obligation to and will not, without our prior written consent, defend or enforce any of the Marks in any court or other proceedings for or against imitation, infringement, any claim of prior use, or for any other allegation. You will, however, immediately notify us of any claims or complaints made against you respecting the Marks and will, at your expense, cooperate in all respects with us in any court or other proceedings involving the Marks. We will pay the cost and expense of all litigation we incur, including attorneys' fees, specifically relating to the Marks. We and our legal counsel will have the right to control and conduct any litigation relating to the Marks.

F. Changes. You cannot make any changes or substitutions to the Marks unless we so direct in writing. We reserve the right to modify or discontinue use of any Mark, or to use one or more additional or substitute trademarks or service marks. In such event, you will, at your expense, comply with such modification or substitution within a reasonable time after notice by us.

9. RESTAURANT IMAGE AND OPERATING STANDARDS

A. Condition and Appearance of Restaurant/Remodeling of Restaurant. You agree to maintain the condition and appearance of the Restaurant (including adjacent parking areas and grounds), and refurbish and modify its layout, decor and general theme, as we may require to maintain the condition, appearance, efficient operation, ambience and overall image of Rapid Fired Pizza® restaurants, as we may modify. You will replace worn out or obsolete fixtures, equipment, furniture, or signs, repair the interior and exterior of the Restaurant, adjacent parking areas and grounds, and periodically clean and redecorate the Restaurant. If at any time in our reasonable judgment, the general state of repair, appearance or cleanliness of the Restaurant premises (including parking areas and grounds) or its fixtures, equipment, furniture or signs do not meet our then-current standards, we will so notify you, specifying the action you must take to correct the deficiency. If you fail, within ten (10) days after receipt of notice, to commence action and continue in good faith and with due diligence, to undertake and complete any required maintenance or refurbishing, we may (in addition to our rights under Section 15 below) enter the Restaurant premises and correct the deficiencies on your behalf, and at your expense.

You will, at your expense, make such reasonable capital expenditures necessary to remodel, modernize and redecorate the Restaurant premises and to replace and modernize the supplies, fixtures, signs, and equipment used in your franchised business so that your business reflects the then-current physical appearance of new Rapid Fired Pizza® restaurants. We may require you to take such action: (1) five (5) years after the date of this Agreement; (2) as a condition to the transfer of any interest as further described in Section 14(C); (3) as a condition of renewal; and (4) otherwise during the term of the Agreement as further described in the Operations Manual. You acknowledge and agree that the requirements of this Section 9(A) are both reasonable and necessary to insure continued public acceptance and patronage of Rapid Fired Pizza® restaurants and to avoid deterioration or obsolescence in connection with the operation of the Restaurant.

If the Restaurant is damaged or destroyed by fire or any other casualty, you will, within thirty (30) days, initiate repairs or reconstruction, and thereafter in good faith and with due diligence continue (until completion) repairs or reconstruction, to restore the Restaurant premises to its original condition before the casualty. If, in our reasonable judgment, the damage or destruction is of a nature or to an extent that you can repair or reconstruct the premises of the Restaurant consistent with the then-current decor and specifications of a new Rapid Fired Pizza® restaurant without incurring substantial additional costs, we may require, by giving written notice, that you repair or reconstruct the Restaurant premises in compliance with the then-current decor and specifications.

B. Restaurant Alterations. You cannot alter the premises or appearance of the Restaurant, or make any unapproved replacements of or alterations to the fixtures, equipment, furniture or signs of the Restaurant without our prior written approval. We may, in our discretion and at your sole expense, correct any alterations to the Restaurant that we have not previously approved.

C. Restriction on Use of Premises. You agree that you will not, without our prior written approval, offer at the Restaurant any products or services we have not then authorized for use or sale for Rapid Fired Pizza® restaurants, nor will the Restaurant or the premises which it occupies be used for any purpose other than the operation of a Rapid Fired Pizza® restaurant in compliance with this Agreement.

D. Your Hiring and Training of Employees. You will hire all employees of the Restaurant, and be exclusively responsible for the terms of their employment, compensation, scheduling, benefits, disciplining and all other personnel decisions respecting Restaurant employees without any influence or advice from us. You will implement a training program for Restaurant employees in compliance with our requirements. You will maintain at all times a staff of trained employees sufficient to operate the Restaurant in compliance with our standards. At all times, the Restaurant must be under the direct, on-site supervision of the Operating Manager or a certified manager.

E. Authorized Ingredients, Supplies, and Equipment. You agree to use in the operation of the Business only such Products, ingredients, recipes formulas, supplies, and equipment that we have approved as being suitable for use and meeting the standards of quality and uniformity for the System and are purchased from suppliers we have approved (which may include us and/or our affiliates). We periodically may modify the lists of approved brands and suppliers. If you propose to offer for sale or use in operating the Restaurant any products, ingredients, supplies, and equipment which we have not approved, you must first notify us in writing and provide sufficient information, specifications, and samples concerning the brand and/or supplier to permit us to determine whether the brand complies with our specifications and standards and/or the supplier meets our approved supplier criteria. We reserve the right to require you to pay the expenses of our evaluation and will notify you prior to commencing our evaluation if we elect to do so. We will notify you within a reasonable time whether the proposed brand and/or supplier is approved. We may develop procedures for the submission of request for approved brands or suppliers and obligations that approved suppliers must assume (which may be incorporated in a written agreement to be signed by the approved supplier). We may impose limits on the number of suppliers and/or brands for any Products, ingredients, supplies or equipment sold or used in the Restaurant or otherwise related to the Franchise, and we may require that you use only one supplier for any Products, ingredients, supplies or equipment. You agree that certain Products, materials, and other items and supplies may only be available from one source, and we or our affiliates may be that source. WE AND OUR AFFILIATES MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, RESPECTING PRODUCTS, EQUIPMENT (INCLUDING ANY REQUIRED POINT-OF-SALE SYSTEMS), SUPPLIES, FIXTURES, FURNISHINGS OR OTHER ITEMS THAT ARE MANUFACTURED OR DISTRIBUTED BY THIRD PARTIES AND THAT WE APPROVE FOR USE IN THE SYSTEM.

F. Health and Sanitation. You must comply with all applicable governmental health and sanitary standards in operating and maintaining your Restaurant. You also must comply with any higher standards that we prescribe. In addition to complying with such standards, if the Restaurant will be subject to any governmental sanitary or health inspection under which it may be rated in one or more than one classification, the Restaurant will be maintained and operated so as to be rated in the highest available health and sanitary classification respecting each such inspection. If you fail to be rated in the highest classification or receive any notice that you are not in compliance with all applicable health and sanitary standards, you will immediately notify us of such failure or noncompliance.

G. Period of Operation. We will approve the hours of operation for the Restaurant and you may not modify those hours of operation without our prior written consent.

H. Standards of Service. You must at all times give prompt, courteous and efficient service to your customers. You must, in all dealings with your customers and suppliers and the public, adhere to the highest standards of honesty, integrity and fair dealing. You must respond to all customer, supplier, and others' comments, questions, complaints, or other correspondence (via any medium including oral, handwritten, electronic, other electronic correspondence, or on social media websites) in accordance with the Operations Manual.

I. Specifications, Standards and Procedures. You acknowledge that each and every detail of the appearance and operation of the Restaurant is important to us and other Rapid Fired Pizza® restaurants. You agree to maintain the highest standards of quality and service in the Restaurant and agree to comply with all mandatory specifications, standards and operating procedures (whether contained in the Operations Manual or any other written or oral communication to you) relating to the appearance or operation of a Rapid Fired Pizza® restaurant, including:

1. type and quality of Products;

2. methods and procedures relating to marketing, customer service and order processing;

3. the safety, maintenance, cleanliness, function and appearance of the Restaurant premises and its fixtures, equipment, furniture, décor and signs;

4. qualifications, dress, general appearance and demeanor of Restaurant employees. Each of your employees will wear only those uniforms which we have approved in writing;

5. the style, make and/or type of equipment (including computer equipment) used in operating the Restaurant;

6. use and illumination of exterior and interior signs, posters, displays, standard formats and similar items; and

7. Restaurant advertising and promotion.

J. Compliance with Laws and Good Business Practices. You must secure and maintain in force all required licenses, permits and certificates relating to the operation of the Restaurant, including a liquor license, and must operate the Restaurant in full compliance with all applicable laws, ordinances and regulations, including all liquor laws such as dram shop laws, and labor and employment laws. You must comply with all laws and regulations relating to privacy and data protection and must comply with any privacy policies or data protection and breach response policies we periodically may establish. You must notify us in writing within five (5) days of the commencement of any action, suit, proceeding or investigation, and of the issuance of any order, injunction, award of decree, by any court, agency, or other governmental instrumentality that may adversely affect the operation or financial condition of you or the Restaurant. You must notify us immediately of any suspected data breach at or in connection with the Restaurant. You will not conduct any business or advertising practice which injures our business, the Business System or the goodwill associated with the Marks and other Rapid Fired Pizza® restaurants.

K. Management of the Restaurant/Conflicting Interests. The Restaurant must at all times be under the Operating Manager's direct supervision. If the Operating Manager is not you or a Principal Owner, you (or a Principal Owner) must remain active in overseeing Restaurant operations.

You must at all times faithfully, honestly and diligently perform your obligations and continuously use your best efforts to promote and enhance the business of the Restaurant. The Restaurant Manager must assume responsibilities on a full-time basis and must not engage in any other business or other activity, directly or indirectly, that requires any significant management responsibility, time commitments, or otherwise may conflict with your obligations.

If at any time the Operating Manager is not managing the Restaurant, we immediately may appoint a manager to maintain Restaurant operations on your behalf. Our appointment of a manager of the Restaurant does not relieve you of your obligations or constitute a waiver of our right to terminate the Franchise under Section 15 below. We are not liable for any debts, losses, costs or expenses you incur in operating the Restaurant or to any creditor of yours for any Products, materials, supplies or services purchased by the Restaurant while it is managed by our appointed manager. We may charge a reasonable fee for management services and cease to provide management services at any time.

L. Insurance. You agree to purchase and maintain in force, at your expense, comprehensive general liability insurance, including products liability, property damage, and personal injury coverage with a combined single limit of at least two million dollars ($2,000,000) for each occurrence and at least four million dollars ($4,000,000) in the aggregate. In addition, you agree to purchase and maintain in force, at your expense; automobile liability insurance; worker's compensation, employer's liability, Dram Shop insurance with minimum limits of at least one million dollars ($1,000,000) in coverage and at least two million dollars ($2,000,000) in the aggregate if you offer beer, wine, or liquor at your Restaurant, and other insurance as we require or otherwise to meet statutory requirements; and such other types of insurance as we may periodically require.

All insurance policies will: (1) be issued by an insurance carrier(s) acceptable to us and that have an A.M. Best rating of A or higher; (2) will name us and our affiliates and their respective officers, directors, and employees as an additional insured; (3) contain a waiver of the insurance company's right of subrogation against us; (4) contain the above-mentioned insurance coverage for each Rapid Fired Pizza® restaurant that you operate; and (5) provide that we will receive thirty (30) days' prior written notice of a material change in or termination, expiration or cancellation of any policy (or such shorter period as required by the insurance carrier and approved by us). We periodically may, with prior written notice to you, increase the minimum liability protection requirements, and require different or additional kinds of insurance to reflect inflation or changes in standards of liability. If at any time you fail to maintain in effect any insurance coverage we require, or to furnish satisfactory evidence thereof, we, at our option, may obtain insurance coverage for you. You agree to promptly sign any applications or other forms or instruments required to obtain any insurance and pay to us, on demand, any costs and premiums we incur, together with an administrative fee equal to five percent (5%) of the insurance premium. You will provide us with copies of the certificate of insurance, insurance policy endorsements and other evidence of compliance with these requirements as we periodically require at least 2 weeks before you take possession and commence development of the Restaurant premises and at such other times as we may require. In addition, you will provide to us a copy of the evidence of the renewal or extension of each insurance policy in a form we require. Your obligation to obtain and maintain these insurance policies in the amounts specified will not be limited in any way by reason of any insurance that we may maintain, nor does your procurement of required insurance relieve you of liability under the indemnity obligations described in Section 18(B). Your insurance procurement obligations under this Section are separate and independent of your indemnity obligations. We do not represent or warrant that any insurance that you are required to purchase will provide you adequate coverage. The requirements of insurance specified in this Agreement are for our protection. You should consult with your own insurance agents, brokers, attorneys and other insurance advisors to determine the level of insurance protection you need and desire, in addition to the coverage and limits required by us.

