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FRANCHISE DISCLOSURE DOCUMENT

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RedBrickPizza™
KITCHEN CAFE

RED BRICK PIZZA FC LLC
A Texas, limited liability company
2811 McKinney Avenue, Suite 354
Dallas, Texas 75204
214-302-5912
www redbrickpizza com
www rbpcafe com

You will operate a Cafe that features a casual atmosphere and offers high quality, fire-roasted gourmet pizzas and other menu items for dine-in consumption and take-out service under the trade name RED BRICK PIZZA This disclosure document describes two types of franchise offerings the RED BRICK PIZZA Cafe and the RED BRICK PIZZA Special Venue Cafe

The total investment necessary to begin operation of a RED BRICK PIZZA Cafe ranges from $316,400 to $538,200 This includes the $47,000 that must be paid to the franchisor or an affiliate

The total investment necessary to begin operation of a RED BRICK PIZZA Special Venue Cafe ranges from $201,400 to $433,700 This includes the $32,000 that must be paid to the franchisor or an affiliate

If you are acquiring development rights under our Cafe Development Program, we require a commitment to develop at least two Cafes You will sign our Cafe Development Agreement and, upon signing, you will pay us a development fee equal to the initial franchise fees due for the Cafes you commit to develop At the time you sign our Cafe Development Agreement, you will pay us a development fee equal to the initial franchise fees due for the Cafes you commit to develop For example, if you commit to develop two RED BRICK PIZZA Cafes, and your first Cafe will be a standard Cafe (assuming that the military veteran discount does not apply), the minimum development fee will be $30,000 + $15,000 = $45,000 If your first Cafe is a RED BRICK PIZZA Special Venue Cafe, then the minimum development fee will be $15,000 + $15,000 = $30,000

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 payments to, the franchisor or an affiliate in connection with the proposed franchise sale **Note, however, that no government agency has verified the information contained in this document**

You may 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 Rudy Frederico at 2811 McKinney Avenue, Suite 354, Dallas, Texas 75204 or 214-302-5949

The terms of your contract will govern your franchise relationship Do not 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 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 listed on Exhibit G or visit your public library for other sources of information on franchising

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

Issuance Date March 14, 2017

STATE COVER PAGE

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

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

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

Please consider the following RISK FACTORS before you buy this franchise

1 THE FRANCHISE AGREEMENT AND CAFE DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND LITIGATION, ONLY IN DALLAS, TEXAS OUT OF STATE MEDIATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST MORE TO LITIGATE WITH US IN TEXAS THAN IN YOUR HOME STATE

2 THE FRANCHISE AGREEMENT AND CAFE DEVELOPMENT AGREEMENT STATE THAT TEXAS LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS

3 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

4 THE FRANCHISEE WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM $201,400 TO $538,200 THIS AMOUNT EXCEEDS THE FRANCHISOR'S MEMBERS' EQUITY AS OF DECEMBER 25, 2016, WHICH IS A DEFECIT OF $494,325

5 PLEASE NOTE THAT 53 0% OF RED BRICK PIZZA FC LLC'S ASSETS ARE INTANGIBLE YOU MAY WANT TO TAKE THIS INTO CONSIDERATION WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE OPPORTUNITY

6 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

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

Effective Date See State Effective Dates Page

MICHIGAN NOTICE

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

(a) A prohibition against you joining an association of franchisees

(b) A requirement that you assent to a release, assignment, novation, waiver or estoppel which would deprive you of rights and protections provided under the Michigan Franchise Investment Law This does not preclude you, after entering into a franchise agreement, from settling any and all claims

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

(d) A provision that permits the franchisor to refuse to renew your franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration, of your inventory, supplies, equipment, fixtures and furnishings Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation This provision applies only if

(i) The term of the franchise is less than five years, and

(ii) You are prohibited by the Franchise Agreement 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 if you do not receive at least six months advance notice of the franchisor's intent not to renew the franchise

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

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

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

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

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

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

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

(h) A provision that requires you to resell to the franchisor items that are not uniquely identified with the franchisor This does not prohibit a provision that grants the franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a *bona fide* third party willing and able to purchase those assets, nor does it 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 you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in (c), above

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

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

Any questions concerning this notice should be directed to the Michigan Department of Attorney General, Consumer Protection Division, Franchise Section, 525 W Ottawa Street, G Mennen Williams Building, 1st Floor, Lansing, Michigan 48913, (517) 373-7117

RED BRICK PIZZA FC LLC

STATE EFFECTIVE DATES

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

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

State	Effective Date
California	
Illinois	
Indiana	
Maryland	
Michigan	
New York	
Virginia	
Washington	

In all other states, the effective date of this Franchise Disclosure Document is March 14, 2017

RED BRICK PIZZA FC LLC
FRANCHISE DISCLOSURE DOCUMENT

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

To simplify the language in this disclosure document, "we", "us" or "our" means Red Brick Pizza FC LLC, a Texas limited liability company, the franchisor "You" means the business entity, person or persons who sign the Franchise Agreement, the franchisee If the franchisee is a corporation, a limited liability company, or other entity, the term "you" *does not include the entity's principals unless otherwise stated*

<u>The Franchisor, and Any Parents, Predecessors and Affiliates</u>

We are a limited liability company formed under the laws of the State of Texas on July 25, 2013 We maintain our principal business address at 2811 McKinney Avenue, Suite 354, Dallas, Texas 75204 We do business only under our corporate name and under the trade name and service mark "RED BRICK PIZZA," "RED BRICK," and "RED BRICK PIZZA KITCHEN CAFE" We grant qualified candidates the right to develop RED BRICK PIZZA cafe franchises, as described in this disclosure document We have never operated a business of the type being franchised and do not engage in any other business activities Our agents for service of process are listed in <u>Exhibit G</u>

We are a wholly-owned subsidiary of Red Brick Pizza LLC ("RBP LLC"), which owns the trademarks and other intellectual property relating to the RED BRICK PIZZA® franchise system RBP LLC shares our principal business address at 2811 McKinney Avenue, Suite 354, Dallas, Texas 75204 RBP LLC has never offered franchises in any line of business

RBP LLC acquired substantially all of its assets from Red Brick Pizza Worldwide, Inc ("RBPW), whom we consider to be our predecessor, in an asset transaction that closed on October 10, 2013 Before the acquisition, RBPW maintained its principal business at 40320 Nido Court, Suite 2-B, Palmdale, California 93551 RBPW is a California corporation RBPW and/or its affiliate offered franchises for RED BRICK PIZZA cafes from 1999 through the date of the acquisition As of the date of the acquisition, there were 18 RED BRICK PIZZA cafe franchises operating in the United States

We have never offered franchises in any other line of business, but certain of our affiliates offer franchises for other businesses

- Our affiliate, Red Mango FC, LLC ("RMFC") franchises the operation of RED MANGO stores, which feature the sale of authentic frozen yogurt, yogurt and non-yogurt based smoothie beverages, fresh-squeezed fruit and vegetable juices, health foods, cafe items (e g , wraps, salads, soups, flatbreads) and related products and services Pursuant to a licensing agreement with our affiliate, Smoothie Holdings, LLC, RMFC also licenses its franchisees the right to offer and sell SMOOTHIE FACTORY products according to a RED MANGO-SMOOTHIE FACTORY Co-Brand Amendment RMFC has been offering RED MANGO franchises since July 2007, and has been offering RED MANGO-SMOOTHIE FACTORY Co-Brand licenses since December 2013 As of December 25, 2016, there were 112 franchised RED MANGO stores in the United States, 23 of which are co-branded with SMOOTHIE FACTORY RMFC has never engaged in any other business

- Our affiliate, Smoothie Holdings FC, LLC ("SHFC") franchises the operation of SMOOTHIE FACTORY stores in the United States, which feature non-alcoholic, fruit-based smoothie beverages, health foods, and vitamin and nutritional supplements Pursuant to a licensing agreement with our affiliate, Red Mango LLC, SHFC also licenses its franchisees the right to offer and sell RED MANGO products according to a SMOOTHIE FACTORY-RED MANGO Co-Brand Amendment SHFC has been offering SMOOTHIE FACTORY franchises and RED MANGO Co-Brand licenses since September 2013 As of December 25, 2016, there were 31 franchised SMOOTHIE FACTORY franchises operating in the United States, none of which are co-branded with RED MANGO SHFC has never engaged in any other business

- Our affiliate, Greenz Salads FC, LLC ("GSFC"), franchises the operation of GREENZ restaurants, which feature gourmet salads, soups, sandwiches, wraps, side dishes, desserts and beverages GFC has been offering these franchises since April 2014 As of December 25, 2016, there were no franchised GREENZ restaurants operating in the DFW area of Texas GSFC has never engaged in any business other than operating and franchising the operation of GREENZ restaurants

- Our affiliate, Souper Salad FC, LLC ("SSFC"), franchises the operation of SOUPER SALAD restaurants, which feature an all-you-can-eat buffet of fresh-cut salads and handcrafted soups, breads, desserts and beverages SSFC has been offering these franchises since September 2014 As of December 25, 2016, there were 28 franchised SOUPER SALAD restaurants operating in the United States SSFC has never engaged in any business other than operating and franchising the operation of SOUPER SALAD restaurants

Each of our affiliates shares our principal business address at 2811 McKinney Avenue, Suite 354, Dallas, Texas 75204

The RED BRICK PIZZA Franchise

We franchise the operation of a cafe ("Cafe") that features a casual atmosphere and offers a menu of high quality, fire-roasted gourmet pizzas, fresh chopped salads, gourmet Italian gelato, FHAZANI®, and other items under the service mark "RED BRICK PIZZA " We call this the "Franchised Business " We have been offering franchises of the type described in this disclosure document since December 2013 We have never operated a business of the type being franchised, and do not engage in any other type of business

You will operate the Cafe according to our proprietary business format and system (the "System"), the distinguishing characteristics of which include interior and exterior trade dress, use of our proprietary recipes and equipment, standards and specifications for Cafe operations and food preparation, packaging, and presentation, and other standards, specifications, policies, and procedures for operating a RED BRICK PIZZA Cafe The Cafe will be identified by certain trade names, service marks and trademarks, including the principal mark "RED BRICK PIZZA" (the "Marks")

This disclosure document describes two types of franchise offerings

- A RED BRICK PIZZA Café, that occupies approximately 1,200 to 1,800 square feet of commercial space, and typically is located on a major thoroughfare, in or adjacent to a retail strip mall, or in an urban storefront
- A RED BRICK PIZZA Special Venue Cafe, that typically occupies 250 to 800 square feet of commercial space, and typically operates in a food court or kiosk located within an enclosed shopping mall, college campus, medical facility, hospitality, or other closed market environment

In this disclosure document, the term "Cafe" includes RED BRICK PIZZA Cafes and RED BRICK PIZZA Special Venue Cafes, unless otherwise indicated

You will operate the Franchised Business according to our standard Franchise Agreement (see Exhibit A) and our standards, specifications, policies and procedures that will be communicated to you via our Confidential Operations Manual and other written directives (collectively, our "Manuals")

If we approve your application to develop multiple Cafes (minimum of two) in a defined geographic area, you will sign our standard Cafe Development Agreement (see Exhibit B) The Cafe Development Agreement will define your protected area (the "Development Area"), the number of Cafes to be developed, and the development timetable (the "Development Schedule") When you sign the Cafe Development Agreement, you also will sign our current Franchise Agreement (see Exhibit A) for the first Cafe to be developed For each additional Cafe that you develop under the Cafe Development Agreement, you will sign our then-current form of Franchise Agreement, which may be materially different than our current form, and may contain materially different economic and non-economic terms