M. Participation in Internet Website. You will participate in a Rapid Fired Pizza® website listed on the Internet or other online communications and participate in any intranet system we control. We will, at our discretion, determine the content and use of a Rapid Fired Pizza® website and intranet system and will establish rules under which you may or will participate. We will retain all rights relating to the Rapid Fired Pizza® website and intranet system and may alter or terminate the website or intranet system upon thirty (30) days' notice to you. Your general conduct on the Internet and the Rapid Fired Pizza® intranet system, and specifically your use of the Marks or any advertising on the Internet (including the domain name and any other Marks we may develop as a result of participation in the Internet), will be subject to the provisions of this Agreement. You acknowledge that certain information obtained through your online participation in the website or intranet system is considered Confidential Information (as defined in Section 12 below), including access codes and identification codes. Your right to participate in the Rapid Fired Pizza® website or intranet system or otherwise use the Marks or the Business System on the Internet will terminate when this Agreement expires or terminates.

10. RECORDS AND REPORTS

A. Accounting and Records. During the term of this Agreement, you will, at your expense, maintain at the Restaurant premises and retain for a minimum of five (5) years from the date of their preparation, complete and accurate books, records and accounts (using such methods and systems of bookkeeping and accounting as we may require) relating to the Restaurant (the "Records"), in the form and manner we direct in the Operations Manual or otherwise in writing. The Records will include the following: (1) daily cash reports; (2) cash receipts journal and general ledger; (3) cash disbursements journal and weekly payroll register; (4) employee meal records; (5) monthly bank statements and daily deposit slips and canceled checks; (6) all tax returns relating to the Restaurant and of each of the Principal Owners; (7) suppliers' invoices (paid and unpaid); (8) dated cash registered tapes (detailed and summary); (9) monthly balance sheets and profit and loss statements; (10) weekly inventories; (11) records of promotion and coupon redemption; and (12) such other records and information as we periodically may request. You will be permitted to preserve the Records and submit reports electronically, consistent with our requirements.

B. Reports and Tax Returns. You will deliver or allow us access to the following: (1) daily statements relating to Net Sales accompanying your payment of weekly Royalty Fees; (2) monthly income statements in a format we require; (3) at our request, a quarterly profit and loss statement for the Restaurant for the immediately preceding calendar quarter and a year-to-date profit and loss statement; (4) at our request, an annual profit and loss statement and source and use of funds statement for the Restaurant for the year and a balance sheet for the Restaurant as of the end of the year, reviewed by an independent certified public accountant; and (5) at our request, all tax returns relating to the Restaurant and of each of the Principal Owners. You also will provide to us copies of all Records and other information and supporting documents as we designate. All financial statements, reports and information must be on forms we approve and signed and verified by you.

11. INSPECTION AND AUDITS

A. Our Right to Inspect the Restaurant. To determine whether you are complying with this Agreement, we may, at any time during business hours and without prior notice to you, inspect the Restaurant and test, sample, inspect, and evaluate your supplies, ingredients, and Products as well as the storage, preparation, and formulation of those items. You will fully cooperate with our representatives making any inspection, and you will permit our representatives to take photographs or video of the Restaurant and to interview employees and customers of the Restaurant. We may require you to pay for the expense of mystery shopper visits at your Restaurant.

B. Our Right to Examine Books and Records. We may, at all reasonable times and without prior notice to you, examine, audit, or request copies of the Records, including the books, records and state and/or federal income tax records and returns of any Principal Owner. You must maintain all Records and supporting documents at all times at the Restaurant premises. You will make financial and other information available at a location we reasonably request, and you will allow us (and our agents) full and free access to any such information at the Restaurant. You otherwise will fully cooperate with our representative and independent accountants hired to conduct any examination or audit.

C. Result of Audit; Unreported Net Sales. If any examination or audit discloses an understatement of Net Sales, you will pay to us, within fifteen (15) days after receipt of the examination or audit report, Royalty Fees, Marketing Fees, or any other fees, amounts, or obligations due and owing to us, plus interest (at the rate provided in Section 4(D) above) from the date originally due until the date of payment. You must reimburse us for the cost of the audit or examination, including the charges of any independent accountants and the travel expenses, room and board and compensation of our employees, if: (1) an examination or audit is necessary because you failed to timely provide required information; (2) any examination or audit results in a determination that Net Sales for any month are understated by greater than two percent (2%); or (3) you fail to spend the minimum amount required for local restaurant promotion under Section 5(B) above. The foregoing remedies are in addition to all of our other remedies and rights under applicable law.

12. CONFIDENTIAL INFORMATION/IMPROVEMENTS

A. Confidential Information. You acknowledge and agree that you do not acquire any interest in the Confidential Information, other than the right to use it in developing and operating the Restaurant pursuant to this Agreement, and that the use or duplication of the Confidential Information in any other business constitutes an unfair method of competition. You acknowledge and agree that the Confidential Information is proprietary and is disclosed to you solely on the condition that you agree that you: (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information during and after the term of this Agreement; (3) will not make unauthorized copies of any Confidential Information disclosed in written form; (4) will adopt and implement all reasonable procedures we direct to prevent unauthorized use or disclosure of the Confidential Information, including restrictions on disclosure to Restaurant employees; and (5) will sign a Confidentiality Agreement and will require the Operating Manager and other managers, employees and agents with access to Confidential Information to sign such an agreement in a form we approve, which will be substantially similar to the form attached as Exhibit D to this Agreement.

The restrictions on your disclosure and use of the Confidential Information will not apply to disclosure of Confidential Information in judicial or administrative proceedings to the extent you are legally compelled to disclose this information, if you use your best efforts to maintain the confidential treatment of the Confidential Information, and provide us the opportunity to obtain an appropriate protective order or other assurance satisfactory to us of confidential treatment for the information required to be so disclosed.

B. Improvements. You must fully and promptly disclose to us all ideas, concepts, products, recipes, process methods, techniques, improvements, additions and Customer Data relating to the development and/or operation of a Rapid Fired Pizza® restaurant or the Business System, or any new trade names, service marks or other commercial symbols, or associated logos relating to the operation of the Restaurant, or any advertising or promotion ideas related to the Restaurant (collectively, the "Improvements") that you, the Principal Owners or your employees or agents conceive or develop during the term of this Agreement. You and your Principal Owners, agents and employees acknowledge and agree that any Improvement is our property, and you and your Principal Owners, agents or employees must sign all documents necessary to evidence the assignment of the Improvement to us without any additional compensation. You acknowledge and agree that we may use the Improvement and disclose and/or license the Improvement for use by others. You must not introduce any Improvement or any additions or modifications of or to the Business System into the Restaurant without our prior written consent.

C. Trade Secrets. You understand and agree that you will come into possession of certain of our trade secrets concerning the manner in which we conduct business including, but not necessarily limited to: recipes and formulas; methods of doing business or business processes; strategic business plans; customer lists and information; marketing and promotional campaigns; and any materials clearly marked or labeled as trade secrets. You agree that the forgoing information, which may or may not be considered "trade secrets" under prevailing judicial interpretations or statutes, is private, valuable, and constitutes trade secrets belonging to us. You agree that we derive independent economic value from the foregoing information not being generally known to, and not being readily ascertainable through proper means by another person. You agree to take reasonable measures, as may de described further in the Operations Manual, to keep such information secret. Upon termination of this Agreement, you will not use, sell, teach, train, or disseminate in any manner to any other person, firm, corporation, or association any trade secret pertaining to our business and/or the manner in which it is conducted.

13. COVENANTS

A. Organization. If you are a corporation, limited liability company, partnership or other entity, then you covenant that:

1. You are organized and validly exist under the laws of the state where you were formed;

2. You are qualified and authorized to do business in the jurisdiction where the Protected Territory and Restaurant is located;

3. Your articles of incorporation, bylaws, operating agreement, member control agreement or other organizational documents ("Authorizing Documents") at all times will provide that your business activities will be limited exclusively to the ownership and operation of the Restaurant, unless you otherwise obtain our written consent;

4. You have the power under the Authorizing Documents to sign this Agreement and comply with the provisions of this Agreement;

5. You must provide us copies of all Authorizing Documents and any other documents, agreements or resolutions we request in writing;

6. The names of the Principal Owners are accurately stated on the Guaranty attached hereto as Exhibit C; and

7. At all times, you will maintain a current schedule of the Principal Owners and their ownership interests (including the Principal Owners' names, address and telephone numbers) and will immediately provide us with an updated ownership schedule if there is any change in ownership.

B. Covenant Not to Compete During Term. You (and each Principal Owner and the Operating Manager) will not, during the term of this Agreement, directly or as an employee, agent, consultant, partner, officer, director or shareholder of any other person, firm, entity, partnership or corporation: (i) divert or attempt to divert any business or customers of the Restaurant to any competitor or perform any act that would damage the goodwill associated with the Marks or the Business System; or (ii) own, operate, lease, franchise, conduct, engage in, be connected with, having any interest in, or assist any person or entity engaged in any business (including any e-commerce or Internet-based business) that distributes, sells or otherwise deals in, at wholesale or retail, pizza, calzones, other products made with pizza dough or similar dough, and related food and beverage products, or any other related business that is competitive with or similar to a Rapid Fired Pizza® restaurant, except: (1) with our prior written consent; (2) the ownership of securities listed on a stock exchange or traded on the over-the-counter market that represent one percent (1%) or less of that class of securities; or (3) under a separate agreement between you and us.

C. Post-Term Covenant Not to Compete. You (and each Principal Owner and Operating Manager) will not, for a period of two (2) years after this Agreement expires or is terminated or the date on which you cease to operate the Restaurant, whichever is later, directly or as an employee, agent, consultant, partner, officer, director or shareholder of any other person, firm, entity, partnership or corporation: (1) divert or attempt to divert any business or customers of the Restaurant to any competitor or perform any act that would damage the goodwill associated with the Marks or the Business System; or (2) own, operate, lease, franchise, conduct, engage in, be connected with, having any interest in, or assist any person or entity engaged in any business that operates, or distributes or sells to, at wholesale or retail, fast/casual restaurants, stores or any other location offering pizza, calzones, other products made with pizza dough or similar dough, or any other related business that is competitive with or similar to a Rapid Fired Pizza® restaurant or any wholesale or retail business we then may operate relating to the sale of any Products that is located at the Restaurant or within a five (5) mile radius of the former site of the Restaurant or any other then existing Rapid Fired Pizza® restaurant; provided, however, that this Section 13(C) will not apply to: (i) other Rapid Fired Pizza® restaurants that you operate under separate Rapid Fired Pizza® franchise agreements; or (ii) the ownership of securities listed on a stock exchange or traded on the over-the-counter market that represent one percent (1%) or less of that class of securities. For purposes of this Section, any form of e-commerce business or website that offers pizza or other Products offered at a Rapid Fired Pizza® restaurant will be in violation of this provision if such e-commerce business or website offers, sells or otherwise makes its products or services available to individuals residing within or businesses located within a five (5) mile radius of the former site of the Restaurant or any other then-existing Rapid Fired Pizza® Restaurant. You agree that the length of time in this Section 13(C) will be tolled for any period during which you are in breach of the covenants or any other period during which we seek to enforce this Agreement.

D. Injunctive Relief. You agree that damages alone cannot adequately compensate us if there is a violation of any covenant in this Section in that injunctive relief is essential for our protection. You therefore agree that we may seek injunctive relief without posting any bond or security, in addition to the remedies that may be available to us at equity or law, if you or anyone acting on your behalf violates any covenant in this Section. The covenants stated in this Section will survive the termination or expiration of this Agreement.

14. ASSIGNMENT

A. By Us. This Agreement is fully assignable by us and benefits our successors and assigns. Any such assignment will require the assignee to fulfill our obligations under this Agreement. You acknowledge and agree that, following the effective date of any such assignment, you will look solely to the transferee or assignee, and not to us, for the performance of all obligations under this Agreement.

B. Your Assignment to Corporation or Limited Liability Company. You (as an individual) may assign this Agreement to a corporation or a limited liability company that conducts no business other than the Restaurant (or other Rapid Fired Pizza® restaurants under franchise agreements with us), provided: (1) you or the Operating Manager actively manage the Restaurant; (2) you own at least fifty-one percent (51%) of the ownership interest in the corporation or limited liability company; (3) you and all Principal Owners of the assignee entity sign the Personal Guaranty attached hereto as Exhibit C; (4) you provide us fifteen (15) days' written notice before the proposed date of assignment of this Agreement to the corporation or limited liability company; (5) you provide to us a certified copy of the articles of incorporation, operation agreement, organizational documents, and a list of all shareholders or members having beneficial ownership, reflecting their respective interest in the assignee entity; and (6) the organizational documents and all issued and outstanding stock or membership certificates will bear a legend, in form acceptable to us, reflecting or referring to the assignment restrictions stated in Section 14(C) below. You will not pay a transfer fee for an assignment under this Section 14(B).

C. Your Assignment or Sale of Substantially all of Your Assets. You understand that we have granted the Franchise under this Agreement in reliance upon your individual or collective character, aptitude, attitude, business ability and financial capacity. You (and your Principal Owners) will not transfer (whether voluntary or involuntary), assign or otherwise dispose of, in one or more transactions, your business, the Restaurant, substantially all or all of the assets of the Restaurant, this Agreement or any controlling interest in you ("controlling interest" to include a proposed transfer of fifty percent (50%) or more of the common (voting) stock of a corporate you or of the ownership interest in a limited liability company or partnership) unless you obtain our prior written consent (except as provided in Section 14(B) above). We will not unreasonably withhold our consent to an assignment of this Agreement, provided you comply with any or all of the following conditions which we may, in our discretion, deem necessary:

1. All of your accrued monetary obligations to us and our affiliates have been satisfied, and you otherwise are in good standing under this Agreement and any other agreement between you and us;

2. The transferee (or the managing Principal Owners, if applicable) is approved by us and demonstrates to our satisfaction that he/she meets our managerial, financial and business standards for new Rapid Fired Pizza® restaurants, possesses a good business reputation and credit rating, and has the aptitude and ability to conduct the franchised business. You understand that we may communicate directly with the transferee during the transfer process to respond to inquiries, as well as to insure that the transferee meets our qualifications;

3. The transferee enters into a written agreement, in form satisfactory to us, assuming and agreeing to discharge all of your obligations and covenants under this Agreement for the remainder of your term or, at our option, signs our then-current standard form of franchise agreement (which will provide for the same Royalty Fees and Marketing Fees required for a term

equal to the remaining term of this Agreement, although such agreement may provide other rights and obligations from those provided in this Agreement);

4. The transferee and the new Operating Manager successfully complete the training program we require;

5. If required, the lessor of the Restaurant premises consents to your assignment or sublease of the premises to the transferee;

6. If the transferee is an existing Rapid Fired Pizza® franchisee, you pay us a transfer fee equal to two thousand five hundred dollars ($2,500);

7. If the transferee is a new Rapid Fired Pizza® franchisee, you pay us a transfer fee equal to five thousand dollars ($5,000);

8. You (and each Principal Owner, if applicable) sign a general release, in a form and substance satisfactory to us, of any and all claims against us and our affiliates, officers, directors, employees and agents, except to the extent limited or prohibited by applicable law;

9. We approve the material provisions of the assignment or sale of assets which assignment or sale cannot permit you to retain a security interest in this Agreement or any other intangible asset; and

10. You (and each Principal Owners, if applicable) sign an agreement, in form satisfactory to us, in which you and each Principal Owner covenant to observe the post-termination covenant not to compete and all other applicable post-termination obligations.

We may expand upon, and provide more details related to, the conditions for transfer and our consent as described in this Section 14(C), and may do so in the Operations Manual or otherwise in writing.

D. Death or Disability. If you (or the managing Principal Owner) die or are permanently disabled, your executor, administrator or other personal representative, or the remaining Principal Owners, must appoint (if necessary) a competent Operating Manager acceptable to us within a reasonable time, not to exceed thirty (30) days, from the date of death or permanent disability. The appointed Operating Manager must satisfactorily complete our designated training program. If you have been the designated Operating Manager and an approved Operating Manager is not appointed within thirty (30) days after your death or permanent disability, we may, but are not required to, immediately appoint an Operating Manager to maintain Restaurant operations on your behalf until an approved assignee can assume the management and operation of the Restaurant. Our appointment of an Operating Manager does not relieve you of your obligations, and we will not be liable for any debts, losses, costs or expenses you incur in operating the Restaurant or to any creditor of yours for any Products, materials, supplies or services purchased by the Restaurant while it is managed by our appointed manager. We may charge a reasonable fee for management services and may cease to provide management services at any time.

If you (or the managing Principal Owner) die or are permanently disabled, your executor, administrator, or other personal representative must transfer your interest within a reasonable time, not to exceed twelve (12) months from the date of death or permanent disability, to a person we approve. Such transfers, including transfers by devise or inheritance will be subject to conditions contained in Section 14(C) above.

E. Public or Private Offerings. Subject to Section 14(C) above, if you (or any of your Principal Owners) desire to raise or secure funds by the sale of securities (including common or preferred stock, bonds, debentures or general or limited partnership interests) in you or any affiliate of you, you agree to submit any written information to us before your inclusion in any registration statement, prospectus or similar offering circular or memorandum and you must obtain our written consent to the method of financing before any offering or sale of securities. Our written consent will not imply or represent our approval respecting the method of financing, the offering literature submitted to us or any other aspect of the offering. You must pay us five thousand dollar ($5,000) deposit when you submit the securities disclosure document to pay for any expense we incur in reviewing the securities disclosure document. We will reimburse you if our expenses are less than five thousand dollars ($5,000), and you must pay us for any expense we incur in excess of five thousand dollars ($5,000), to review the securities disclosure document. No information respecting us or any of our affiliates will be included in any securities disclosure document, unless we furnish the information in writing in response to your written request, which request will state the specific purpose for which the information is to be used. Should we, in our discretion, object to any reference to us or any of our affiliates in the offering literature or prospectus, the literature or prospectus will not be used unless and until our objections are withdrawn. We assume no responsibility for the offering.

The prospectus or other literature used in any offering must contain the following language in boldface type on the first textual page:

> "NEITHER RAPID FIRED PIZZA FRANCHISING, LLC NOR ANY OF ITS AFFILIATES: (A) IS DIRECTLY OR INDIRECTLY THE ISSUER OF THE SECURITIES OFFERED, (B) ASSUMES ANY RESPONSIBILITY RESPECTING THIS OFFERING AND/OR THE ADEQUACY OR ACCURACY OF THE INFORMATION CONTAINED HEREIN, OR (C) ENDORSES OR MAKES ANY RECOMMENDATION RESPECTING THE INVESTMENT CONTEMPLATED BY THIS OFFERING."

F. Our Right of First Refusal. If you or your Principal Owners at any time desire to sell or assign for consideration the Franchise, the Restaurant, an ownership interest representing (in the aggregate) fifty percent (50%) or more of the ownership in you or all or substantially all of your assets, you or your Principal Owners must obtain a bona fide, executed written offer from a responsible and fully disclosed purchaser and must deliver a copy of the offer to us. We have the right, exercisable by written notice delivered to you or your Principal Owners within thirty (30) days following receipt of the proposed offer, to purchase the interest in the Restaurant or ownership interest in you for the price and on terms contained in the offer. We may substitute cash for any non-cash form of payment proposed in the offer and will have a minimum of sixty (60) days to prepare for closing. If we do not exercise our right of first refusal, you or your Principal Owners may complete the sale to the proposed purchaser under the terms of the offer, provided you and the Principal Owners otherwise comply with this Section 14. If the sale to the proposed purchaser is not completed within one hundred twenty (120) days after delivery of the offer to us, or if there is a material change in the terms of the sale, we again will have the right of first refusal.

G. Guaranty. All of your Principal Owners (if you are a corporation, partnership or other entity) will sign the Guaranty and Assumption Agreement in the form attached to this Agreement as Exhibit C (the "Guaranty Agreement"). We may also require the spouse of any Principal Owner to sign the Guaranty Agreement. Any person or entity that at any time after the date of this Agreement becomes a Principal Owner of yours under the provisions of this Section 14 or otherwise will, as a condition of becoming a Principal Owner, sign the Guaranty Agreement.

15. OUR TERMINATION RIGHTS

A. Termination of Franchise Agreement - Grounds. You will be in default, and we may, at our option, terminate this Agreement, as provided herein, if: (1) you (or the managing Principal Owner) fail to satisfactorily complete the initial training program or fail to open and commence full operations of the Restaurant at such time as provided in this Agreement; (2) you violate any material provision or obligation of this Agreement; (3) you or any of your managers, directors, officers or any Principal Owner makes a material misrepresentation or omission in the application for the Franchise; (4) you or any of your managers (including the Operating Manager), directors, officers or any Principal Owner is convicted of, or pleads guilty to or no contest to a felony, a crime involving moral turpitude, or any other crime or offense that we believe will injure the Business System, the Marks or the goodwill associated therewith, or if we have proof that you have committed such a felony, crime or offense; (5) you fail to conform to the material requirements of the Business System or the material standards of uniformity and quality for the Products and services as described in the Operations Manual or as we have established under the Business System; (6) you fail to timely pay Royalty Fees, Marketing Fees, or any other fees, amounts, or obligations due and owing to us or our affiliates, other Rapid Fired Pizza® restaurants, or suppliers we approve as a source for required items, fail to timely pay any advertising cooperative obligations, or fail to pay the landlord for the Authorized Location; (7) you are insolvent within the meaning of any applicable state or federal law; (8) you make an assignment for the benefit of creditors or enter into any similar arrangement for the disposition of your assets for the benefit of creditors; (9) you voluntarily or otherwise "abandon" (as defined below) the Restaurant; (10) you are involved in any act or conduct which materially impairs or otherwise is prejudicial to the goodwill associated with the name "Rapid Fired Pizza®" or any of the Marks or the Business System; (11) you or a Principal Owner makes an unauthorized assignment or transfer of this Agreement, the Restaurant or an ownership interest in you; (12) the operation, maintenance or construction of the Restaurant results in a threat or danger to the public health or safety; (13) you violate any federal, state or local government health code in connection with the operation of the Restaurant; (14) your lease for the Restaurant premises expires or is terminated for any reason (unless, through no fault of you, the lessor of the premises in which the Restaurant is located refuses to renew your lease and you relocate within the Protected Territory to a site we approve within ninety (90) days thereafter); (15) you willfully and materially falsify any report, statement, or other written data furnished to us either during the franchise application process or after you are awarded a franchise; or (16) if applicable, your liquor license for the Restaurant is revoked or suspended. Any report submitted under Section 10(B) will be conclusively deemed to be materially false if it understates Net Sales by more than five percent (5%). The term "abandon" means your failure to operate the Restaurant during regular business hours for a period of three (3) consecutive days or ten (10) or more days in a twelve-month period without our prior written consent unless such failure is due to an event of "*force majeure*" as further described in Section 20(J) below.