Market and Competition

The market for restaurant services is well-established and highly competitive There is active price competition among restaurants, as well as competition for management personnel and for attractive commercial real estate sites suitable for restaurants You will compete with other restaurants offering a wide variety of menu items and alcoholic

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and non-alcoholic beverages and other competing concepts Competitors may be locally-owned or large, regional or national chains The restaurant business is also affected by changes in consumer taste, demographics, traffic patterns, and economic conditions

Industry Specific Regulations

The restaurant/bar industry is regulated on the Federal, state, and local levels The preparation and handling of food is federally regulated by the Pure Food and Drugs Act of 1906, the Federal, Food, Drug, and Cosmetic Act, and by rules and policies of the Food and Drug Administration The U S Food and Drug Administration regulates the preparation of food and sanitary conditions of restaurant facilities State and local agencies routinely conduct inspections for compliance with these requirements State requirements relating to food, health and safety typically pertain to sanitation and food handling Local inspectors may also enforce sanitation and food handling rules created on the state and/or local level

The sale of alcoholic beverages is heavily regulated by state and local authorities, and all RED BRICK PIZZA Cafes must be licensed for such sale

In addition, the Menu Labeling Provisions of the Patient Protection and Affordable Health Care Act require certain restaurants and retail food establishments to post caloric information on menus and menu boards, and to provide additional written nutrition information available to consumers upon request

In addition to these laws, regulations and ordinances that apply to businesses generally, such as the Americans with Disabilities Act, Federal Wage and Hour Law, and the Occupation, Health and Safety Act Under the Clean Air Act and state implementing laws, certain state and local areas are required to attain, by the applicable statutory guidelines, the national air quality standards for ozone, carbon monoxide and particulate matters Certain provisions of these laws impose caps on emissions resulting from commercial food preparation

A number of states and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of RED BRICK PIZZA Cafe, including those which (1) establish general standards, specifications and requirements for the construction, design and maintenance of the Cafe, (2) regulate matters affecting (i) the health, safety and welfare of your customers, such as general health and sanitation requirements for the physical premises, (ii) employee practices concerning the storage, handling, cooking and preparation of food (iii) restrictions on smoking, and (iv) availability of and requirements for public accommodations, including restrooms, (3) set standards pertaining to employee health and safety, (4) set standards and requirements for fire safety and general emergency preparedness, (5) govern the use of vending machines, and (6) regulate the proper use, storage and disposal of waste, insecticides, and other hazardous materials

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 Chief Operating Officer Craig Erlich

Mr Erlich has served as our President and Chief Operating Officer since November 2016 Mr Erlich has also served as Chief Operating Officer of our affiliates, RMFC and SHFC, in Dallas, Texas, since January 2015, and prior to that he held various positions with RFMC, in Dallas, Texas, since March 2013 Mr Erlich was Vice President of Easter Seals NY from May 2011 to March 2013, and Regional Manager for CVS Caremark from August 2004 to May 2011 for the New York Metro Market

Chief Financial Officer Richard Jensrud

Mr Jensrud has served as our Chief Financial Officer since our inception in July 2013 Mr Jensrud also held various financial positions with our affiliate, RMFC, and its parent, Red Mango, LLC, both in Dallas, Texas, since July 2008, and has served as RMFC's Chief Financial Officer since August 2011 He also has served as Chief Financial Officer of SHFC, in Dallas, Texas, since July 2013

Chief Legal Officer Melitha Lynn Brown

Ms Brown has served as our Chief Legal Officer since our inception in July 2013 Ms Brown also has served as Chief Legal Officer of RMFC, and its parent, Red Mango, LLC, both in Dallas, Texas, since May 2011, and as Chief Legal Officer of SHFC, in Dallas, Texas, since July 2013 She served as a part-time Business Affairs and Products consultant for Blockbuster, LLC, in McKinney, Texas from April 2011 until January 2012 From August 1997 to April 2011, she was employed as in-house counsel for Blockbuster Inc, in Dallas, Texas Ms Brown served as an Associate Corporate Counsel for Blockbuster Inc until September 2008 when she transitioned to serve as Blockbuster's Vice President, Legal & Digital Content

Chief Marketing Officer and Vice President Franchise Sales Jim Notarnicola

Mr Notarnicola has served as our Chief Marketing Officer and Vice President Franchise Sales since our inception in July 2013 Mr Notarnicola also held various marketing positions with our affiliate, RMFC, and its parent, Red Mango, LLC, both in Dallas, Texas, since July 2008, SHFC, and its parent, Smoothie Holdings, LLC, both in Dallas, Texas, since July 2013, and Souper Salad FC, LLC, and its parent, Souper Salad, LLC, both in Dallas, Texas since August, 2014

ITEM 3
LITIGATION

Pending

As of December 25, 2016, there are no pending actions

Concluded

Highlander Venture, Inc, Steven Macillas and Mary Macillas v Red Brick Pizza FC, LLC, Red Brick Pizza LLC, Brix Holdings, LLC, Red Brick Pizza, Inc and James Minidis, In the Superior Court of California, Sacramento County, Case No 34-2015-00187456 On December 2, 2015, Plaintiffs, former franchisee, sued former owner/founder, Jim Minidis, our predecessor, Red Brick Pizza Inc, and us, alleging breach of contract, breach of implied covenant of good faith and fair dealing, intentional misrepresentation, negligence and negligent misrepresentation, unfair competition, unfair business practices, and unjust enrichment According to the Complaint, the plaintiffs seek an unspecified amount of damages "estimated to exceed $1,000,000" The parties have agreed to move this case to arbitration as the franchise agreement specifies, but an arbitration demand has not yet been filed We intend to vigorously defend this claim The parties entered into a Settlement Agreement dated on or about August 23, 2016, under which we agreed to pay Plaintiffs $90,000, and the parties agreed to mutual releases

Red Brick Pizza LLC, Red Brick Pizza FC LLC v Gannon RBP, Inc, Lisa Gannon, John T Gannon, Jonathan A Gannon, Connie Gannon, In the San Luis Obispo County Superior Court (Case No 14-CVP0093), Red Brick Pizza, LLC et al v Gannon RBP, Inc, et al, JAMS Reference Number 1310021453, Dallas, TX, and Gannon RBP, Inc, Lisa Gannon, John T Gannon, Jonathan A Gannon, Connie Gannon v Red Brick Worldwide, Inc, JAMS Reference Number 1220049149, Los Angeles, CA After we acquired the franchise system, on April 9, 2014, we sued a former RED BRICK PIZZA franchisee and its principals (the "Gannon defendants") in California state court for prematurely terminating the franchise agreement, for collection of unpaid franchise and other fees, and for trademark infringement, unfair competition and misappropriation of trade secrets based on continued use of certain of our marks and properties in connection with the operation of a competing business On June 13, 2014, the Gannon defendants filed a demurrer and moved to compel arbitration. We agreed to proceed with all claims in arbitration, dismissed the state court complaint, and filed a demand for arbitration on July 21, 2014 On August 27, 2014, the Gannon

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defendants filed a demand for arbitration against our predecessor, Red Brick Pizza Worldwide, Inc asserting claims of breach of contract claim, breach of an implied covenant of good faith and fair dealing, and unfair business practices claiming that our predecessor failed to provide support and services as required by the franchise agreement The parties entered into a Settlement Agreement with an effective date of October 30, 2015, under which the Gannon Defendants agreed to pay us $40,000, and the parties agreed to mutual releases

Blue Mako, Inc v Jim Minidis, Lynn Minidis, Red Brick Pizza Worldwide, Inc , Red Brick Pizza, Inc , et al , In the General Court of Justice, Superior Court Division, North Carolina (Case No 06-CvS-3599) On or about March 9, 2006, Blue Mako Incorporated, a former master franchisee of our predecessor, sued our predecessor, its affiliate, and Mr and Mrs Minidis, alleging fraudulent misrepresentation, negligent misrepresentation, breach of the covenant of good faith and fair dealing, and other claims in connection with the sale of the master franchise opportunity The case was removed to federal court, and transferred to the Central District of California, Blue Mako Incorporated v Jim Minidis, Lynn Minidis, Red Brick Pizza Worldwide, Inc , Red Brick Pizza, Inc , et al, United States District Court for the Central District of California, Western Division (Case No CV-07-916 (SHx)) On July 18, 2008, the parties settled their dispute pursuant to the terms of a settlement agreement under which the plaintiffs were required to return all RED BRICK PIZZA menus, manuals, and proprietary items, and the parties exchanged mutual releases

Other than these three actions, no litigation is required to be disclosed in this Item

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item

ITEM 5
INITIAL FEES

Initial Franchise Fee

When you sign the Franchise Agreement you will pay us an initial franchise fee Except for the differences described below, the initial franchise fee is uniform for all new franchisees Some of our existing franchisees, however, have the right to develop additional Cafes under existing agreements and on different terms

RED BRICK PIZZA Cafe – the initial franchise fee is $30,000, or $15,000 if you qualify for the military veteran's program discount or for the discount presently available to qualified existing RED BRICK PIZZA franchisees

- The military veteran's discount is available to veterans who have received a discharge (other than dishonorable) as well as any active-duty personnel If the franchisee is a corporation, limited liability company, or other legal entity, the veteran participant must maintain at least 51% ownership interest in the entity to qualify for this discount To apply for the discount, you must provide us a copy of form DD-214, reflecting your military status, before the Franchise Agreement is signed The military veteran's discount is only available on the first Cafe opened, any subsequent Cafes opened by a military veteran franchisee may be eligible for the discount presently available to qualified existing RED BRICK PIZZA franchisees
- The qualified existing franchisee discount is available to RED BRICK PIZZA franchisees who are in good standing under their existing franchise agreements

RED BRICK PIZZA Special Venue Cafe – the initial franchise fee is $15,000 The military veteran's discount is not available on RED BRICK PIZZA Special Venue Cafes

Except for the refund available under the Site Finder Guaranty Program, described below, the initial franchise fee is nonrefundable upon payment

Cafe Development Agreement

If you are acquiring multi-unit development rights, we require you to comment to develop at least two Cafes You will sign our Cafe Development Agreement and pay us a development fee equal to the sum of initial franchise fees that correspond to the proposed development

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The initial franchise for the first Cafe developed will be the single unit fee, described above, and the initial franchise fee for each additional Cafe will be $15,000, regardless of the type of Cafe developed For example, if you commit to develop five RED BRICK PIZZA Cafes, and your first Cafe will be a standard Cafe (assuming that the military veteran discount does not apply), the development fee will be $90,000 ($30,000 + [$15,000 x 4] = $90,000) If your first Cafe is a RED BRICK PIZZA Special Venue Cafe, then the development fee will be $75,000 ($15,000 + $15,000 x 4 = $75,000)

As each Franchise Agreement is signed under the Cafe Development Agreement, we will credit a portion of the development fee payment toward the initial franchise fee due under the Franchise Agreement Therefore, if the development fee is fully paid, you won't need to pay an additional initial franchise when you sign a Franchise Agreement for a Cafe to be developed under the Cafe Development Agreement, but you will need to pay other initial fees such as the Project Management Fee and the New Store Marketing Plan Fee, described below

Except for the refund available under the Site Finder Guaranty Program, described below, the development fee is nonrefundable upon payment

Site Finder Guaranty Program

We currently are offering a Site Finder Guaranty Program in most areas of the country This is a limited time promotion available only to new and existing franchisees who are signing new Franchise Agreements We may modify or discontinue this program at any time and, as markets become developed, we may further limit the jurisdictions in which it is offered

Under the Site Finder Guaranty Program, we will refund your initial franchise fee and Project Management Fee payment without interest if you do not acquire a site (by purchase or lease), or if you have not entered into a letter of intent to acquire a site (by purchase or lease) within 12 months after the Effective Date of the Franchise Agreement To qualify for the refund, you must be seeking a site within 50 miles of your desired location through the assistance of our designated tenant representative consulting firm, and must follow our refund procedures, which include applying for the refund no earlier than 12 months and no later than 13 months after the Effective Date of the Franchise Agreement and signing our form of termination agreement and general release

The Site Finder Guaranty Program generally does not apply to Franchise Agreements signed under a Cafe Development Agreement If, however, you sign a Cafe Development Agreement during the promotion period for Cafes that otherwise qualify for the promotion, and if, within 12 months of the Effective Date of the Cafe Development Agreement, you do not acquire a site for the first Cafe, we will refund the development fee and any Project Management Fee payments if you follow our procedures, which include signing our form of termination agreement for both the Cafe Development Agreement and Franchise Agreement and general release The Site Finder Guaranty Program will not apply to the second or any subsequent Cafes under any Cafe Development Agreement The Site Finder Guaranty also does not apply to RED BRICK PIZZA Special Venue Cafes

Site Selection Fee

In most cases we will require you to pay us a $3,500 Site Selection Fee when you sign a Franchise Agreement In consideration for this payment, we or our recommended service provider will guide you through the site selection and lease negotiation process Ultimate site selection, however, is solely your responsibility and our services will not replace the need for you to hire your own commercial real estate professionals (including a real estate attorney to review and negotiate your lease) The Site Selection Fee is nonrefundable upon payment, even if you qualify for a refund of the initial franchise fee under our Site Finder Guaranty Program, described above

We will collect the Site Selection Fee on behalf of our internal development management team or our designated tenant representative consulting firm

Project Management Fee

In most cases we will require you to pay us a Project Management Fee when you sign a Franchise Agreement In consideration for this payment, we or our recommended service provider will provide space planning and construction coordination assistance Cafe development, however, remains solely your responsibility and our services will not replace the need for you to hire your own general contractor and architect The Project Management Fee is $3,500 The Project Management Fee is nonrefundable upon payment unless you qualify for a refund of the initial franchise fee under our Site Finder Guaranty Program, described above, in which event you will receive a refund of the Project Management Fee paid to us along with a refund of the initial franchise fee

We will collect the Project Management Fee on behalf of our internal development management team or our designated tenant representative consulting firm

New Store Marketing Plan Fee

When you sign your Cafe lease or on the date by which you are required to have acquired a site, whichever occurs first, you will pay us a New Store Marketing Plan Fee, which we will spend in your market area to promote your Cafe The New Store Marketing Plan Fee is $10,000 for all types of Cafes This payment generally is uniform for all franchisees, but we have negotiated this requirement based on the specific marketing needs of a particular Cafe We will refund unexpended portions of this payment if the Cafe does not open for business

ITEM 6
OTHER FEES[1]

Franchise Agreement

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	RED BRICK PIZZA Cafe 5% of Gross Revenue	Weekly	If you are building a new RED BRICK PIZZA Cafe in the United States, Royalty Fee payments will be deferred during the first six months of operation according to the terms of the Royalty Fee Deferral Addendum If you are acquiring an existing Cafe, or if your Cafe will be located outside the United States, the deferral will not apply If, during the reduced royalty period, you default in your development obligations or under any franchise agreement, the royalty rate increases to 5% of Gross Revenues
	RED BRICK PIZZA Special Venue Cafe 5% of Gross Revenue	Weekly	If you are building a new Special Venue Cafe in the United States, Royalty Fee Payments will be deferred during the first six months of operation according to the terms of the Royalty Fee Deferral Addendum If you are acquiring an existing Cafe, or if your Cafe will be located outside the United States, the deferral will not apply
Marketing Allocation (Brand Development Fund and Local Marketing)	RED BRICK PIZZA Cafe 3% of Gross Revenue	Weekly	RED BRICK PIZZA Cafe – We can require that all or a portion of the Marketing Allocation be contributed to our Brand Development Fee, the remainder must be spent on local

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Type of Fee	Amount	Due Date	Remarks
			marketing We currently require you contribute 2% of Gross Revenue to the Brand Development Fund and spend 1% of Gross Revenue on local marketing We also may require you to contribute all or a portion of your local marketing dollars to a regional or local advertising cooperative
	RED BRICK PIZZA Special Venue Cafe 1% of Gross Revenue	Weekly	RED BRICK PIZZA Special Venue Cafe – We require you to contribute 1% of Gross Revenue to the Brand Development Fund and recommend, but do not require, that you spend 1% on local marketing
Related Promotional Costs	Varies per promotion	On demand	You must participate, at your expense, in any loyalty programs, prize promotions, meal deals, test marketing programs, and/or any other such promotional campaign that we designate There is no limit to the number or related costs of such programs that we may require
Late Charges	18% per year or the highest amount allowed by law, calculated weekly	Continues to accrue until paid	
Technical Services Fee	Amount we determine, currently, $150 per Accounting Period	Once per Accounting Period (i e , four-week period)	This fee applies to our gift card processing, loyalty program processing and online ordering functionality Currently, our third party vendor(s) are not set up with our franchisees to invoice and collect these fees At some point, these fees may be charged and collected directly between our third party vendor(s) and our franchisees
Charge for Nonpayment due to "Nonsufficient Funds" ("NSF")	$50 (which will increase to $100 for any second or more NSF during any rolling 12 month period) plus reimbursement of our costs and expenses from your non-payment	On demand	
Initial Training and any Additional Training	Currently, $1,500 (per person)	On demand	With respect to your first Cafe, we will initially train two persons at no cost to you, provided that you are responsible for all travel, lodging and

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Type of Fee	Amount	Due Date	Remarks
			dining costs incurred by your managers and/or employees in connection with the training You must pay us the $1,500 per person training fee if we train additional persons for you
Opening Assistance	Travel, lodging and dining costs of the individual we assign to provide opening assistance to you	Upon demand	We are required to provide five days of opening assistance only with respect to your first Cafe
Additional Cafe Opening Assistance	$1,500 per each individual we assign to provide assistance to you per day plus travel, lodging and dining costs for such individual while he/she is providing assistance	Upon demand	
Renewal Fee (Franchise Agreement)	$15,000 for RED BRICK PIZZA Cafes, or $7,500 for RED BRICK PIZZA Special Venue Cafes	Before renewal	
Transfer Fee – (payable if you are an individual transferring to a Business Entity for convenience of operation)	$1,500	Before transfer	
Transfer Fee – (payable if your Owners are transferring among themselves or transferring a minority ownership interest to one or more third parties)	$2,500	Before transfer	
Transfer Fee - (payable if you are assigning your interest in the Franchise Agreement, transferring all or substantially all of the assets of the Franchised Business, or your Owners are transferring a controlling interest)	50% of the then current initial franchise fee, per cafe format (as applicable)	Before transfer	
Extended Term Fee	An amount equal to the then-current initial	Signing of new	You may elect to purchase an extended term at the time of transfer

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Type of Fee	Amount	Due Date	Remarks
	franchise fee divided by the number of days included in the initial term, multiplied by the number of days of additional term being purchased	Franchise Agreement	
POS System Maintenance Fee	Approximately $100 per month	On demand	You must sign a maintenance agreement with the manufacturer of the POS System, and pay the annual service fees to the POS System manufacturer
Reimbursement of monies paid by us on your behalf	Varies with circumstances	On demand	Covers cost of insurance and other payments you fail to make and which we make on your behalf
Supplier Approval Fee	Varies with circumstances	On demand	You may recommend suppliers to us at any time You must pay our reasonable costs and expenses if you request us to inspect and evaluate a proposed supplier
Audit Fees and Expenses	Amount due plus costs of audit	On demand	If an audit discloses an underpayment of Gross Revenue due to us of 3% more, you must pay us the amount in error plus our costs and expenses for the audit
Technology Fee	Capped at the greater of $150 per accounting period or $1,950 per calendar year The capped fee will automatically increase by an amount not to exceed 10% of the prior year's cap	On demand	For the development and use of software, internet and communications technologies
Private or Public Offer of Securities	The greater of (a) $5,000 or (b) our costs and expenses associated with reviewing the proposed offering	Before the offering	
Costs and Attorneys' Fees	Varies with circumstances	On demand	You must reimburse us for our expenses in enforcing or terminating any agreements between us including any Franchise Agreement and/or Cafe Development Agreement

Type of Fee	Amount	Due Date	Remarks
Indemnification	Varies with circumstances	On demand	You must reimburse and pay our attorneys' fees with respect to any and all losses and expenses incurred by us arising or resulting from your operation of the Franchised Cafe
Days and Hours of Operation	$150 per day	On demand	Payable only if you fail to operate your Cafe during the minimum hours and days as specified by us in the Manual or other written directives without our prior written authorization or permission Subject to the local market, real estate restrictions, and Franchisor's discretion, most Franchised Cafes are required to be open daily from 11 00 AM until 9 00 PM or 10 00 PM and are required to operate for a minimum of 70 to 77 hours per week
Liquidated Damages	Present value of average Royalty Fees calculated through the end of the term and discounted to present value	On demand	Payable only if you prematurely close the Cafe or if we terminate the Franchise Agreement on account of your material breach

Cafe Development Agreement

Type of Fee	Amount	Due Date	Remarks
Renewal Fee	$15,000 per Cafe to be developed during the renewal term	Before renewal	Payable only if you renew your development rights upon completion of your initial development schedule
Assignment of Franchise Rights	$2,500	Before you sign the Franchise Agreement	Payable only if you assign your right to enter into a Franchise Agreement to an Affiliate
Transfer Fee – (payable if you are an individual transferring to a Business Entity for convenience of operation)	$1,500	Before transfer	See Item 17 for more information about restrictions and conditions of transfer
Transfer Fee – (payable if your Owners are transferring among themselves or transferring a minority ownership interest to one or more third parties)	$2,500	Before transfer	See Item 17 for more information about restrictions and conditions of transfer

Type of Fee	Amount	Due Date	Remarks
Transfer Fee - (payable if you are assigning your interest in the Cafe Development Agreement, or your Owners are transferring a controlling interest)	$15,000 plus our related expenses	Before transfer	See Item 17 for more information about restrictions and conditions of transfer

Notes

Note 1 All fees are imposed by and are payable to us, unless otherwise noted Except as noted with respect to the Site Selection Fee, Project Management Fee and Technical Services Fee, we do not impose or collect any other fees or payments for any third party Any fees paid to us are nonrefundable unless otherwise noted All fees are uniformly imposed, although we may reduce, defer or waive such fees if and when we determine that it is warranted by a unique or compelling situation

Note 2 "Gross Revenue" means all revenue from the sale of all products and services related to the Franchised Business (regardless of whether such products are served at the Franchised Business or elsewhere), and all other income of every kind and nature related to the Franchised Business including, without limitation, catering income and proceeds of business interruption insurance, whether for cash or credit, and regardless of collection in the case of credit, less any sales taxes or other taxes collected by you from your customers for transmittal to the appropriate taxing authority and authorized discounts If any state or local taxing authority imposes a tax (other than a net income tax) on any payments you make to us, you must also pay the tax

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

RED BRICK PIZZA Cafe

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee[1]	$30,000	Cash	At signing	Us
Site Selection Fee[2]	$3,500	Cash	At signing	Us on behalf of our internal development management team or our designated tenant representative consulting firm
Project Management Fee[2]	$3,500	Cash	At signing	Us on behalf of our internal development team or our designated tenant representative consulting firm