B. Procedure. Except as described below, you will have thirty (30) days, or such longer period as applicable law may require, after your receipt from us of a written Notice of Termination within which to remedy any default hereunder, and to provide evidence thereof to us. If you fail to correct the alleged default within that time, this Agreement will terminate without further notice to you effective immediately when the thirty (30) day period, or such longer period as applicable law may require, expires. You will have ten (10) days after your receipt from us of a written Notice of Termination, or such longer period as applicable law may require, to remedy any default under item (6) in Section 15(A) above and to provide evidence thereof to us. If you fail to correct the alleged default within that time, this Agreement will terminate without further notice to you, effective immediately when the ten (10) day period expires, or such longer period as applicable law may require. You will have seventy-two (72) hours, or such longer period as applicable law may require, after you receive from us a written Notice of Termination to remedy any default under item (13) in Section 15(A) above and to provide evidence thereof to us. If you fail to correct the alleged default within that time, this Agreement will terminate without further notice to you, effective immediately when the seventy-two (72) hour period expires, or such longer period as applicable law may require. We may terminate this Agreement immediately upon delivery of written notice to you, with no opportunity to cure, if the termination results from any of the following: (1) you fail to comply with one or more material requirements of this Agreement on three (3) separate occasions within any twelve (12) month period; (2) the nature of your breach makes it not curable; (3) you willfully and repeatedly deceive customers relative to the source, nature or quality of goods sold; or (4) any default under items (3), (4), (7), (8), (9), (10), (11), (12), (14), (15) or (16) in Section 15(A) above.

C. Management of Restaurant While You are in Default. In addition to our termination rights described in Sections 15.1 and 15.2 above, while you are in default of this Agreement, we may, but are not required to, manage, or designate a third party to manage, the Restaurant on your behalf. Our, or our designee's, management of the Restaurant does not relieve you of your obligations and neither we nor our designee will be liable for any debts, losses, costs or expenses incurred in operating the Restaurant or to any of your creditors for any materials supplies or services purchased by the Restaurant while we, or our designee, manage it. We, or our designee, may charge you a fee for management services and may cease providing management services at any time.

D. Applicable Law. If the provisions of this Section 15 are inconsistent with applicable law, the applicable law will apply.

16. YOUR TERMINATION RIGHTS

You may terminate this Agreement if we violate any material obligation of us to you and fail to cure such violation within sixty (60) days after our receipt of written notice from you; provided, however, that you are in substantial compliance with the Agreement at the time of giving such notice of termination. Your written notice will identify the violation and demand that it be cured.

17. YOUR OBLIGATIONS UPON TERMINATION

A. Post-Term Duties. If this Agreement expires or is terminated for any reason other than a termination as a result of a breach by us, you will:

1. immediately cease operation of the Restaurant and using the Marks as well as any confusingly similar trademarks or service marks;

2. within ten (10) days after termination, pay all amounts due and owing to us or our affiliates, including all Royalty Fees, Marketing Fees and accrued interest due under this Agreement;

3. discontinue using, and return to us by priority United States mail with a tracking number, any hard copies of, the Operations Manuals and any other manuals, advertising materials, and all other printed materials relating to the operation of the Franchise;

4. assign to us or, at our discretion, disconnect the telephone number for the Restaurant. You acknowledge that we have the sole right to and interest in all telephone numbers and directory listings associated with the Marks, and you authorize us, and appoint us as your attorney-in-fact, to direct the telephone company and all listing agencies to transfer such numbers and listings to us;

5. remove from the Restaurant premises all signs, posters, fixtures, decals, wall coverings and other materials that are distinctive of a Restaurant or bear the name "Rapid Fired Pizza®" or other Marks;

6. comply with all post-termination obligations under any software license agreement, including the return of all materials relating to any System Software;

7. take all necessary action to cancel all fictitious or assumed name or equivalent registrations relating to your use of any of the Marks;

8. immediately cease using Confidential Information in whatever format it may appear and return to us (or, at our option, destroy or electronically delete) all electronic or hard-copy documents in your possession that contain Confidential Information;

9. at our option, we will purchase your inventory of Products in good and saleable condition at your actual cost less a 30% stocking fee and you will return to us any other remaining Products at no cost to us; and

10. comply with all other applicable provisions of this Agreement, including the non-compete provisions.

Upon termination of this Franchise Agreement for any reason, your right to use the name "Rapid Fired Pizza®" and the other Marks and the Business System will immediately terminate and you (and the Principal Owners) will not in any way associate yourself/themselves as being associated with us. If you fail to remove all signs and other materials bearing the Marks, we may do so at your expense.

B. Redecoration. If this Agreement is terminated for any reason, and you either remain in possession of the premises of the former Restaurant to operate a separate business not in violation of Section 13 above or enter into an agreement with a third party to allow such third party to directly operate a business at the premises of the former Restaurant, you will, at your expense, modify both the exterior and interior appearance of the business premises so that they will be easily distinguished from the standard appearance of Rapid Fired Pizza® restaurants. At a minimum, such changes and modifications to the premises will include: (1) repainting the premises with totally different colors; (2) removing all signs and other materials bearing the name "Rapid Fired Pizza®" and other Marks; (3) removing from the premises all fixtures which are indicative of Rapid Fired Pizza® restaurants; (4) discontinuing use of the approved employee uniforms and refraining from using any uniforms which are confusingly similar; (5) discontinuing use of all packaging and Confidential Information regarding the operation of the Restaurant; and (6) taking such other action, at your expense, as we may reasonably require. If you fail to immediately initiate modifications to the premises of the former Restaurant or complete such modifications with any period of time we deem appropriate, you agree that we or our designated agents may enter the premises of the former Restaurant to make such modifications, at your risk and expense, without responsibility for any actual or consequential damages to your property or others, and without liability for trespass or other tort or criminal act.

C. Our Option to Purchase Restaurant. If this Agreement expires or is terminated for any reason (other than our fault), we have the option, upon thirty (30) days' written notice from the date of expiration or termination, to purchase from you any or all the tangible and intangible assets relating to the Restaurant, including the Restaurant premises if you own the Restaurant premises (excluding any unsalable inventory, cash, short-term investments and accounts receivable) (collectively, the "Purchased Assets") and to an assignment of your lease for (1) the Restaurant premises (or, if an assignment is prohibited, a sublease for the full remaining term under the same provisions as your lease) and (2) any other tangible leased assets used in operating the Restaurant. If the landlord respecting the lease for the Restaurant premises is an affiliate of you (controlling, controlled by or under common control with you) we will have the right to assume the lease on terms generally consistent with then-current market rates for space in the immediate area surrounding the Restaurant location. We may assign to a third party this option to purchase and assignment of leases separate and apart from the remainder of this Agreement. While we have the option to have the lease for the Restaurant premises assigned to us, we do not have the obligation to take over the lease for the Restaurant premises.

The purchase price for the Restaurant will be the fair market value of the Purchased Assets; provided that: (1) we may exclude from the Purchased Assets any products or other items that were not acquired in compliance with this Agreement; and (2) we may exclude from fair market value any provision for goodwill or similar value attributable to intangible property (such as the Marks and Confidential Information). If the parties cannot agree on fair market value within a reasonable time, we will designate an independent appraiser to determine the fair market value of the Purchased Assets. The determination of such appraiser will be binding on the parties hereto, and the costs of such appraisal will be divided equally between you and us. The purchase price, as determined above, will be paid in cash at the closing of the purchase, which will occur within a reasonable time, not to exceed sixty (60) days, after the fair market value is determined. At the closing, you will deliver documents transferring good and merchantable title to the assets purchased, free and clear of all liens, encumbrances and liabilities to us or our designee and such other documents we may reasonably request to permit us to operate the Restaurant without interruption. We may set off against and reduce the purchase price by all amounts you owe to us or any of our affiliates. If we exercise our option to purchase the Restaurant, we may, pending the closing, appoint a manager to maintain Restaurant operations.

If we assume the lease for the Restaurant under this Section, you will pay, remove or satisfy any liens or other encumbrances on your leasehold interest and will pay in full all amounts due the lessor under the lease existing at or prior to assumption. We are not liable for any obligation you incur before the date we assume the lease.

D. Continuing Obligations. All obligations of us and you which expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect following its expiration or termination and until they are satisfied or expire.

18. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION

A. Relationship of the Parties. We and you are independent contractors. Neither party is the agent, legal representative, partner, subsidiary, joint venture or employee of the other. Neither party will independently obligate the other to any third parties or represent any right to do so. This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence. You must conspicuously identify yourself at the premises of the Restaurant and in all dealings with customers, lessors, contractors, suppliers, public officials and others as the owner of the Restaurant under a franchise agreement from us, and must place other notices of independent ownership on signs, forms, stationery, advertising and other materials as we require.

B. Your Indemnification Obligations. You agree to indemnify and hold us and our subsidiaries, affiliates, stockholders, members, directors, officers, employees, agents and area developers harmless against, and to reimburse us or them for, any loss, liability or damages arising out of or relating to your ownership or operation of the Restaurant, and all reasonable costs of defending any claim brought against us or any of them or any action in which us or any of them is named as a party (including reasonable attorneys' fees) unless the loss, liability, damage or cost is solely due to the our breach of this Agreement, gross negligence or willful misconduct. You must pay all losses, liability or damages we incur pursuant to your obligations of indemnity under this Section 18(B) regardless of any settlement, actions or defense we undertake or the subsequent success or failure of any settlement, actions or defense. Further, you agree to give us immediate notice of any such action, proceeding, demand or investigation brought against you or the Restaurant. We may, at our option, designate counsel, at your expense, to defend or settle such action, proceeding, demand or investigation brought against you or the Restaurant. This obligation does not diminish your indemnification obligations under this Section 18(B).

C. Our Indemnification Obligations. We agree to indemnify and hold you and your officers, directors and agents harmless against, and to reimburse you and them for, any loss, liability or damage solely arising from or relating to our breach of this Agreement, gross negligence or willful misconduct, and all reasonable costs of defending any claim brought against you or them or any action in which you or they are named as a party (including reasonable attorneys' fees).

D. Survival. The indemnities and assumptions of liabilities and obligations continue in full force and effect after the expiration or termination of this Agreement, and apply to all claims even if they exceed the limits of your insurance coverage.

19. DISPUTE RESOLUTION

A. Mediation. Except as otherwise stated in this Section 19(A), the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement (and attachments) or the relationship created by this Agreement to non-binding mediation before bringing such claim, controversy or dispute to arbitration or to a court. The mediation will be conducted either through an individual mediator or a mediator appointed by a mediation services organization, experienced in the mediation of disputes between you and us, agreed upon by the parties. If the parties do not agree upon a mediator or mediation services organization within fifteen (15) days after either party has notified the other of its desire to seek mediation, the dispute will be mediated by the American Arbitration Association pursuant to its rules governing mediation, in the city in which our corporate headquarters is located at the time the mediation is commenced. The costs and expenses of mediation, including compensation of the mediator, will be borne equally by the parties. If the parties cannot resolve the claim, controversy or dispute within sixty (60) days after conferring with the mediator, either party may submit such claim, controversy or dispute to the appropriate court as described in Section 19(B) below. Either party may bring an action under the applicable provisions of this Section 19 without first submitting the action to mediation under this Section 19(A): (1) for injunctive relief, or (2) involving the possession or disposition of, or other relief relating to, real property. In addition, we may bring an action under the applicable provisions of this Section 19 without first submitting the action to mediation hereunder for monies you owe us.

B. Arbitration. Except to the extent we elect to enforce the provisions of this Agreement by injunction as provided in Section 19(C) below, 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 in the arbitrability of any matter) that have not been settled by or are not otherwise subject to mediation as described in Section 19(A) above will be resolved by arbitration on an individual basis under the authority of the Federal Arbitration Act in the city in which our corporate headquarters is located at the time the arbitration is commenced. 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. The proceedings will be conducted under the Commercial Arbitration Rules of the American Arbitration Association, or the rules of such other arbitration services organization as the parties otherwise may agree upon in writing, to the extent such rules are not inconsistent with the provisions of this arbitration provision or the Federal Arbitration Act. The decision of the arbitrator(s) will be final and binding on all parties; provided, however, the arbitrator(s) may not under any circumstances: (1) stay the effectiveness of any pending termination of this Agreement; (2) assess punitive or exemplary damages; or (3) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance we establish. Any arbitration proceeding will be limited to controversies between you and us, and will not be expanded to include any other Rapid Fired Pizza® franchisee or include any class action claims. This Section 19 will survive termination or nonrenewal of this Agreement under any circumstances. Judgment upon the award of arbitrator(s) may be entered in any court having jurisdiction thereof. During any arbitration proceeding, we and you will fully perform our respective obligations under this Agreement.