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Lease Deposit and Rent[3]	$10,000 - $12,500	Cash	As required	Landlord
Architect, Engineer, Drawings[4 5]	$7,500 - $14,000	As Arranged	As incurred	Your architect and engineer
Permits[4 5]	$3,000 - $5,000	Cash	As incurred	City, county, state
Interior Improvements, General Contractor, Lighting, Tile[4 5]	$100,000 - $165,000	As arranged	As incurred	Contractors
Interior/Exterior Signage and Graphics[4 5]	$15,000 - $20,000	As arranged	As incurred	Contractor
Millwork, Smallwares, Furniture, Fixtures, Equipment[4 5]	$105,000 - $205,000	As arranged	As incurred	Approved supplier
Point of Sale System (includes Cash Register, Computer System, Set-up Fee, and First Year Support and Maintenance[5]	$6,000 - $8,000	As arranged	As incurred	Approved supplier
Initial Inventory and Supplies[6]	$5,000 - $10,000	As arranged	As incurred	Approved suppliers
Pre-opening Training Expenses[7]	$3,000 - $10,000	As arranged	Before opening	Suppliers of transportation, food and lodging, your employees
Opening Assistance[8]	$0 - $5,000	Upon demand	As incurred	Us
New Store Marketing Plan Fee	$10,000	Cash	When you sign the lease for the Cafe premises	Us

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TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
			or the date by which you are required to acquire a site, whichever is sooner	
Insurance – Liability and Workers Compensation (initial deposit)[9]	$2,400 - $14,700	Cash	Monthly premium	Insurance carriers
Professional Fees	$2,000 - $6,000	Cash	As incurred	Your attorneys and/or accountants
Additional Grand Opening Expenses[10]	$500 - $1,000	Cash	As incurred	Your employees and third-party suppliers
Additional Funds (3 months)[11]	$10,000 - $15,000	Cash	As incurred	Approved and third party suppliers, employees
Total[12]	$316,400 to $538,200			

RED BRICK PIZZA Special Venue Cafe

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee[1]	$15,000	Cash	At signing	Us
Site Selection Fee[2]	$3,500	Cash	At signing	Us on behalf of our internal development management team or our designated tenant representative consulting firm
Project Management	$3,500	Cash	At signing	Us on behalf of our

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TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Fee[2]				internal development management team or our designated tenant representative consulting firm
Lease Deposits & Rent[3]	$5,000 - $20,000	Cash	As required	Landlord
Architect, Engineer, Drawings[4 5]	$3,000 - $14,000	As Arranged	As incurred	Your architect and engineer
Permits[4 5]	$1,500 - $3,000	Cash	As incurred	City, county, state
Interior Improvements, General Contractor, Lighting, Tile[4 5]	$75,000 - $150,000	As Arranged	As incurred	Contractor
Signage and Graphics[4 5]	$6,000 - $20,000	As Arranged	As incurred	Approved supplier
Millwork, Smallwares, Furniture, Fixtures, Equipment[4 5]	$50,000 - $125,000	As Arranged	As incurred	Approved supplier
Point of Sale System (includes Cash Register, Computer System, Set-up Fee, and First Year Support and Maintenance[5]	$6,000 - $8,000	As Arranged	As incurred	Approved supplier
Initial Inventory and Supplies[6]	$5,000 - $10,000	As Arranged	Before opening	Approved supplier
Pre-opening Training Expenses[7]	$3,000 - $10,000	As Arranged	Before opening	Suppliers of transportation, food and lodging, your employees
Opening Assistance[8]	$0 - $5,000	Upon demand	As incurred	Us
New Store Marketing Plan Fee	$10,000	Cash	When you sign the lease	Us

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TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
			for the Special Venue premises or the date by which you are required to acquire a site, whichever is sooner	
Insurance - Liability and Workers compensation (initial deposit)[9]	$2,400 - $14,700	Cash	Monthly premium	Insurance carriers
Additional Grand Opening Expenses[10]	$500 - $1,000	Cash	As incurred	Your employees and third-party suppliers
Professional Fees	$2,000 - $6,000	Cash	As incurred	Your legal and accounting professionals
Additional Funds (3 months)[11]	$10,000 - $15,000	Cash	As Incurred	Approved and third party suppliers, employees
Total[12]	$201,400 - $433,700			

Notes

Note 1 The figure in the chart reflects our standard initial franchise fee We also offer discounts to veterans, to franchisees who will develop multiple Cafes under a Cafe Development Agreement, and to qualifying existing franchisees developing additional Cafes See Item 5 for more information and available discounts

Note 2 Unless we agree otherwise, you must use the services of our internal development management team or our designated tenant representative consultant/broker to assist you with site identification and qualification services, letter of intent and lease negotiation services, and design and construction coordination services for the Cafe

Note 3 You will need to rent a suitable retail site for your Cafe and the rent or lease deposit amount will vary depending on the location A security deposit and first month's rent are standard requirements to enter into a commercial lease, and the estimate above includes three months of rent and the deposit Your lease must include an addendum or rider that permits us to assume the lease if you are in default We must review and consent to the layout of each Restaurant (which must be solely in accordance with our specifications) Before the Cafe opens for business, you must conduct a final "walk through" inspection of the Cafe and complete our pre-opening checklist All checklist items must be completed before opening and the completed checklist must be submitted to us, which we will review and grant the final consent to operate You must correct any deficiencies that we note as a result of this inspection before opening A RED BRICK PIZZA Special Venue Cafe typically occupies 250 to 800 square feet of

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commercial space, and typically operates in a food court or kiosk located within an enclosed shopping mall, college campus, medical facility, hospitality, or other closed market environment

Note 4 You will need to conduct the necessary build-out of your leased space according to our requirements The amounts listed in this type of expenditure are estimates that are based on basic build out of our Cafe design but do not include many variables related to the pre-existing condition of any one location The cost of your build-out may be offset by a Tenant Improvement ("TI") allowance or rebate from the landlord, which varies depending on the tenants of each lease agreement However, you will be required in most cases to complete the build-out, satisfy all related invoices to contractors and service providers and obtain a Certificate of Occupancy in order to qualify for the TI rebate from the landlord Architectural renderings and building permits may be required for the build-out of your Cafe, the cost of which is included in these estimates Real estate and TI allowances (if any) related "conversions" would be substantially lower Construction and remodeling costs vary widely, depending upon the location, design, configuration and condition of the premises, the condition and configuration of existing services and facilities such as air conditioning, electrical and plumbing, and the terms of your lease The figures in the chart include supplier approval, a general contractor's fee (generally equal to 10% to 15% of total construction costs), contractor's insurance, materials and supplies, tools, labor and subcontractor fees, and other costs to construct leasehold improvements conforming to our standards

Note 5 Equipment, furniture, and fixtures include a designated brand and style of wood fired oven, refrigerators, freezers, food displays and holding racks, beverage dispensers, tables, chairs, serving equipment, artifacts, all interior design elements, and the POS System described in Item 11 The figures in the chart do not include the costs of air conditioning equipment Financing may be available for all or a portion of your equipment purchases You must prepare and sell all of the menu items as we designate as part of the Cafe's standard menu and provide all standard services we designate periodically If any special or additional equipment or fixtures are needed to provide those services or menu items, you must acquire that equipment or fixture, the cost of which may be significant Further, the quantity, size, type and cost of signage will vary substantially per lease space and in accordance to stipulations of each landlord and local governmental regulations These estimates include the average filing fees for obtaining the necessary sign permits

Note 6 This refers to the initial inventory of authorized products to be sold in the Cafe and other items of merchandise and supplies you must stock in order to open for business

Note 7 You must make arrangements for and pay the expenses of persons attending our Initial Training Program including transportation, lodging, meals and wages The amount expended will depend, in part, on the distance you must travel and the type of accommodation you choose The figures in the chart represent the estimated cost for two individuals to attend our initial training program

Note 8 We are required to provide five days of opening assistance with respect to your first Cafe The figures in the chart represent the estimated cost to reimburse us for travel, lodging and dining costs for one individual to provide opening assistance for a five day period The amount expended will vary based on the number of designees needed to provide assistance, on the distance our designee must travel and the location of the Cafe

Note 9 The current required minimum coverage and limits of insurance are (a) "all risk" or "special" property insurance covering all real and personal property and equipment on a replacement costs basis, including business interruption and extra expense insurance on an actual loss sustained basis, (b) comprehensive general liability insurance, including products and completed operations in an amount of not less than the following combined single limits $2,000,000 per occurrence, $2,000,000 personal and advertising injury, $2,000,000 completed operations/products aggregate, $2,000,000 aggregate per location, (c) employment practices liability coverage with a limit of $100,000 per occurrence and in the aggregate, (d) automobile liability coverage, including coverage of owned, non-owned rented or hired vehicles with coverage in amounts not less than $1,000,000 combined single limit, (e) liquor legal liability insurance in the amount of not less than $1,000,000 combined single limit, and (f) workers' compensation insurance for statutory limits and employer's liability insurance in an amount not less than $1,000,000

Note 10 This estimate includes costs of labor, free samplings, and product presentation You will bear these costs as overhead to conduct the grand opening event, and other than your labor costs, no payments are required to be made to third parties

Note 11 Although we do not require minimum funds for you to start your business, there are some expenses you will incur when you begin your franchise operations, such as inventory, supplies, and employee salaries and wages It is always a good idea to have some cash reserves available to cover initial operating expenses The estimates suggest the additional funds you will need for your first three months of operation These estimates do not include pre-opening training expenses, pre-opening food waste, managerial salaries or any payment to you These estimates also do not take into account finance payments or charges, interest and related costs you may incur if any portion of the initial investment is financed These amounts are the minimum recommended levels to cover operating expense, including your employees' wages for three months However, we cannot guarantee that these amounts will be sufficient Additional working capital may be required if sales are low or fixed costs are high In preparing these working capital estimates, we relied on our predecessor's experience in operating and franchising RED BRICK PIZZA Cafes We relied on our experience in working with our predecessor and our franchisees in compiling these working capital estimates

Note 12 All amounts are nonrefundable unless otherwise noted If you develop multiple Cafes under our Cafe Development Agreement, we anticipate that your initial investment for each Cafe developed will be the same as is reflected in the above chart, subject to applicable inflationary increases

Cafe Development Agreement

RED BRICK PIZZA CAFÉ

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Cafe Development Fee[1]	$30,000 plus $15,000 for each additional Cafe o be developed	Lump sum	When Cafe Development Agreement is signed	Us
Grand Total	$30,000 plus $15,000 for each additional Cafe to be developed			

RED BRICK PIZZA Special Venue Cafe

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Cafe Development Fee[1]	$15,000 plus $15,000 for each additional Cafe o be developed	Lump sum	When Cafe Development Agreement is signed	Us
Grand Total	$15,000 plus $15,000 for each additional Cafe to be developed			

Note 1 At least two Cafes must be developed under each Cafe Development Agreement

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ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Purchases from Approved or Designated Suppliers

You must purchase pizza ovens from our approved third party vendor

You must purchase and maintain an inventory of proprietary products as needed to meet reasonably anticipated consumer demand We issue standards and specifications in the confidential Manual and other manuals regarding pizza dough, sauces, cheese, pizza toppings, gelato, authorized menu items, portion control and product preparation You must comply with these standards and specifications You must purchase all products which bear any of our trademarks from us or from a producer, manufacturer, distributor or supplier we designate or approve

In addition, we can require you to purchase from us or from suppliers or distributors we designate other goods and services as we identify periodically, including *(a)* fixtures, furniture, equipment, interior and exterior signage, graphics, decor, and Cafe design consulting services, *(b)* your requirements of Proprietary Products and all other food products and ingredients, *(c)* all fountain and bottled beverages, including waters and teas, *(d)* uniforms, shirts, memorabilia, and all merchandise and items intended for retail sale (whether or not bearing the Marks), *(e)* advertising, point-of-purchase materials, and other printed promotional materials, *(f)* gift certificates, gift cards, and stored value cards, *(g)* stationery, business cards, contracts, and forms, and *(h)* paper goods, packaging, and supplies We have approved other suppliers of items you will need to operate your business that are listed in the Operations Manual or otherwise provided to you in writing

You must purchase the POS computer system from our approved third party vendor At our request, you must, install and maintain interactive multi-media equipment, devices, and facilities that we require, including approved music systems, Wi-Fi and other wireless internet and communications systems, and interactive displays, including plasma or LCD screens We may require that these systems be purchased from and installed by approved or designated suppliers See Item 11 for more information about computer hardware and software requirements

Currently neither we nor our affiliates are approved suppliers for any goods or services None of our officers owns an interest in any privately-held suppliers, or a material interest in any publicly-held suppliers, of the RED BRICK PIZZA franchise system Occasionally, our officers may own non-material interests in publicly-held companies that may be suppliers to our franchise system

Supplier Approval

We will provide you with our Manual and various supplemental bulletins and notices that will contain the specifications, standards and restrictions on your purchase of products and services Upon request, we will furnish to you an approved list of suppliers that we may update periodically

If you desire to purchase products from other than our approved suppliers, you must submit a written request to us for approval of the proposed supplier, together with any evidence of conformity with our standards and specifications as we may reasonably require, or will request the supplier itself to do so We may inspect and evaluate the supplier's facilities and products before we approve or disapprove your proposed supplier, and you must pay all of our reasonable costs and expenses incurred in doing so You may not use a supplier before we approve the supplier in writing A supplier must demonstrate to our reasonable satisfaction that it can supply an item meeting our standards and specifications for the item, that it is in good financial standing in the business community and that its products and services are reliable We will provide you with our specifications and standards and our criteria for approval of suppliers and will approve or disapprove a proposed supplier in 60 to 90 days We will notify you if and when we no longer approve a previously approved supplier A supplier must continually adhere to our standards and specifications to maintain its approval

You may purchase from any supplier of your choice items (including refrigerators and freezers) and services for which we have not identified Designated Suppliers or Designated Distributors, as long as the supplier possesses adequate quality controls and has the ability to meet your needs and the items or services meet our specifications These specifications may include brand requirements ("Approved Brands"), and to the extent that Approved Brands have been identified, you may purchase and use only the Approved Brands We currently have established brand requirements for our refrigeration equipment

Franchised Location and Lease

You must acquire a site for your Cafe that meets our site selection criteria and that we approve We will not unreasonably withhold our approval of a location, but may consider, among other things, demographic characteristics, traffic patterns, liquor license availability, allowed design and building, parking, visibility, allowed signage, the predominant character of the neighborhood, competition from other businesses selling similar products and services within the area (including other REDBRICK PIZZA Cafes), the proximity to other businesses (including other REDBRICK PIZZA Cafes), the nature of other businesses in proximity to the site, zoning restrictions, soil and environmental issues, other commercial characteristics, the size, appearance, and other physical characteristics of the proposed site We will use all commercially reasonable efforts to notify you of our acceptance or rejection of the proposed location within 30 days after receiving the required site information from you If you occupy the Cafe according to a commercial lease, the lease must contain terms that we specify (See Lease Addendum attached as Attachment F to the Franchise Agreement) When you sign the Franchise Agreement, we will mutually agree on a "Control Date," which will be the date by which you must have secured a location and signed a lease When you sign a Cafe Development Agreement, we will mutually agree on the Cafe Development Schedule, which will include a Franchise Agreement Execution Date and Cafe Opening Date for each Cafe to be developed

You must construct, equip and improve the Cafe in compliance with our current design standards and trade dress While you may select an architect, engineer and contractor or your choice, such persons and/or firms must be approved by us You must submit a written request to us for approval of the proposed service provider, together with any evidence of conformity with our standards and specifications as we may reasonably require including without limitation proof of adequate insurance and certification, or will request the supplier itself to do so We require a personal meeting with each proposed service provider at our offices in Dallas, Texas, which will include visiting RED BRICK PIZZA Cafes, and you must pay all of our reasonable costs and expenses incurred in doing so You may not use a supplier before we approve the supplier in writing A supplier must demonstrate to our reasonable satisfaction that it can supply an item meeting our standards and specifications for building and constructing a RED BRICK PIZZA Cafe, that it is in good financial standing in the business community and that its services are reliable We will provide you with our specifications and standards and our criteria for approval of architects, engineers and contractors and will approve or disapprove a proposed supplier in 30 days from submission of the approval package and personal visit A supplier must continually adhere to our standards and specifications to maintain its approval You must purchase and install, at your expense, all millwork and customized seating, fixtures, furnishings, equipment (including a point-of-sale cash register system), decor, and signs from an approved third party supplier

Insurance

During Cafe construction, you must maintain general liability and property damage insurance of the type and with the limits we require, protecting you and us and our related parties as additional insureds on a primary non-contributory basis The policy must be written by a responsible insurer or insurers acceptable to us and must contain a waiver of subrogation in favor of the additional insureds

Throughout the franchise term, you must obtain and maintain insurance policies protecting you and us and our related parties as additional insureds on a primary non-contributory basis to the general liability policy and the auto liability policy The additional insureds should be listed on the certificate as follows Red Brick Pizza FC LLC and its officers, directors, partners, shareholders, members, regional directors, subsidiaries and affiliates, agents, employees, successors and assigns, and it must be provided on an Additional Insured Grantor of Franchise Endorsement form CG2029 (or an endorsement form with comparable wording acceptable to us) The insurance must be underwritten by insurers licensed and admitted to write coverage in the state in which the Cafe is located and with a rating of "A" or better These policies must include the coverage that we require, which currently includes (a) "all risk" or "special" property insurance covering all real and personal property and equipment on a replacement costs basis, including business interruption and extra expense insurance on an actual loss sustained basis, (b) comprehensive general liability insurance, including products and completed operations in an amount of not less than

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the following combined single limits $2,000,000 per occurrence, $2,000,000 personal and advertising injury, $2,000,000 completed operations/products aggregate, $2,000,000 aggregate per location, (c) employment practices liability coverage with a limit of $100,000 per occurrence and in the aggregate, (d) automobile liability coverage, including coverage of owned, non-owned rented or hired vehicles with coverage in amounts not less than $1,000,000 combined single limit, (e) liquor legal liability insurance with coverage in the amount of not less than $1,000,000 combined single limit, and (f) workers' compensation insurance for statutory limits and employer's liability insurance in an amount not less than $1,000,000 You and your insurers must agree to waive rights of subrogation against us and the additional insureds At least 10 days before you are required to carry insurance, and after that at least 30 days before the expiration of any policy, you must deliver to us certificates of insurance evidencing the proper types and minimum amounts of required coverage, and evidence of the waiver If you fail to maintain the required insurance, we or our designee may obtain the insurance for you and charge and demand reimbursement of the premium costs and costs of acquiring the insurance Each year we may unilaterally modify the insurance minimum coverage requirements which may include an increase to the minimum coverage requirements to reflect changes in inflation or as market conditions warrant

Revenue Derived from Franchisee Purchases and Leases

We and our parent company may derive revenue from franchisee purchases and leases to the extent that franchisees purchase products or services from us or our parent There is also an arrangement with our meat product supplier under which our parent receives a rebate between $0 05 and $0 10 per pound of product purchased by our franchisees, and an arrangement with our soft drink supplier under which our parent receives rebates and other payments based on franchisee volume purchases

During our last fiscal year, December 28, 2015 to December 25, 2016, we derived no revenue or other material consideration as a result of franchisee purchases or leases During the same period, our parent, RBP LLC, derived $2,337 in revenue from supplier rebates and other payments based on franchisee purchases These revenues help to fund RBP LLC's research and development costs for new products, procurement services, facilitating logistics and distribution, covering the cost of minimum purchase requirements for proprietary products and for marketing and advertising activities

Estimated Proportion of Required Purchases and Leases to all Purchases and Leases

We estimate that approximately 90% of your expenditures for leases and purchases in establishing your Franchised Cafe and approximately 30 to 35% of your total annual operating expenses on an ongoing basis will be for goods and services which are subject to sourcing restrictions (that is, for which suppliers must be approved by us, or which must meet our standards or specifications

Description of Purchasing Cooperatives, Purchasing Arrangements

We may negotiate purchase arrangements with primary suppliers for the benefit of franchisees If we negotiate a purchase agreement for the region where your Cafe is located, you must participate in the purchasing program We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers

Presently there are no purchasing or distribution cooperatives in existence for the franchise system

ITEM 9
FRANCHISEE'S OBLIGATIONS

These tables list your principal obligations under the franchise and other agreements They will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document

Obligation	Section(s) in Franchise Agreement	Section(s) in Café Development Agreement	Disclosure Document Item
a Site selection and acquisition/lease	Sections 3 1 and 3 3	Not applicable	Items 8 and 11
b Pre-opening purchases/leases	Sections 3 3, 3 4, 6 5, 6 6, and 10 1	Not applicable	Items 7, 8 and 11
c Site development and other pre-opening requirements	Sections 3 1, 3 2, 3 4 and 5 3	Article 4	Items 7, 8 and 11
d Initial and ongoing training	Sections 5 1, 5 2 and 5 5	Not applicable	Items 6 and 11
e Opening	Sections 3 5, 5 2, and 6 8	Section 4 5	Item 11
f Fees	Sections 4 1 through 4 12, and 9 3	Article 3	Items 5, 6, 7, 8 and 11
g Compliance with standards and policies/ Operating Manual	Article 8	Not applicable	Item 8, 11, 14 and 16
h Trademarks and proprietary information	Article 7	Not applicable	Items 11, 13 and 14
i Restrictions on products/services offered	Sections 6 4, 6 5, and 6 6	Not applicable	Items 8 and 16
j Warranty and customer service requirements	Not applicable	Not applicable	Not applicable
k Territorial development and sales quotas	Not applicable	Article 1, Sections 4 2, 4 4, 5 1 and 5 3	Item 12
l Ongoing product/service purchases	Sections 6 5, 6 6 and 8 2	Not applicable	Item 8
m Maintenance, appearance and remodeling requirements	Sections 6 7 and 6 10	Not applicable	Items 7, 8 and 11
n Insurance	Section 11 2	Section 7 2	Item 7 and 8
o Advertising	Article 9	Not applicable	Items 6 and 11
p Indemnification	Section 11 3	Section 7 3	Item 6
q Owner's participation/	Sections 6 2, 6 3,	Not applicable	Item 15

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Obligation	Section(s) in Franchise Agreement	Section(s) in Café Development Agreement	Disclosure Document Item
management/staffing	6 7 and 6 8		
r Records and reports	Sections 10 4, 10 5, and 10 6	Not applicable	Item 11
s Inspections and audits	Sections 6 9, 10 3 and 10 7	Not applicable	Items 6 and 11
t Transfer	Article 12	Article 8	Items 6 and 17
u Renewal	Article 2 2	Section 4 4	Items 6 and 17
v Post-termination obligations	Article 14 and section 15 2	Sections 2 2 and 10 2	Items 6 and 17
w Non-competition covenants	Sections 15 1 and 15 2	Article 10	Item 17
x Dispute resolution	Article 19	Article 14	Item 17
y Guaranty and Personal Undertaking	Sections 12 4 8 and 18 6	Section 8 3, 8 4 8 and 13 6	Item 15