C. Injunctive Relief. Notwithstanding Sections 19(A) and (B) above, you recognize that a single franchisee's failure to comply with the terms of its agreement could cause irreparable damage to us and/or to some or all other Rapid Fired Pizza® restaurants. Therefore, if you breach or threaten to breach any of the terms of this Agreement, we will be entitled to an injunction restraining such breach and/or a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining such equitable relief, until such time as a final and binding determination is made by the arbitrators.

D. Attorneys' Fees. The nonprevailing party will pay all costs, expenses and interest including reasonable attorneys' fees, the prevailing party incurs in any action brought to enforce any provision of this Agreement or to enjoin any violation of this Agreement.

20. ENFORCEMENT

A. Severability. All provisions of this Agreement are severable and this Agreement will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein and partially valid and enforceable provisions will be enforced to the extent valid and enforceable. If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of or non-renewal of this Agreement than is required, or the taking of some other action not required, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any specification, standard or operating procedure prescribed by us are invalid or unenforceable, the prior notice and/or other action required by law or rule will be substituted for the comparable provisions.

B. Waiver of Obligations. Our waiver of any breach by you, or our delay or failure to enforce any provision of this Agreement, will not be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights respecting that or any other breach.

C. Rights of Parties are Cumulative. The rights of us and you are cumulative and no exercise or enforcement by either party of any right or remedy precludes the exercise or enforcement by such party of any other right or remedy to which such party is entitled by law or equity to enforce.

D. Venue. Any cause of action, claim, suit or demand allegedly arising from or related to this Agreement or the relationship of the parties must be brought exclusively in the state or federal court of competent jurisdiction in the state covering the location in which our corporate offices are located at the time the action is commenced. We also have the right to file any such suit against you in the federal or state court where the Restaurant is located. Each of us and you irrevocably consents to the jurisdiction of such courts and waive all rights to challenge personal jurisdiction and venue. The provisions of this Section 20(D) will survive the termination of this Agreement.

E. Governing Law & Waiver. Subject to our rights under federal trademark laws, all claims arising out of or relating to this Agreement and/or the parties' relationship will be governed by, and will be interpreted in accordance with, the substantive laws of the State of Ohio, irrespective of any conflict of laws. The parties agree that the Ohio Business Opportunity Purchasers Protect Act (Ohio Revised Code § 1334 *et. seq.*) or any other state law or regulation applicable to the offer or sale of franchises or the franchise relationship, will not apply unless the jurisdictional provisions are independently met. You waive, to the fullest extent permitted by law, the rights and protections provided by the Ohio Business Opportunity Purchasers Protect Act and such other laws and regulations.

F. Binding Effect. This Agreement is binding upon the parties and their respective executors, administrators, heirs, assigns, and successors in interest, and will not be modified except by written agreement signed by both you and us. Except as provided above, this Agreement is not intended, and will not be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

G. References. If you consist of two or more individuals, such individuals will be jointly and severally liable, and references to you in this Agreement will include all such individuals.

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

1. Our Rights. Whenever this Agreement provides that we have or reserve (retain) a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop and change the Business System in any manner that is not specifically precluded by the provisions of this Agreement.

2. Our Reasonable Business Judgment. Whenever we reserve discretion in a particular area or where we agree or are required to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise "reasonable business judgment" in making our decision or exercising our rights. A decision or action by us will be deemed to be the result of "reasonable business judgment," even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended to promote or benefit the Business System generally even if the decision or action also promotes a financial or other individual interest of ours. Examples of items that will promote or benefit the Business System include enhancing the value of the Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the Business System. Neither you nor any third party (including a trier of fact), will substitute their judgment for our reasonable business judgment.

I. **WAIVER OF PUNITIVE DAMAGES. YOU AND WE AND OUR AFFILIATES AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO OR A CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF ANY DISPUTE BETWEEN THEM, EACH WILL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES SUSTAINED BY IT.**

J. *Force Majeure*. If any party fails to perform any obligation under this Agreement due to a cause beyond the control of and without the negligence of such party, such failure will not be deemed a breach of this Agreement, provided such party uses reasonable best efforts to perform such obligations as soon as possible under the circumstances. Such causes include strikes, wars, riots, civil commotion, and acts of government, except as may be specifically provided for elsewhere in this Agreement.

K. Notice of Potential Profit. We advise you that we and/or our affiliates periodically may make available to you goods, Products and/or services for use in the Restaurant on the sale of which we and/or our affiliates may make a profit. We further advise you that we and our affiliates periodically may receive consideration from suppliers and manufacturers respecting sales of goods, Products or services to you or in consideration for services provided or rights license to such persons. You agree that we and our affiliates will be entitled to such profits and consideration.

L. Limitation of Actions. Subject to any applicable statute of limitations, you and we agree that neither party will have the right to bring any claim or action against the other party unless the action or claim is commenced within one (1) year after the offended party has knowledge of the facts giving rise to the action or claim.

M. Entire Agreement. The "Introduction" section, the exhibit(s) to this Agreement, and that certain Disclosure Acknowledgment Agreement signed contemporaneously by you are a part of this Agreement, which represents the entire agreement of the parties, and there are no other oral or written understandings or agreements between us and you relating to the subject matter of this Agreement. Nothing in the Agreement is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

21. NOTICES

All written notices and reports permitted or required to be delivered by the provisions of this Agreement will be delivered by hand, sent by a recognized overnight delivery service or by registered U.S. Mail, or by other means which provides the sender with evidence of delivery, or of rejected delivery, and addressed to the party to be notified at the address stated herein or at such other address as may have been designated in writing to the other party. Any notice by a means which provides the sender with evidence of delivery, or rejected delivery, will be deemed to have been given at the date and time of receipt or rejected delivery.

22. ACKNOWLEDGEMENTS

A. Success of Franchised Business. The success of the business venture you intend to undertake under this Agreement is speculative and depends, to a large extent, upon your (or the Principal Owner's) ability as an independent businessman, and your active participation in the daily affairs of the Restaurant as well as other factors. We do not make any representation or warranty, express or implied, as to the potential success of the business venture.

B. Independent Investigation. You acknowledge that you have entered into this Agreement after making an independent investigation of our operations and not upon any representation as to gross revenues, volume, potential earnings or profits which you might be expected to realize, nor has anyone made any other representation, which is not expressly stated herein, to induce you to accept this Franchise and sign this Agreement.

C. Receipt of Documents. Except for filling in the blank provisions and changes made as a result of negotiations that you initiated, you acknowledge that you received a copy of the complete Franchise Agreement, and exhibits attached hereto, at least seven (7) calendar days before the date on which this Agreement was executed. You further acknowledge that you received the disclosure document required by the trade regulation rule of the Federal Trade Commission entitled "Franchise Disclosure Document" at least fourteen (14) calendar days prior to the date on which this Agreement was executed. You represent that you have read this Agreement in its entirety and that you have been given the opportunity to clarify any provisions that you did not understand and to consult with any attorney or other professional advisor. You further represent that you understand the provisions of this Agreement and agree to be bound.

D. Other Franchises. You acknowledge that other Rapid Fired Pizza® restaurants have or will be granted franchises at different times and in different situations, and further acknowledge that the provisions of such franchises may vary substantially from those contained in this Agreement.

The parties have signed this Agreement on the date stated in the first paragraph.

WE:

RAPID FIRED PIZZA FRANCHISING, LLC
an Ohio limited liability company

By___________________________________
Its_________________________________

YOU:

(If you are an individual owner,
You must sign below; if a partnership,
all partners must sign below)

____
(Sign Your Name)

____
(Print Your Name)

____

(Sign Your Name)

____
(Print Your Name)

(If you are a corporation or limited liability company)

____
Name of corporation or limited liability company
By: _____________________________________
Its: _____________________________________

EXHIBIT A
TO FRANCHISE AGREEMENT

URBAN AREA

This Exhibit is attached to and is an integral part of the Rapid Fired Pizza® Franchise Agreement dated ________________, 20____ (the "Franchise Agreement"), between us and you.

1. Urban Area. We have determined that the Authorized Location is located within an urban area. As a result, Section 2 of the Franchise Agreement is amended to provide that you will not receive a Protected Territory, and we or our affiliates may directly operate, or grant other persons the right to operate, Rapid Fired Pizza® restaurants at any location without considering the proximity to your Restaurant.

2. Defined Terms. All capitalized terms contained in this Exhibit not defined herein will have the same meaning as provided in the Franchise Agreement.

WE:

RAPID FIRED PIZZA FRANCHISING, LLC
an Ohio limited liability company

By____________________________________
Its________________________________
Date _____________________________

YOU:

(If you are an individual owner,
You must sign below; if a partnership,
all partners must sign below)

____
(Sign Your Name)

____
(Print Your Name)

Date _________________________________

____

(Sign Your Name)

____
(Print Your Name)

Date__________________________________

EXHIBIT B
TO FRANCHISE AGREEMENT

RESTAURANT LEASE ADDENDUM

ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM TO LEASE AGREEMENT (this "**Addendum**") is effective as of ____________________ (the "**Effective Date**") and is attached to and made a part of that certain Lease (the "**Lease**") by and between ________________________________ ("**Landlord**") and ________________________________ ("**Tenant**") for certain premises located at ____ (the "**Premises**").

1. **Incorporation into Lease.** This Addendum is incorporated into the Lease and supersedes any conflicting provisions in the Lease. In the event of any such contradiction or inconsistency between the terms and provisions of this Addendum and the terms and provisions of the Lease, the terms and provisions of this Addendum shall control.

2. **Assignment Provisions.** Tenant shall have the right to assign the Lease or sublet the Premises, to Rapid Fired Pizza Franchising, LLC (Herein referred to as "RFPF"), its parents, subsidiaries or affiliates without Landlord's consent or to a duly authorized RFP franchisee with Landlords consent, that will not be unreasonably withheld. In the event of an assignment to RFPF, RFPF shall have the right to reassign the Lease, with Landlord's consent, such consent shall not be unreasonably withheld, to a duly authorized RFP franchisee and to thereupon be released from any further liability under the Lease.

3. **Rapid Fired Pizza® Notice and Cure Rights.** Landlord agrees to give RFPF written notice of any Tenant default under the Lease as a prerequisite to exercising any remedies against Tenant. Upon receipt of any such notice, ~~-~~ RFPF shall have the right, but not the obligation, to cure the Tenant's default, if the Tenant fails to do so, within fifteen (15) days after written notice. RFPF shall at all times have the right, but not the obligation, to perform any such acts on Tenant's behalf as may be necessary to keep the Lease in full force and effect. In the event RFPF executes on its security interest in the Lease and Tenant's fixtures and equipment (pursuant to the terms of RFPF Franchise Agreement with Tenant), such action shall not be deemed a default or assignment under the Lease. Notice to RFPF shall be given by certified mail, return receipt requested, or by nationally recognized overnight courier service addressed as follows or to such other address as RFPF may provide to Landlord from time to time and notice shall also be emailed to Kelly@RapidFiredPizza.com:

Rapid Fired Pizza, Attn: Kelly Gray
2795 Culver Ave
Kettering, OH ~~45420~~45429

~~Attn: Kelly Gray~~

4. **No Radius/Relocation Clauses.** Any radius restrictions or involuntary relocation provisions in the Lease are hereby deleted.

5. **Use Clause.** Tenant shall have the right to use the Premises for the purpose of operating a Rapid Fired Pizza® eat-in/take-out/delivery restaurant engaged in the sale of pizza, salads, pasta, cookies, desserts and related items including beer, wine, liquor and other products sold in Rapid Fired Pizza® restaurants now and in the future and other ancillary purposes associated therewith. Where available, the Premises shall include an adjacent outdoor eating area at no additional charge to Tenant. Tenant shall be permitted to operate, or allow another concessionaire or licensee to operate, a co-brand food and beverage operation in or from the Premises in conjunction with Tenant's operation of its Rapid Fired Pizza® restaurant. Tenant may make nonstructural alterations and improvements to the interior of the Premises of $~~10,000~~15,000 or less per alteration without Landlord's prior consent, provided the work is performed in a good and workmanlike manner.