ITEM 10
FINANCING

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

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

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

Before you open the Cafe for business

1 We will approve or refuse to approve your site within 30 days of receiving all requested information (Franchise Agreement, Section 3 2)

2 With respect to the first Cafe you develop, we will admit two individuals to our initial training program, described below (Franchise Agreement, Section 5 1)

3 With respect to the first Cafe that you develop, we will make available one individual to provide you 5 days of opening assistance, there is no fee for the service, but you must reimburse us all travel, lodging and dining costs for the individual who provides assistance (Franchise Agreement, Section 5 2 1)

4 With respect to the first Cafe that you develop, at your request, we will provide additional opening assistance, subject to the availability of personnel, in consideration for a per diem fee and reimbursement of all travel, lodging and dining costs for the individuals providing such additional assistance (Franchise Agreement, Section 5 2 1)

5 We will lend you copies of our Confidential Training and Operations Manual for Franchises ("Franchise Operations Manual" – 174 pages) and POS Manual (66 pages) The Table of Contents of our Franchise Operations Manual is attached to this disclosure document as Exhibit D

6 We will provide such pre-opening consultation and advice as we deem appropriate, which may include advice with regard to the development and operation of the Cafe, building layout, furnishings, fixtures, and

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equipment, plans and specifications, purchasing and inventory control, and such other matters as we deem appropriate (Franchise Agreement, Section 5 3)

7 We will spend your New Store Marketing Plan Fee to promote the opening of the Cafe as we deem appropriate (Franchise Agreement, Section 9 2)

During the operation of the Franchised Business

1 We will provide such ongoing consultation and advice as we deem appropriate, which may include information about new product development, instruction concerning the operation and management of a Cafe, advertising and marketing advice, and financial and accounting advice (Franchise Agreement, Section 5 4)

2 We will communicate to you information about our Designated Suppliers and Designated Distributors (Franchise Agreement, Section 6 6)

3 We will administer the Brand Development Fund, and allocate funds for authorized purposes (Franchise Agreement, Section 9 3)

Advertising

Our advertising program for the products and services offered by RED BRICK PIZZA Cafes currently consists of social media/digital advertising campaigns, and dissemination of coupons and promotional materials at the unit level Our advertising materials currently are created in-house and with the help of an outside advertising agency You may develop your own advertising and marketing materials, at your own expense, subject to the requirements described below We may elect to utilize various local, regional and/or national media campaigns in the future that may, in addition to radio, include television, magazine, newspaper and Internet advertising campaigns

We must approve all of your promotional and marketing materials before you may use them To obtain approval, you must submit to us samples of the proposed materials and notify us of the intended media We will use good faith efforts to approve or disapprove your materials within 15 days from the date we receive them You may not use the materials until they are approved, and we have the right to disapprove materials that we have previously approved

New Store Marketing Plan Fee

You will pay us a $10,000 New Store Marketing Plan Fee when you sign the lease for the Cafe, or the date by which you are required to acquire a site for the Cafe (whichever occurs first) in consideration for the grand opening advertising services and new Cafe marketing plan that we provide

Marketing Allocation, Local Marketing, Brand Development Fund

If you operate a RED BRICK PIZZA Cafe, you must spend up to 3% of Gross Revenue per year on approved marketing activities We call this your "Marketing Allocation " To satisfy this requirement, we may require you to contribute all or a portion of this amount to a Brand Development Fund ("Fund") that we administer, as described below For each RED BRICK PIZZA Cafe, we currently require that you contribute 2% of Gross Revenue to the Fund and spend 1% of Gross Revenue on local marketing efforts We may change this allocation periodically by providing you 90 days' advance notice of the change For each RED BRICK PIZZA Special Venue Cafe, we require that you contribute 1% of Gross Revenue to the Fund, and recommend (but do not require) that you spend 1% of Gross Revenue on local marketing efforts

We administer the Fund, and may use Fund monies for authorized purposes, which include payment for creative development services (including creation and modification of Cafe design and trade dress, logos, menu design, graphics and vehicle wraps, and advertising and promotional items, including the cost of photography services and design software), preparing and procuring market studies, providing or obtaining marketing services (including, without limitation, conducting customer surveys, focus groups, and marketing and compliance-related mystery shops and customer interviews), employing advertising and/or public relations agencies, developing, producing, distributing and placing advertising (including, without limitation, preparing and conducting media advertising campaigns in various media, local advertising and promotion in a particular area or market, or for the benefit of a particular Cafe or

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Cafes in connection with opening promotion or otherwise, conducting and administering in-store promotions, preparing and executing direct mail advertising, and developing, producing and purchasing point-of-sale advertising, menus and menu boards, and other sales aids and promotional items and materials), new product development and development of product packaging, developing, updating and hosting our web site (including development of locator programs) and/or an intranet or extranet system, obtaining sponsorships and endorsements, preparing and conducting sweepstakes and other promotions, developing, administering, and distributing coupons, gift certificates, gift cards, stored value card and loyalty card programs, and customized promotions, and the cost of product associated with the redemption of free coupons, gift certificates, gift cards, stored value cards, loyalty cards and/or other customized promotions, developing and administering other customer loyalty programs, providing and procuring public relations services, conducting public relations activities, charitable donations, membership fees in international, national, regional, and/or local trade or other associations or organizations We also may use Fund monies to reimburse ourselves for our costs of personnel and other administrative and overhead costs associated with providing the services described in this paragraph

We will not use Fund monies for creating or placing any advertisement that is principally a solicitation for new franchisees, but may include in all advertising prepared using Fund monies (including Internet advertising) information concerning franchise opportunities, and a portion of Fund monies may be used to create and maintain one or more pages on our web site devoted to advertising franchise opportunities and identifying and screening inquiries and applications submitted by franchise candidates We are not obligated to spend any amount on advertising in the area where your Café is located or to ensure that your Cafe will benefit directly from the Fund monies Any amounts contributed to the Fund that are not spent in the year they are collected will remain in the Fund for use during the next year

Although not contractually required to do so, we anticipate that each RED BRICK PIZZA Cafe that we own and that our affiliates own will contribute to the Fund on the same basis as our franchisees

Financial statements of the Fund are not available, however, upon your reasonable written request, we will provide you an annual unaudited statement of Fund contributions and expenditures During our fiscal year ended December 25, 2016, Fund Contributions were spent as follows

39%	Production
0%	Media Placement
21%	Other (including point-of-purchase materials, website development, public relations, research and direct mail costs)
40%	Administrative Expenses
100%	Total

Advertising Cooperatives

We can designate any geographic area in which two or more RED BRICK PIZZA Cafes are located as a region for a Cooperative ("Cooperative") Each Cooperative will be organized and governed according to bylaws that we create or approve Each Cooperative will be organized for the exclusive purpose of developing and placing advertising in the market served by the Cooperative Each Cafe located in the area served by the Cooperative will be entitled to one vote, and we also will have the right to cast one vote on all matters put to a vote The Cooperative will act by majority vote If a Cooperative is established for the area in which your Cafe operates, you must participate in and contribute to the Cooperative the amounts required by the Cooperative's governing documents, which may exceed the amount of your local marketing expenditure Amounts that you contribute to a Cooperative will be credited against your local marketing requirement under the Franchise Agreement At this time, no Cooperatives have been formed, and there are no sample bylaws available for review

If you operate a RED BRICK PIZZA Special Venue Cafe, we recommend (but do not require) that you spend 1% of Gross Revenue to promote the Cafe in your local market area You are not required to participate in, or to contribute to, any Cooperatives

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Advertising Council

In the future, we may elect to form an advertising council for the benefit of the franchise system As of the date of this disclosure document, there is no advertising council in effect for the franchise system

POS & Computer Systems

You must purchase, install and maintain an electronic point of sale cash register system that we have approved to record sales and transaction data (such as item ordered, price and date of sale) We have approved the CBS Northstar system (the "POS System") and this POS System is currently the only system we have approved for new Store openings You will use the POS System as a cash register system, a customer data system, an inventory system, an employee payroll and time maintenance system and a daily sales reporting system You must connect the POS System to a telephone line or other communications device that is capable of accessing the internet via a third party network We will have the right to independently access all information and financial data recorded by the system for daily polling, audit and sales verification Updates or replacement of the POS System, both hardware and software, may be required There is no contractual limitation on the frequency or cost of these obligations

The approximate cost to purchase the POS System, Computer System, computer software and hardware is between $6,000 and $8,000 (inclusive of any software license fees and the first year of the maintenance agreement fee)

Our Designated Supplier will grant you a license to use the POS System Software in connection with your operation and management of the Franchised Business (the "Software License") You must sign a computer maintenance agreement with the manufacturer of the POS System and pay the annual service fees of approximately $100 per month

At our request, you must, install and maintain interactive multi-media equipment, devices, and facilities that we require, including digital menu boards, approved music systems, Wi-Fi and other wireless internet and communications systems, and interactive displays, including plasma or LCD screens

Except as described above, neither we nor our affiliates, nor any third parties, must provide ongoing maintenance, repairs, upgrades, or updates to your POS System or other computer equipment Except as described above, there are currently no optional or required maintenance/upgrade contracts for the POS System or other computer equipment

You must install any other hardware or software for the operation of the Franchised Business that we may require in the future, including any enhancements, additions, substitutions, modifications, and upgrades There is no contractual limitation on the frequency or cost of these obligations We may also require you to license from us, or others we designate, any computer software we develop or acquire for use by RED BRICK PIZZA Cafes

Initial Training Program

Within a reasonable time after you sign a Franchise Agreement for the first RED BRICK PIZZA Cafe that you develop, generally no later than six weeks before opening your Cafe, we will provide initial training that your General Manager (if applicable), your Key Person, and your Cafe Manager (if different from your Key Person) must attend and complete to our satisfaction Our initial training program will be held at a designated Regional Training Cafe, which currently is located in California We will provide this training, the instructors, a training manual, and other materials without charge for the first two trainees You must pay us a fee (currently $1,500) for each additional attendee you send to the initial training program

The initial training program is held on an as-needed basis Nicole Taub will oversee training Ms Taub has over 14 years of experience in the casual service industry, holding various positions including restaurant management, franchisee and operations support, product and menu development and training She has overseen training and operations support for RED BRICK PIZZA since August 2016

TRAINING PROGRAM FOR REBRICK PIZZA CAFÉ

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
Introduction History and Philosophy Mission Statement Maintain Brand Identity Q S F C Definition of Terms Store Layout Operational Standards Safety and Security Safe Food Handling	4	0	Regional Training Store
Hands-On Training at Cafe Daily Prep Chart Managers Red Book Product Specs and Product Prep Introduction to Sheet Out	0	4	Regional Training Store
Review Day 1 Opening Procedures Station Training (Sheet Out, Make, Dishwashing) Inventory Food Safety	2	6	Regional Training Store
Hands-On Training at Cafe Station Training (Oven, Landing, Gluten Free) Schedule/Team Deployment Charity Cafe Cafe Excellent Review	3	6	Regional Training Store
Hands-On Training at Cafe Station Training (POS, Cash Management) Catering and Delivery Gift and Loyalty Programs Cash Management Closing Procedures	3	5	Regional Training Store
Review Day 1, 2 & 3 Station Training (practice all stations) Introduction to Shift Leadership Run Mid-shift Marketing Tools Review	4	5	Regional Training Store
Hands on practice and experiential learning	0	4	Regional Training Store
Opening Food Order Shift Leadership Training Grand Opening Review	2	6	Regional Training Store
Opening Shift Leadership Training Human Resources review and coaching	2	6	Regional Training Store

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SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
Closing Shift Leadership Training	0	9	Regional Training Store
Closing Shift Leadership Training Business Acumen Training Profit and Loss Review	3	6	Regional Training Store
Lunch and Dinner Shift Shift Leadership Training	0	9	Regional Training Store
Opening Final Review Questions and Answers Written and Observational Assessments Review	0	6	Regional Training Store

We may make available additional courses, seminars, and other training programs as we consider appropriate You must cause your General Manager Owner (or your Key Person, if applicable), your Cafe Manager and other employees whom we designate to attend such programs You must pay our then-current fees, currently estimated to be $1,500 for these training courses and must pay all transportation costs, food, lodging and similar costs incurred to attend the training

Site Selection and Opening

When you sign the Franchise Agreement, we will agree on a "Site Selection Area" within which you may locate the Cafe You must acquire an acceptable site for the Cafe by no later than the mutually determined Control Date identified in the Franchise Agreement or we may terminate the Franchise Agreement Calculation of the "Control Date" typically depends on where the Cafe will be located and applicable real estate market conditions For Cafes developed under our Site Finder Guaranty Program, described in Item 5, the Control Date will be one year from the Effective Date For each proposed site that you identify, you must deliver to us a franchise site application in a form that we prescribe, including information about the site as we may reasonably request to perform our evaluation We will approve or refuse to approve your proposed site within 30 days of receiving all requested information about the site The criteria that we use to evaluate the site includes general location and neighborhood, traffic patterns, parking, size, physical characteristics of existing buildings and lease terms

A RED BRICK PIZZA Cafe usually opens for business eight to 12 months after (i) the Franchise Agreement is signed or (ii) a franchisee pays consideration for the franchise Factors which may affect the length of time between signing of the Franchise Agreement and opening for business include the time necessary to locate a site which we will accept, to obtain any financing you need, to obtain required permits and governmental agency approvals, to fulfill local ordinance requirements, to complete construction, remodeling, alteration, and improvement of the Franchised Cafe, including the installation of fixtures, equipment, and signs, to complete our initial training program and to complete the hiring and training of personnel Delay in construction may be caused by inclement weather, material or labor shortages, labor actions, slow deliveries, equipment shortages and similar factors

When the site is selected, we will establish an "Opening Date" for the Cafe, which will be no later than 180 days after you take possession of the site If you fail to open the Cafe by the Opening Date, we can terminate the Franchise Agreement

ITEM 12
TERRITORY

While we may offer limited territorial protection under our Cafe Development Agreement and Franchise Agreement, as described below, you will not receive an exclusive territory You may face competition from other franchisees, from Cafes that we own, or from other channels of distribution or competitive brands that we control

Franchise Agreement

You will operate the Cafe at a location that we have approved, and you may relocate the Cafe, only with our prior written consent We will consent to relocation if your lease expires or terminates through no fault of yours, or if the Cafe premises is destroyed or materially damaged by fire, flood, or other natural catastrophe and you are not in default of the Franchise Agreement or any other agreement with us

When the Cafe location is identified, we will mutually agree on a "Protected Area," which will be identified in Attachment B to the Franchise Agreement Your Protected Area may be identified on a map, may be described in terms of a radius surrounding the Cafe, or may be identified by a geographic description The minimum Protected Area may be as small as an office or retail building for Cafes located in densely populated, urban areas such as New York City, and will likely be larger in suburban, less populated areas Except as provided below, no other RED BRICK PIZZA Cafes will be located in your Protected Area, but another franchisee's Protected Area may overlap with your Protected Area

Carved out from protection in the Protected Area will be any venues that we consider "Closed Markets" These include any facility serving a captive market, including department stores, supermarkets, shopping malls (defined as enclosed or open retail centers with gross leasable area in excess of 350,000 square feet), amusement parks, airports, train stations, travel plazas, casinos, nightclubs, Cafes, public facilities, college and school campuses, arenas, stadiums, ballparks, hospitals, office buildings, convention centers, airlines (in-flight services), military bases, and any other mass gathering events or locations, and facilities of any kind for which food and/or beverage service rights are contracted to a third party or parties (including designated roadways and adjacent facilities)

During the franchise term, we will not own or operate, or grant anyone else the right to operate, a RED BRICK PIZZA Cafe within the Protected Area, except (a) for sales in "Closed Markets" (which are carved out from territorial protection, as described below), and (b) if we purchase, merge, acquire, or affiliate with another business, we may continue to operate, franchise, or license the acquired business anywhere, including in the Protected Area, under the Marks or a different trademark

We reserve to ourselves all other rights, including the right (a) to own and operate and to grant others the right to own and operate RED BRICK PIZZA Cafes outside the Protected Area, regardless of their proximity to the Protected Area, (b) to operate RED BRICK PIZZA Cafes and license the use of the Marks and System in "Closed Markets" within and outside the Protected Area, and (c) the right to distribute products and services identified by the Marks, including take home, ready-to-bake and frozen pizzas, through alternative channels of distribution including grocery stores, supermarkets, convenience stores, restaurants, and via mail order, catalog sales, and/or the Internet We are not required to compensate you if we exercise any of the rights specified above inside your Protected Area

You may advertise and market the Cafe outside of your Protected Area and you acknowledge that as Protected Areas may overlap, other franchisees may advertise and market their RED BRICK PIZZA Cafes inside your Protected Area But you may not provide on-site catering services (such as from a cart or kiosk) anywhere (including in your Protected Area) without our advance written consent You may not deliver or ship any items, regardless of their destination, without our advance written consent, and you may not distribute RED BRICK PIZZA products through wholesale channels, such as supermarkets, convenience stores, restaurants, or other retailers, or through food service providers such as airlines through in-flight services

There are no circumstances that permit us to modify your territorial rights under the Franchise Agreement Unless we grant you development rights under a Cafe Development Agreement, we do not grant you any options or rights of first refusal to acquire additional franchises

Cafe Development Agreement

Under the Cafe Development Agreement, we grant you the right to develop and operate a specified number of RED BRICK PIZZA Cafes at sites in a specified Development Area The Development Area will be identified on Attachment B to the Cafe Development Agreement, and may be described in terms of cities, counties, states, or some other designation

During the term of the Cafe Development Agreement, we will not own or operate, or grant anyone else the right to operate, a RED BRICK PIZZA Cafe the RED BRICK PIZZA trademark within the Development Area, except (a) for sales in "Closed Markets" (which are carved out from territorial protection, as described below), and (b) if we purchase, merge, acquire, or affiliate with another business, we may continue to operate, franchise, or license the acquired business anywhere, including in the Development Area, under the Marks or a different trademark

We reserve to ourselves all other rights, including the right (a) to own and operate and to grant others the right to own and operate RED BRICK PIZZA Cafes outside the Development Area, regardless of their proximity to the Development Area, (b) to operate RED BRICK PIZZA Cafes and license the use of the Marks and System in "Closed Markets" within and outside the Development Area, and (c) the right to distribute products and services identified by the Marks, such as take home, ready-to-bake and frozen pizza, through alternative channels of distribution including grocery stores, supermarkets, convenience stores, restaurants, and via mail order, catalog sales, and/or the Internet We are not required to compensate you if we exercise any of the rights specified above inside your Development Area

You are prohibited from advertising and marketing each proposed Cafe outside of your Development Area You may not use other channels of distribution like the Internet, catalog sales, telemarketing, or other direct marketing

If you fail to meet any of your obligations under the Cafe Development Agreement, including the development obligations, we may unilaterally *(i)* terminate or modify any territorial protections granted to you, *(ii)* reduce the size of the Development Area, or *(iii)* reduce the number of Cafes which you may establish under the Cafe Development Schedule There are no other circumstances that permit us to modify your territorial rights under the Cafe Development Agreement After the expiration of the term of your Cafe Development Agreement, we may own, operate, franchise or license others to operate additional RED BRICK PIZZA Cafes anywhere, without restriction, including in your Development Area, subject to the rights granted to you in the Protected Area established under any then existing Franchise Agreement

ITEM 13
TRADEMARKS

RBP LLC owns and has acquired the Principal Register registrations for the following Marks and all required affidavits have been filed

Mark	Registration Number	Registration Date	International Class
RED BRICK PIZZA	2679301	January 28, 2003	42
REDBRICK	3602376	April 7, 2009	43
Red Brick Pizza Red Brick Pizza Fire-Roasted Gourmet Pizza	4674391	January 20, 2015	43
CHARITYCAFE	4181806	July 31, 2012	36, 43
PECANZZA	4708435	March 24, 2015	30
FHAZANI	3480243	August 5, 2008	30
BHRAZANI	3535191	November 18, 2008	30
RedBrickPizza KITCHEN CAFE	4978693	June 14, 2016	43

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Mark	Registration Number	Registration Date	International Class
Red Brick Pizza Kitchen Cafe			
REDBRICK PIZZA Kitchen Cafe	4956621	May 10, 2016	43
REDBRICK PIZZA Kitchen Cafe	4956620	May 10, 2016	43

RBP LLC owns and has granted us the right to use these Marks in connection with the franchising of RED BRICK PIZZA Cafes RBP LLC has authorized us to sell franchises for RED BRICK PIZZA Cafes or to operate RED BRICK PIZZA Cafes on our own Our agreement with RBP LLC is perpetual unless otherwise terminated by RBP LLC, which RBP may do so at its discretion Except for this license agreement, there are no agreements currently in effect which significantly limit our rights to use or license the use of the Marks in any manner material to you

RBP LLC owns and is in the process of registering the following Marks on the Principal Register

Mark	Serial Number	Application Date	International Class
RedBrickPizza RedBrick Pizza	86364043	August 12, 2014	43
REDBRICK PIZZA	86364187	August 12, 2014	43
REDBRICK PIZZA	86364104	August 12, 2014	43
PIZZA-ZZALADA	87216392	October 26, 2016	29

To date, we do not have a federal registration for these Marks Therefore, these Marks do not have many legal benefits and rights as a federally registered trademark If our right to use these Marks is challenged, you may have to change to an alternative trademark, which may increase your expenses

There are no currently effective material determinations of the USPTO, Trademark Trial and Appeal Board, the trademark administrator of any state or any court There are no currently pending material federal or state court litigation regarding our use or RBP LLC's ownership rights in a trademark There are no infringing uses actually known to us that could materially affect your use of the Marks, however, we have not conducted an exhaustive search of users of names which may be the same or similar to our marks Although we are not aware of anyone other than our current franchisees who are using "RED BRICK PIZZA," as a trademark or service mark, it is possible that the name " RED BRICK PIZZA " has been used by others in the pizza business, and we cannot represent with certainty that we have exclusive or superior rights to the name "RED BRICK PIZZA" in all geographic areas There may be similar uses to our Marks of which we are unaware, which could arise from prior users

You may use only the Marks that we designate, must use them only in the manner that we authorize and permit, and must use them with the symbols, "®", "™", or "SM", as appropriate You may use the Marks only in connection with the operation and promotion of the Franchised Business, and only in the manner we prescribe You may not contest ownership or validity of the Marks or any registration of the Marks, or our right to use or to sublicense the use of the Marks You must sign all documents that we require in order to protect the Marks and to maintain their validity and enforceability

You may not use the Marks or any part of the Marks in your corporate name, and may not use them to incur any obligation or indebtedness on our behalf