6. **Exclusive.** Throughout the Lease term, Tenant shall have the exclusive right in the Landlord's shopping center of which the Premises is a part to engage in the primary business of the sale of pizza and Landlord shall not allow any other party in its shopping center to violate the terms or spirit of this Article 6. If a violation does occur, Landlord will immediately reduce the base rent otherwise due under the Lease by fifty percent (50%) until such time as the violation is cured. In addition to any other remedies Tenant may have at law or in equity, Tenant shall have the right prior to cure to terminate the Lease upon thirty (30) days written notice and upon any termination provided in this Article 6, all rent and other charges payable by Tenant under the Lease shall be prorated through such date of termination.

7. **Rapid Fired Pizza® Signage.** Landlord hereby grants and approves the following signage:

(i) **Opening Signage.** Subject to applicable zoning codes, rules, and regulations, and Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed, Tenant shall have, during the period between the Lease execution date and sixty (60) days after the date Tenant opens for business to the public from the Premises, the right and a license to: (a) erect at least one single or double sided sign in the landscaped common area adjoining the most heavily traveled right-of-way providing access to the Premises which sign shall say "Coming Soon – Rapid Fired Pizza® or words similar thereto and (b) display "Coming Soon" or "Grand Opening" banners on or near the Premises; and now hiring realtor style signs; and

(ii) **Permanent Signage.** Landlord agrees to allow Tenant to install a The Rapid Fired Pizza® awning package and the maximum Signage permitted by the applicable governmental authorities on the exterior of the Premises.

(iii) Promotional Signage – Landlord shall permit to display in the windows, standard Rapid Fired Pizza® marketing window signs and graphics, so long as permitted by local sign code.

8. **Tenant Financing.** Tenant shall have the right from time to time enter into equipment leases or loans which may include a collateral assignment of Tenant's interest in the equipment located within the premises.

9. **Mitigation/Reasonableness.** Landlord shall use reasonable efforts to mitigate its damages in the event of Tenant default. Wherever either party to the Lease is required or requested to give its consent, such consent shall not be unreasonably withheld.

10. **Landlord Work and Repair.** All of Landlord's work required under the Lease shall be performed in a workmanlike manner with quality materials in compliance with all laws, codes and all regulations, and shall be warranted by Landlord to be free from defects for the first full twelve (12) months of the Lease term starting the first day the restaurant opens for business to the public. This warranty will include but not be limited to the Landlord's work portion relating to HVAC systems, plumbing, electric, sprinkler systems, fire alarm systems, bathrooms, store front, all existing exterior door swings and exit doors. Landlord covenants and agrees, at its sole cost and expense and without reimbursement or contribution by Tenant, to keep, maintain and replace, as necessary, the foundations, the plumbing system to the point of entry into the Premises, the electrical system to the point of entry into the Premises, the utility and sewer lines and connections to the Premises, structural systems including, without limitation, the roof, roof membrane, roof covering (including interior ceiling if damaged by leakage), load-bearing walls, floor slabs and masonry walls in good condition and repair, except in the event said damage is caused by Tenant or Tenant's employees or contractors. Utilities shall be stubbed to the Premises at no cost to Tenant.

11. **Common Areas.** Landlord shall not change, use, allow the use of, or alter the common areas of the shopping center of which the Premises is a part in any manner which would (a) materially impair access to or the visibility of the Premises, (b) adversely affect the conduct of Tenant's business in the Premises or (c) reduce the number of parking spaces which currently serve the building in which the Premises is located in a way that materially impairs Tenant's business from the Premises. The costs of capital improvements to the common areas (defined as any costs which, in accordance with generally accepted accounting principles, are not fully chargeable to current expenses in the year the expenditure is incurred), shall be excluded from the calculation of Tenant's common area maintenance pass through, if any, and shall not be charged to Tenant. Management/Administration fees shall not exceed 10% of Common Area costs. Tenants pro rata share of any common area or similar charge shall be based upon the total leasable square footage in the shopping center of which the Premises is a part (including out-parcels).Tenant reserves the right to audit annual CAM reconciliation within 60 days of receipt from Landlord. If Landlord fails to provide reconciliation within 180 days following the end of the calendar year, Landlord waives the right to any monies that might have been due.

12. **Landlord Warranties.** Landlord represents covenants and warrants (i) that the shopping center of which the Premises is a part currently complies with the Americans with Disabilities Act ("**ADA**");

13. **Hazardous Materials.** Landlord represents and warrants that the Premises are free of all asbestos, asbestos containing materials and other hazardous or toxic materials (collectively, "**Hazardous Materials**"). In the event Hazardous materials are present, Landlord shall be solely responsible for any changes to the Premises relating to Hazardous Materials (at Landlord's expense and not as a charge to Tenant's build out allowance).Tenant shall have no obligation to make any repairs, alterations or improvements to the Premises or incur any costs or expenses whatsoever as a result of Hazardous Materials.

14. **Insurance and Waiver of Subrogation.** Tenant may maintain the required liability insurance in the form of a blanket policy covering other locations of Tenant in addition to the Premises. As long as Tenant's respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit

of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with this provision.

15. **Casualty, Condemnation and Repair.** In the event the Premises are completely or partially damaged by fire or other casualty or are condemned by a governmental agency in whole or in part, Tenant may elect to terminate Lease upon ten (10) days written notice to Landlord: (1) at any time following such casualty, condemnation or commencement of repair activities, if the premises cannot reasonably be expected to be fully repaired or restored by Landlord within one hundred eighty (180) days after the date of the casualty, condemnation or other repair activity, or if (2) at anytime following expiration of such one hundred eighty (180) day period, but prior to completion of~~ such activities, if the casualty, condemnation or other repair activity has not been completed within such one hundred eighty (180) day period.~~ Within fifteen (15) days following request therefore from Tenant, Landlord shall provide written notice to Tenant setting forth Landlord's good faith estimate of the time necessary to complete such repairs or restoration. such activities, if the casualty, condemnation or other repair activity has not been completed within such one hundred eighty (180) day period. For the purposes of this paragraph, the parties agree that condemnation by a governmental agency shall include, but not be limited to, any order or action that requires social distancing within and/or closes the seating area of the Premises.

16. **Additional Provisions.**

(a) Landlord covenants and agrees that the total of all rental payments and any and all other sums, that Tenant is required to pay under the Lease (the "**Occupancy Costs**") will not exceed $ _______ per month (the "**Occupancy Cap**") during the first full calendar year of the Lease.

(b) Landlord and the Tenant will not cancel, terminate, modify or amend the Lease including, without limitation, RFPF's rights under this Addendum, without RFPF's prior written consent.

(c) The benefits of this Addendum inure to ~~RFP~~RFPF and to its successor and assigns.

(d) The Tenant shall have no obligation to continuously operate throughout the term of the lease. If Tenant ceases to operate, Landlord shall have the right, but not the obligation, to recapture the Premises. If Landlord exercises their right to recapture, Tenant shall be relieved of any obligations from the point of recapture.

(e) Landlord shall notify RFPF if Tenant fails to exercise any renewal option(s) and shall provide RFPF 15 days for RFPF or Tenant to renew.

(f) If the Lease contains a personal guarantee, said guarantee shall cease after 3 years so long as the Tenant is not in default.

Intending to be bound, the Landlord and Tenant sign and deliver this Addendum effective on the Effective Date, regardless of the actual date of signature.

LANDLORD:	**TENANT:**	**RAPID FIRED PIZZA**
______________________	______________________	
~~Address:~~______________	~~Address:~~______________	~~Address:~~
______________________	______________________	
~~Phone:~~______________	~~Phone:~~______________	~~Phone:~~______
Address:______________	Address:______________	Address:______________
Phone:______________	Phone:______________	Phone:______________
By:______________	By:______________	~~By:~~______________
~~Name:~~______________	~~Name:~~______________	
~~Name:~~______________		
~~Title:~~______________	~~Title:~~______________	~~Title:~~______________
By:______________		
Name:______________	Name:______________	Name:______________
Title:______________	Title:______________	Title:______________

EXHIBIT C
TO FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

In consideration of the execution of that certain Franchise Agreement of even date (the "Agreement") by Rapid Fired Pizza Franchising, LLC ("we" or "us"), each of the undersigned (a "Guarantor") personally and unconditionally guarantees to us, and our successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement that ______________________________ ____ ("you") will timely pay and perform each and every undertaking, agreement and covenant stated in the Agreement; and agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement.

Each of the undersigned waives: (1) acceptance and notice of acceptance by us of the foregoing undertaking; (2) notice of demand for payment of any indebtedness; (3) protest and notice of default to any party respecting the indebtedness; (4) any right he may have to require that an action be brought against you or any other person as a condition of liability.

Each Guarantor consents and agrees that:

(1) Guarantor's liability under this undertaking will be direct and independent of the liability of, and will be joint and several with, you and the other Guarantors of you;

(2) Guarantor will make any payment or perform any obligation required under the Franchise Agreement upon demand if you fail to do so;

(3) Guarantor's liability hereunder will not be diminished or relieved by bankruptcy, insolvency or reorganization of you or any assignee or successor;

(4) Guarantor's liability will not be diminished, relieved or otherwise affected by any extension of time or credit which we may grant to you, including the acceptance of any partial payment or performance, or the compromise or release of any claims;

(5) We may proceed against Guarantor and you jointly and severally, or we may, at our option, proceed against Guarantor, without having commenced any action, or having obtained any judgment against you or any other Guarantor; and

(6) Guarantor will pay all reasonable attorneys' fees and all costs and other expenses we incur in enforcing this Guaranty against Guarantor or any negotiations relative to the obligations hereby guaranteed.

Sections 17(D) (Survival), 19(D) (Attorneys' Fees), 20(B) (Waiver), 20(D) (Venue and Jurisdiction), 20(E) (Governing Law), 20(F) (Modifications), 20(H) (Interpretation), and 20(M) (Entire Agreement) of the Franchise Agreement, apply to Guarantors and this Guaranty.

Each of the undersigned has signed this Guaranty as of the same day and year as the Agreement was executed.

GUARANTOR(S)	**PERCENTAGE OWNERSHIP IN YOU**
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________

EXHIBIT D
TO FRANCHISE AGREEMENT

FORMS OF CONFIDENTIALITY AND NON-COMPETE AGREEMENT

Note to Franchisee:
This document is a sample form only for use with your Operating Manager and other managers, employees and agents with access to Confidential Information. You may use this form or choose to use your own form provided that if you use your own agreement must protect you and use from the disclosure of confidential information and, if applicable, a non-compete. If you use this form, you should consult with your attorney to ensure that the terms of this agreement are enforceable within your State and make any necessary modifications.

CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This Agreement is made this _________ day of _________________, 200____ between Rapid Fired Pizza® Store # __________ ("the Company") and _________________________________ ("Prospective Employee").

INTRODUCTION:

The Company has extended an offer of employment to Prospective Employee, in a letter from the Company to Employee dated _________________, 20______. Prospective Employee will not be considered to have accepted this offer until Prospective Employee has signed and returned this Agreement. The Company is permitted, under a Franchise Agreement with Rapid Fired Pizza Franchising, LLC (the "Franchisor"), dated ____________________, to use certain proprietary and confidential information of the Franchisor in operating a Rapid Fired Pizza® store (the "Unit"). In the course of employment, Prospective Employee will be made privy to certain confidential and proprietary information of the Company and of the Franchisor. Prospective Employee agrees that the Proprietary Information (as defined below) is a valuable, special and unique asset of the Company or of the Franchisor and that such information would not be disclosed to Prospective Employee unless Prospective Employee agrees to hold such information in strict confidence. In exchange for the Company's offer of employment, Prospective Employee agrees as provided herein to protect the Proprietary Information.

AGREEMENTS:

In consideration of the foregoing, the parties agree as follows:

1. Definitions.

A. The term "Business System" means the development and operation of restaurants selling a variety of Italian food including pizza, calzones, salads, cookies and related food and beverage products for the individual consumer using the distinctive goods, services and methods of operation which are associated with the mark "Rapid Fired Pizza®" and related trademarks, service marks, logos and commercial symbols. "Business System" includes all uniform requirements, standards of quality, procedures, specifications and instructions developed by the Franchisor.

B. The term "Proprietary Information" means any information of the Franchisor or the Company that Prospective Employee learns or develops during the course of Prospective Employee's employment with the Company that derives independent economic value from being not generally known or readily ascertainable by persons (other than Franchisor and its franchisees) who could obtain economic value from its disclosure or use. Proprietary Information includes information and knowledge that the Franchisor or the Company has developed and relating to the Business System; information disclosed in the Rapid Fired Pizza® Operations Manual and related manuals (collectively, the "Manuals"); information such as financial reports, financial projections, pricing guides and other business disclosures; customer-related information; financial arrangements, product needs and the identity of key personnel, vendor lists and financial information; and proposals. Proprietary Information does not include information that Prospective Employee can demonstrate came to his or her attention before disclosure thereof by the Company or Franchisor or which, at the time of disclosure by the Company or Franchisor to Prospective Employee, had become a part of the public domain, through publication or communication by others.

2. Consideration. Prospective Employee understands and acknowledges that he/she has received an offer of employment from the Company in full consideration for the promises stated in this Agreement. Prospective Employee further understands and acknowledges that this Agreement is not a contract of employment and will not alter the at-will status of Prospective Employee's employment should he/she choose to accept the Company's offer.

3. Confidentiality. Prospective Employee acknowledges that the Company and the Franchisor would be irreparably harmed if Proprietary Information were disclosed to others or wrongfully used. Prospective Employee therefore agrees that: (i) Prospective Employee will treat as confidential all Proprietary Information which may be made or become available to Prospective Employee; and (ii) Prospective Employee will not, directly or indirectly, use, disclose, publish or reproduce any of the Proprietary Information for the benefit of anyone other than the Franchisor and the Company either during the course of Prospective Employee's employment with the Company, or at any time thereafter.

4. Return of Proprietary Information. Upon termination of Prospective Employee's employment at the Unit, Prospective Employee will return to the Franchisor or to the Company the originals and all copies of all documents, computer discs, and other property relating to the business of the Franchisor or the Company, including all manuals, personnel records, business plans, financial information, customer lists, marketing plans, software, and all other tangible records of Proprietary Information.

NOTE TO FRANCHISEE:
INCLUDE THE FOLLOWING SECTION 5 IF THE EMPLOYEE IS THE OPERATING MANAGER OF THE UNIT

5. Covenant Not to Compete. Prospective Employee will not, during the period in which he/she is employed by the Company, engage directly or indirectly, either personally or as an employee, associate, partner, manager, owner or agent in any other business (including any e-commerce or Internet-based business) that distributes, sells or otherwise deals in, at wholesale or retail, pizza, calzones, salads, or other Italian food products, and related food and beverage products, or any other related business that is competitive with or similar to a Rapid Fired Pizza® Unit (a "Competing Business"), except with the prior written consent of the Franchisor and the Company. In addition, Prospective Employee agrees that, for a period of one (1) year after his/her employment with the Company ends (whether Prospective Employee's employment terminates voluntarily or involuntarily:

A. Prospective Employee will not engage, either personally or as an employee, associate, partner, manager, owner or agent in any Competing Business which is located within a five (5) mile radius of any Rapid Fired Pizza® Unit.

B. Prospective Employee will, before accepting employment or beginning an independent contractor relationship with any person or entity, inform that person or entity of this Agreement and provide that person or entity with a copy of this Agreement.

C. Prospective Employee will not, directly or indirectly, employ or attempt to employ any of the Company's employees for any other entity competing with the Company.

NOTE TO FRANCHISEE:
CHECK LOCAL LAW TO MAKE SURE THIS PROVISION IS ENFORCEABLE IN YOUR STATE.

6. Injunctive Relief. The parties agree that the Franchisor and the Company will not have an adequate remedy at law if Prospective Employee breaches or fails to perform any of the terms of the Agreement. The Franchisor or the Company will, therefore, have the right, in addition to any other remedy available, to obtain from any court of competent jurisdiction injunctive relief or a decree of specific performance, plus reimbursement for costs, including reasonable attorney's fees, incurred in the securing of such relief.

7. Miscellaneous. The parties acknowledge that Franchisor (and its assigns) are intended third party beneficiaries of this Agreement. The invalidity or unenforceability of any provision of this Agreement will not affect the invalidity or enforceability of any other provision of this Agreement. A waiver or consent given by Prospective Franchise or Company on any one occasion is effective only in that instance and will not be construed as a waiver of any right or any other occasion. This Agreement contains all of the understandings and agreements both written and oral, of the parties respecting the subject matter of this Agreement. All terms and provisions of the Agreement will be binding upon and benefit the parties, their respective representatives, heirs, successors and assigns, and will also be binding on each person, firm or other entity that is controlled by or otherwise affiliated with Prospective Employee. This Agreement will be governed by the laws of the State of ______________________.

PROSPECTIVE EMPLOYEE:

By ____________________________________

____

COMPANY:

____

By ____________________________________

Its ____________________________________

EXHIBIT E
DISCLOSURE ACKNOWLEDGMENT AGREEMENT

Applicant ____
(If corporation) State of Incorporation ____
Address of Applicant ____
Location (Territory) Applied For ____

A. I have received all appropriate disclosure documents for the State(s) of _______________ at least 14 calendar days, exclusive of the day I received them and the day I signed them, before signing the Franchise Agreement and/or payment of any monies.

B. I have signed and returned to Rapid Fired Pizza Franchising, LLC (you or your) the acknowledgment of receipt for each disclosure document given me.

C. I have had an opportunity to read the Franchise Agreement thoroughly and understand all of your covenants and obligations and my obligations as a franchisee of the Rapid Fired Pizza system. I understand that the Franchise Agreement contains all obligations of the parties and that you do not grant to me under the Franchise Agreement any right of first refusal.

D. I understand that this franchised business, as in all business ventures, involves risk and, despite assistance and support programs, the success of my business will depend largely upon me and my ability. In addition, I understand that this franchise business may be impacted by other risks, including those outside your or our control such as economic, political or social disruption.

E. Except for fill in the blank provisions or for negotiated changes that I initiated, I received a copy of the revised Franchise Agreement or related agreement at least 7 calendar days before the date on which the Franchise Agreement or related agreement was signed.

F. I understand that you have or may establish a national marketing and promotional program which is not directed towards any specific franchise territory but is intended to benefit the entire Rapid Fired Pizza® system nationwide. I further understand that amounts from the national marketing and promotional fund (if established) will be used to offset any in-house expenses you incur in providing marketing services, media planning, and network marketing support.

G. I understand that I am solely responsible for selecting the site and reviewing the lease for the Rapid Fired Pizza® Restaurant developed under the Franchise Agreement, even if you or your representatives identify the site as a potential location for the Restaurant. I understand that neither you nor your representatives make any guarantees or representations related to the potential success of the Rapid Fired Pizza® Restaurant at that location, and I have independently conducted all necessary due diligence related to the site of the Restaurant.

H. I have had no promises, guarantees or assurances made to me and no information provided to me relative to earnings, revenues, profits, expenses or projected revenues for this franchise, except as disclosed in the disclosure document. If I believe that I have received any such promises, guarantees, assurances or information, I agree to describe it below (otherwise write "None").

____
____
____
____
____

Applicants' Acknowledgment:

Name:______________________________	Name:______________________________
Date:______________________________	Date:______________________________

EXHIBIT F
INITIAL FRANCHISE FEE DISCOUNT FOR VETERANS OF THE UNITED STATES MILITARY ADDENDUM

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _______________, 20____, between Rapid Fired Pizza Franchising, LLC, ("we" or "us"), and ________________________________ ("you") (collectively, the "Parties").

INTRODUCTION

A. As of the date of this Addendum, the Parties entered into a Rapid Fired Pizza® franchise agreement (the "Franchise Agreement") pursuant to which you obtained the right and undertook the obligation to open and operate a Rapid Fired Pizza® restaurant at the location identified in the Franchise Agreement (the "Restaurant").

B. We provide a twenty-five percent (25%) discount of the initial franchise fee to those qualified persons who have served in the military for the United States of America, and you have represented and demonstrated to us that you met the criteria for a veteran discount.

AGREEMENTS

In consideration of the foregoing, the Parties agree as follow:

1. Initial Fee. Section 4(A) of the Franchise Agreement is hereby deleted in its entirety and is replaced with the following:

A. Initial Franchise Fee. You will pay us an "Initial Franchise Fee" of nineteen thousand five hundred dollars ($19,500). The Initial Franchise Fee is payable when you sign this Agreement. We fully earn the Initial Franchise Fee when we sign this Agreement and the Initial Franchise Fee is nonrefundable.

2. Construction. All other terms and conditions of the Franchise Agreement not modified herein remain in full force and effect. All capitalized terms not defined in this Addendum have the respective meanings set forth in the Franchise Agreement.

The parties have signed this Amendment as of the day and year first above written.

[*the remainder of this page is intentionally blank*]

WE:	**YOU:**
RAPID FIRED PIZZA FRANCHISING, LLC **an Ohio limited liability company**	(If you are an individual owner, You must sign below; if a partnership, all partners must sign below)
By___________________________________ Its_________________________________ Date ______________________________	____ (Sign Your Name) ______________________________________ (Print Your Name) Date__________________________________ ______________________________________ (Sign Your Name) ______________________________________ (Print Your Name) Date___________________________________ (If you are a corporation or limited liability company) ____ Name of corporation or limited liability company By_____________________________________ Its__________________________________ Dates _______________________________

EXHIBIT G
STATE ADDENDA TO THE FRANCHISE AGREEMENT

ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF CALIFORNIA

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> The Franchise Agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).
>
> The Franchise Agreement requires application of the laws of Ohio. This provision may not be enforceable under California law.
>
> California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. The Federal Bankruptcy Code also provides rights to franchisee concerning termination of the Franchise Agreement upon certain bankruptcy-related events. If the Franchise Agreement is inconsistent with the law, the law will control.
>
> The Franchise Agreement requires binding arbitration. The arbitration will occur in Ohio with the cost being borne by the parties as determined by the arbitrator. Prospective franchisees are encouraged to consult with private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
>
> The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

WE:
RAPID FIRED PIZZA FRANCHISING, LLC

By____________________________________
Its ________________________________

YOU:
____

By____________________________________

By____________________________________

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Illinois Franchise Disclosure Act, 815 ILCS 705/1-44 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Illinois law governs the Franchise Agreement.

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

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

Your rights upon termination and non-renewal of a franchise agreement are set forth in section 19 and 20 of the Illinois Franchise Disclosure Act.

Payment of all initial fees owed to the franchisor will be deferred until the franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to the franchisor's financial condition.

YOUR SPOUSE MAY BE REQUIRED TO SIGN A DOCUMENT THAT MAKES YOUR SPOUSE LIABLE FOR ALL FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT, EVEN IF YOUR SPOUSE HAS NO OWNERSHIP INTEREST IN THE FRANCHISE. THIS GUARANTEE WILL PLACE BOTH YOUR AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS (PERHAPS INCLUDING YOUR HOUSE) AT RISK IF YOUR FRANCHISE FAILS.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

WE: **RAPID FIRED PIZZA FRANCHISING, LLC**	**YOU:** _______________________________
By_______________________________ Its _____________________________	By_______________________________
	By_______________________________

EXHIBIT C

LIST OF STATE ADMINISTRATORS; AGENTS FOR SERVICE OF PROCESS

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
California	Commissioner of Business Oversight California Department of Business Oversight	320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana (State Administrator)	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111 Indianapolis, IN 46204
Indiana (Agent)	Indiana Secretary of State	302 West Washington Street, Room E018 Indianapolis, IN 46204
Michigan	Michigan Department of Attorney General Consumer Protection Division	G. Mennen Williams Building, 1st Floor 525 West Ottawa Street Lansing, MI 48933

EXHIBIT D

LIST OF FRANCHISEES
AND FORMER FRANCHISEES

LIST OF RAPID FIRED PIZZA
FRANCHISED RESTAURANTS
AS OF ~~APRIL 22,~~DECEMBER 31, 2019

NAME	ADDRESS	CITY	STATE	ZIP	PHONE
Sunil Sehgal**	37120 Fremont Boulevard Suite Q	Fremont	CA	94536	650-504-4858
Matt Higgins	1645 Veterans Parkway	Jeffersonville	IN	47130	502-618-8354
Parth Patel~~*~~	8160 Mississippi St	Merrillville	IN	46410	~~Not Available~~219-525-4957
Ronnie Longacre~~*~~	412 W. Daisy Lane	New Albany	IN	47150	~~Not Available~~812-913-4081
Matthew Warnock~~*~~	850 Central Ave	Ashland	KY	41101	606-393-3061
Michael & Angela Casselman	7555 Mall Rd.	Florence	KY	41042	513-403-1963
Michael Kern/Chip Hurst*	2272 East Franklin St	Gastonia	NC	28054	Not Available
Ross Wiley	816 S. Main Street	Bowling Green	OH	43402	253-250-2605
Becky & Zach Renfrow	720 Eastgate Dr. South, Suite 100	Cincinnati	OH	45245	937-620-2967
Patrick Harder	~~6775 Dixie Hwy~~1 W. Corry Street	~~Fairfield~~Corryville	OH	~~45014~~45219	513-~~874~~872-~~9000~~1519
Patrick Harder	6775 Dixie Hwy	Fairfield	OH	45014	513-874-9000
Ross Wiley*	2040 Tiffin Ave	Findlay	OH	45480	Not Available
Stephen Collins	3646 Fishinger Rd.	Hilliard	OH	43026	614-394-8697
Ross Wiley	2185 Elida Rd.	Lima	OH	45805	419-221-4747
Patrick Harder	10101 Landing Way	Miamisburg	OH	45342	937-640-1305
Zach & Kevin Ketring	3583 Dixie Hwy	Middletown	OH	45005	513-783-4679
Patrick Harder	200 Chamber Dr Suite 150	Milford	OH	45150	513-340-4108
Patrick Harder	210 Sterling Run Blvd	Mt. Orab	OH	45154	937-444-6994
Patrick Harder	4613 Marburg Ave	Oakley	OH	45209	513-782-5062
Edward & Kyle Newsome	828 11th St (US 52)	Portsmouth	OH	45662	740-820-8800
Kevin Foley	4315 Milan Rd	Sandusky	OH	44870	419-502-4455
Kevin Foley	1200 N Bechtle St.	Springfield	OH	45504	937-505-3478
~~Jennifer & Kenneth Feichtner~~	~~12096 Montgomery Rd.~~	~~Symmes~~	~~OH~~	~~45249~~	~~513-918-2787~~
Keith Calicoat	782 S State St.	Westerville	OH	43081	614-394-8697
Michael Kern/Chip Hurst	4100 Pelham Rd	Greenville	SC	29615	937-808-4180
Michael Kern/ Chip Hurst	1707-F, John B White Sr Blvd	Spartanburg	SC	29301	864-216-8186
Dennis Buck Pedro Andrade*	1761 Hwy Suite 107	New Braunfels	TX	78132	Not Available
David Perez	121 Pat Booker Rd	Universal City	TX	78148	210-340-6365
Lance Lane/Brad Conway	4730 Taft Blvd	Wichita Falls	TX	76308	940-766-2377
~~David Perez~~Matthew Warnock*	~~121 Pat Booker Rd~~900 3rd Ave	~~Universal City~~Huntington	~~TX~~WV	~~78148~~25701	~~210-340-6365~~Not Available

Notes:
*Signed but not open.
** Indicates locations that are relocating and will re-open in 2020.

LIST OF RAPID FIRED PIZZA
FORMER FRANCHISEES AS OF DECEMBER 31, ~~2018~~2019:

NAME	CITY	STATE	PHONE

~~Nathan Liggett~~Jennifer & Kenneth Feichtner	~~Columbus~~Symmes	OH	~~740-819-3037~~

EXHIBIT E

STATE SPECIFIC APPENDIX

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF CALIFORNIA

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply.

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

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AND COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT WWW.DBO.CA.GOV.

In California local county health departments inspect restaurants and other retail food facilities to ensure compliance with safe food handling practices and adequacy of kitchen facilities.

Item 1, Additional Disclosure:

If your Restaurant offers alcoholic beverages, you must comply with the requirements set forth in the Alcoholic Beverage Control Act, and the California Code of Regulations, Title 4.

Item 3, Additional Disclosure:

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

Item 17, Additional Disclosures:

The franchise agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

The franchise agreement requires application of the laws of Ohio. This provision may not be enforceable under California law.

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

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

The franchise agreement requires binding arbitration. The arbitration will occur in Ohio with the cost being borne by the parties as determined by the arbitrator. Prospective franchisees are encouraged to consult with private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

ILLINOIS ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Illinois Franchise Disclosure Act, 815 ILCS 705/1-44 applies, the terms of this Addendum apply.

Items 5 and 7, Additional Disclosures:

Payment of all initial fees owed to the franchisor will be deferred until the franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to the franchisor's financial condition.

Item 17, Additional Disclosures. The following statements are added to Item 17:

Illinois law governs the Franchise Agreement.

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

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

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

YOUR SPOUSE MAY BE REQUIRED TO SIGN A DOCUMENT THAT MAKES YOUR SPOUSE LIABLE FOR ALL FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT, EVEN IF YOUR SPOUSE HAS NO OWNERSHIP INTEREST IN THE FRANCHISE. THIS GUARANTEE WILL PLACE BOTH YOUR AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS (PERHAPS INCLUDING YOUR HOUSE) AT RISK IF YOUR FRANCHISE FAILS.

EXHIBIT F

AREA DEVELOPERS

AREA DEVELOPERS AS OF ~~APRIL 22,~~December 31, 2019

Owner/Entity and Phone Number	Territory	Business Experience
Sunil Sehgal (650) 504-4858	California	Sunil Sehgal has been an Area Developer since March of 2019.
Kevin Johnson (732) 995-6700 Louis Neos (917) 681-5046	Georgia and Florida	Kevin W. Johnson has been our Area Developer since June 2018. Mr. Johnson was a Verizon IT Software Engineer for 27 years with a Bachelor in Science for Business Administration and Masters in Science in Management Information Systems. Mr. Johnson is also Co-Owner, COO, and Senior Director of Franchising of 4th Qtr Boyz LLC & 4th Qtr Franchising located at 1015 SE 15th Street, Deerfield Beach, Florida 33441. Louis Neos has been our Area Developer since June 2018. Mr. Neos is Owner of AmeriCore Cutting & Drilling LLC located in New York, New York. Mr. Neos is also Co-Owner and CEO/CFO of 4th Qtr Boyz LLC & 4th Qtr Franchising located at 1015 SE 15th Street, Deerfield Beach, Florida 33441.
Twin RFP, LLC Matt Higgins (502) 618-8354	Indiana and Kentucky	Matt Higgins has been an Area Developer since January 2017. Mr. Higgins has been the President/CEO of TW-Indiana, LLC since January1981 and President of Tumbleweed, Inc. since December 2007. These entities operate Tumbleweed® Tex-Mex Grill and Margarita Bar in Kentucky, Ohio, and Indiana.
Pie Guys Development, LLC (864) 415-3354 Michael Kern Conrad Hurst	North Carolina and South Carolina	Michael Kern has been an Area Developer since March 2017. From 2011 until September 2014, Mr. Kern was the Chief Executive Officer of Long John Silvers in Louisville, Kentucky. Conrad "Chip" Hurst has been an Area Developer since March 2017. Mr. Hurst was a commercial real estate broker and developer from 1996 until 2017 and an mergers and acquisitions advisor from 2013 until 2017.
Ross Wiley (419) 221-4747	Ohio	Since June 2016, Ross Wiley has operated Rapid Fired Pizza Restaurants in Bowling Green and Lima, Ohio. Mr. Wiley has been an Area Developer since June 2017. Mr. Wiley was employed by the Coast Guard in Fort Bragg, California for 10 years from 2006 - 2016.
~~Dessiree Bennett~~ ~~(305) 606-0009~~	~~Counties in Pennsylvania, West Virginia, and Maryland.~~	~~Mrs. Bennett and Mrs. Gasparich have been our Area Developers since January of 2018.~~

Owner/Entity and Phone Number	Territory	Business Experience
~~Dianne Gasparich~~ ~~(305) 606-0009~~		
David Perez (210) 340-6365	Texas	David Perez has been an Area Developer since August 2017. Mr. Perez also has been a Project Manager with Irish Ideas, Inc. in San Antonio, Texas since August 2010.
Ed Newsome (740) 820-8800	West Virginia	Mr. Newsome has been our Area Developer since April of 2018.

None of the individuals listed above have any litigation required to be disclosed in Item 3 or any bankruptcy information required to be disclosed in Item 4.

EXHIBIT G

STATE EFFECTIVE DATES AND RECEIPTS

State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	**Effective Date**
California	Pending
Illinois	Pending
Indiana	Pending
Michigan	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

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

If Rapid Fired Pizza Franchising, LLC ("RFPF") offers you a franchise, RFPF must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, RFPF or its affiliate in connection with the proposed franchise sale. Iowa and New York require that RFPF give you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that RFPF 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 RFPF does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and those state administrators listed on **Exhibit C**.

Issuance Date: ~~April 22, 2019~~June 12, 2020

The franchisor is Rapid Fired Pizza Franchising, LLC, located at 2795 Culver Avenue, Kettering, OH 45429. Its telephone number is 1-800-465-9910.

RFPF's franchise sellers involved in offering and selling the franchise are~~ Matthew Curtis,~~ Kelly Gray, Jim Savakinas, Timothy Tefs, Peter Wiley and Ray Wiley, 2795 Culver Avenue, Kettering, OH 45429, 1-800-465-9910 or are listed below (with address and telephone number), or will be provided to you separately before you sign a franchise agreement: ____.

RFPF authorizes the respective state agencies identified on **Exhibit C** to receive service of process for RFPF in the particular state.

I have received a disclosure document with an issuance date of ~~April 22, 2019,~~June 12, 2020, that included the following Exhibits:

A. Financial Statements
B. Franchise Agreement (and Exhibits including State Addenda)
C. List of State Administrators/Agents for Service of Process
D. Franchisee List
E. State Specific Appendix
F. State Effective Dates and Receipts

Date: ____________________
(Do not leave blank)

____
(Print Name of Prospective Franchisee (For Entity))

By:____
Its:____

Signature____________________________________

____
(Print Name of Prospective Franchisee (For Individuals))

Signature______________________________________

Copy for Franchisee

RECEIPT

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

If Rapid Fired Pizza Franchising, LLC ("RFPF") offers you a franchise, RFPF must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, RFPF or its affiliate in connection with the proposed franchise sale. Iowa and New York require that RFPF give you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that RFPF 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 RFPF does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and those state administrators listed on **Exhibit C**.

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RFPF's franchise sellers involved in offering and selling the franchise are ~~Matthew Curtis,~~ Kelly Gray, Jim Savakinas, Timothy Tefs, Peter Wiley and Ray Wiley, 2795 Culver Avenue, Kettering, OH 45429, 1-800-465-9910 or are listed below (with address and telephone number), or will be provided to you separately before you sign a franchise agreement: ____.

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A. Financial Statements
B. Franchise Agreement (and Exhibits including State Addenda)
C. List of State Administrators/Agents for Service of Process
D. Franchisee List
E. State Specific Appendix
F. State Effective Dates and Receipts

Date: ____________________
(Do not leave blank)

____
(Print Name of Prospective Franchisee (For Entity))

By:____
Its:____

Signature____________________________________

____
(Print Name of Prospective Franchisee (For Individuals))

Signature____

Please sign and date both copies of this receipt, keep one copy (the previous page) for your records, and mail one copy (this page) to the address listed on the front page of this disclosure document or send to Ray Wiley by email to ray@rapidfiredpizza.com or by fax to 513-824-8101.

Copy for Rapid Fired Pizza Franchising, LLC