You may not use the Marks or any part or derivative of the Marks on the Internet, except as expressly permitted in writing This prohibition includes use of the Marks or any derivative of the Marks as part of any URL or domain name, as well as their registration as part of any user name on any gaming website or social networking website (such as FACEBOOK, SNAPCHAT, INSTAGRAM, LINKEDIN, TWITTER, or YOUTUBE), whether or not such social media platform is used for commercial gain, or as part of any unauthorized email address

You must promptly notify us of any suspected unauthorized use of, or any challenge to the validity of the Marks or Copyrighted Works, or any challenge to our ownership of, or right to use and to license others to use, or your right to use, the Marks or Copyrighted Works We have the right to direct and control any administrative proceeding or litigation, or other adjudicative proceeding involving the Marks or Copyrighted Works, including any settlement of the proceeding We or our Affiliate has the right, but is not obligated, to take action against third parties for infringement of our Marks or Copyrighted Works We will defend you against any third-party claim, suit, or demand arising out of your use of the Marks or Copyrighted Works If we determine that you have used the Marks and Copyrighted Works according to the terms of the Franchise Agreement, we will pay the cost of the defense, including the cost of any judgment or settlement If we determine that you have not used the Marks or Copyrighted Works according to the terms of the Franchise Agreement, you must pay the cost of the defense, including the cost of any judgment or settlement In the event a lawsuit relating to your use of the Marks or Copyrighted Works, you must sign all documents that we require and do all things that we consider necessary to carry out the defense or prosecution, which may include becoming a nominal party to the action Unless the action is the result of your use of the Marks or Copyright Marks in a manner inconsistent with the terms of the Franchise Agreement, we will reimburse you for your associated costs

We have the right to create new, modified or replacement Marks, and to require you to use them in addition to or in lieu of any previously designated Marks You must modify, discontinue using and/or replace any Mark within a reasonable time once you receive our notice to do so We are not required to reimburse your direct expenses for changing any of the Marks (such as signage, menus, paper goods, etc), your lost revenue due to any modified or discontinued Mark, or your expenses in promoting a modified or substituted trademark or service mark

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents material to the franchise We claim copyright protection in the Manuals, the design elements of our Marks, proprietary software, visual material, our product packaging and advertising and promotional materials, the content and design of our web site, and any other original materials created by us or on our behalf, whether or not we have registered such copyrighted materials with the Copyright Office of the Library of Congress (collectively, the "Copyrighted Works") The following copyright is registered with the U S Copyright Office

Title	Copyright Number	Date of Creation	Date of Publication	Expiration Date
Pizza oven	VA0001233567	1999	November 15, 1999	2119*

*The term of copyright protection for this work is 95 years from the date of publication or 120 years from the date of creation, whichever expires first

RBP LLC owns and has granted us the right to use the Copyrighted Works in connection with the franchising of RED BRICK PIZZA Cafes RBP LLC has authorized us to sell franchises for RED BRICK PIZZA Cafes or to operate RED

BRICK PIZZA Cafes on our own Our agreement with RBP LLC is perpetual unless otherwise terminated by RBP LLC, which RBP may do so at its discretion Except for this license agreement, there are no agreements currently in effect which significantly limit our rights to use or license the use of the Copyrighted Works in any manner material to you

There is no presently effective determination of the U S Copyright Office (Library of Congress) or any court affecting the Copyrighted Works There is no currently effective agreement that limits our right to use and/or license the Copyrighted Works We have no obligation to protect any rights you have to use the Copyrighted Works We have no actual knowledge of any infringements that could materially affect the ownership, use, or licensing of the Copyrighted Works You may not use any of the Copyrighted Works on the Internet without our written permission This includes display of the Copyrighted Works on commercial websites, gaming websites, and social networking web sites or mobile platforms (such as FACEBOOK, SNAPCHAT, INSTAGRAM, LINKEDIN, TWITTER, or YOUTUBE)

You and your employees must maintain the confidentiality of all information contained in the Manuals and other information that we consider confidential, proprietary or trade secret information Confidential Information means all trade secrets, and other elements of the System, all customer information, all information contained in the Manuals, our proprietary recipes and standards and specifications for product preparation, packaging and service, financial information, marketing data, vendor and supplier information, all other knowledge, trade secrets, or know-how concerning the methods of operation of the Franchised Business which may be communicated to you, or of which you may be apprised, by virtue of their operation under the terms of the Franchise Agreement, and all other information that we designate (collectively, "Confidential Information") You must implement any reasonable procedures we may adopt to protect our Confidential Information including restrictions on disclosures to your employees and requiring employees who will have access to our Confidential Information to sign employment agreements containing non-disclosure and non-competition provisions

You may not contest our exclusive ownership of any of our copyrights (including, but not limited to, the Copyrighted Works), trade secrets, recipes, processes, methods, procedures, formulae, techniques and other proprietary information to which we claim exclusive rights

If you or your employees or owners develop any new concept, process or improvement in the operation or promotion of your RED BRICK PIZZA Cafe, you must promptly notify us and give us all necessary information about the new process or improvement, without compensation You and your Owners agree that any of these concepts, processes or improvements will become our property, and we may use or disclose them to other franchisees, as we determine appropriate

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

The RED BRICK PIZZA Cafe must be under the direct, on-premises management of a Key Person or Cafe Manager, as described below

If you operate one RED BRICK PIZZA Cafe, the Cafe must be supervised by the Key Person, who need not have an equity interest in the franchise The Key Person will have full control over day-to-day Cafe management and operations The Key Person must attend and successfully complete our initial training program and all additional training (including food safety training) that we require, to our satisfaction The Key Person must devote his or her full time efforts to Cafe operations, and may not engage in any other business or activity that requires substantial management responsibility or time commitment We must have approved the Key Person as meeting our then-current qualifications for the position If the Key Person ceases to serve in, or no longer qualifies for, this position, you must designate another qualified person to serve as your Key Person within 30 days after the date the former Key Person ceases to serve or no longer qualifies to serve Any proposed replacement Key Person must successfully complete the initial training program and all other training (including food safety training) that we require, and be approved by us, before assuming his or her position as Key Person and, in no event, later than 90 days after the former Key Person ceased to serve in the position

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If you operate more than one RED BRICK PIZZA Cafe then the Key Person may supervise multiple store operations, and each individual Cafe may be supervised by a Cafe Manager, who need not have an equity interest in the franchise Your Cafe Manager will have full control over day-to-day management and operations Your Cafe Manager must have completed our initial training program, and all additional training (including food safety training) that we require, to our satisfaction Your Cafe Manager must devote his or her full time efforts to management and operations, and may not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility or time commitment We must have approved the Cafe Manager as meeting our then-current qualifications for the position If the Cafe Manager ceases to serve in, or no longer qualifies for, this position, you must designate another qualified person to serve as your Cafe Manager within 30 days after the date the former Cafe Manager ceases to serve or no longer qualifies to serve Any proposed replacement Cafe Manager must successfully complete the initial training program and all other training (including food safety training) that we require, and be approved by us, before assuming his or her position as Cafe Manager and, in no event, later than 90 days after the former Cafe Manager ceased to serve in the position

If you are developing multiple Cafes under a Cafe Development Agreement, you also must appoint a General Manager, who must devote full time and best efforts to the development and operation of Cafes under the Cafe Development Agreement The General Manager must meet our qualification, must be approved by us, and must satisfactorily complete our initial training program and any additional training that we require If the General Manager no longer qualifies to act this position, you must promptly designate a replacement General Manager Your General Manager need not have an equity interest in the franchise

If the franchisee is a corporation, partnership or limited liability company, each of your Owners whom we require must personally guarantee your obligations under the Franchise Agreement and/or Cafe Development Agreement and also agree to be personally bound by, and personally liable for the breach of, every provision of the Franchise Agreement and/or Cafe Development Agreement, agree to be bound by the confidentiality and non-competition provisions of the Franchise Agreement and agree to certain restrictions on the transfer of their ownership interests

Your General Manager, Key Person, Cafe Manager, and any other personnel we request must sign confidentiality covenants and, unless we authorize you to omit it, a covenant not to compete These covenants will be in substantially the form of Exhibit D-1 to the franchise agreement Those of your owners who are not signing the agreements may also be required to execute these covenants

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Except as described below, you must offer and sell all menu items that we require, and only the menu items that we have approved We may add, eliminate and change menu items periodically, and you must comply with all directives (which may require purchasing and installing additional equipment) There are no limits on our right to make changes We may, on occasion, require you to test market products and/or services at your Cafe You must cooperate with us in conducting these test marketing programs and must comply with all rules and regulations that we establish

All sales must be for retail consumption only and you may not engage in wholesale sales of any kind through any channels of distribution without our prior consent You may not sell Proprietary Products through any means of distribution other than from the Cafe unless we expressly authorize in writing We have the right to establish maximum, minimum or other retail pricing requirements to the extent permitted by law

You may not operate any co-branding marketing system without our prior written consent, which may be withheld in our sole discretion No vending, gaming machines, payphones, automatic teller machines, Internet kiosks or other mechanical or electrical devices are permitted in your Cafe without our prior written consent

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Franchise Agreement

	Provision	Section in Franchise Agreement	Summary
a	Length of the franchise term	Section 2 1	RED BRICK PIZZA Cafe The earlier of (1) 10 years after your Cafe opens for business to the public, or (b) 11 years after the effective date of your Franchise Agreement RED BRICK PIZZA Special Venue Cafe The earlier of (a) five years after your Cafe opens for business to the public, or (b) six years after the effective date of your Franchise Agreement
b	Renewal or extension of the term	Section 2 2	You can renew your franchise right for two additional five-year terms
c	Requirements for Franchisee to renew or extend	Section 2 2	If you want to exercise your renewal rights when the first initial term ends, you must notify us of your intent to renew, must have the right to remain in possession of your Cafe premises, be current on all of your obligations to us, and must pay the renewal fee You must sign our then-current form of Franchise Agreement, which may be materially different than our current form of Franchise Agreement and may include higher, or different, fee calculations You also must renovate your Cafe to comply with our then-current standards for a new RED BRICK PIZZA Cafe You must comply with our then-current qualifications and training requirements that apply to new franchisees and you and each of your Owners must sign a general release, releasing us and our affiliates from all claims
d	Termination by Franchisee	No provision	Not applicable
e	Termination by Franchisor without cause	No provision	Not applicable
f	Termination by Franchisor with cause	Sections 13 1, 13 2, 13 3, 13 4, 13 5, and 13 6	We can terminate if you materially default under your Franchise Agreement, any other individual Franchise Agreement, or any Cafe Development Agreement (other than solely for your failure to meet your

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Provision	Section in Franchise Agreement	Summary
		development obligation), or any other agreement between you or your Affiliates and us and our Affiliates In the event of the death or permanent incapacity of an Owner, we may terminate if you fail to adhere to the applicable transfer requirements
g "Cause" defined – curable defaults	Sections 13 3, 13 4 and 13 5	You have 10 days to cure non-payment of fees, failure to obtain or maintain insurance, and any violation concerning our Marks or Copyrighted Works and our products, 30 days to cure non-compliance with laws and defaults not listed in Sections 13 1 and 13 2 You have six months to transfer the interest of an Owner in the event of death or permanent incapacity
h "Cause" defined – non-curable defaults	Sections 13 1, 13 2 and 13 6	Non curable defaults bankruptcy, foreclosure, consent or appointment of receivership, institution of proceedings for a composition with creditors against you, unsatisfied final judgment, dissolution, execution of levy against your business or property, sale of your real or personal property of the franchised business after levy, insolvency, conviction of a felony, unapproved transfers, repeated defaults (even if cured), misrepresentations in acquiring your franchise/license, health or safety violations, knowingly understating your Gross Revenue, knowingly maintaining false books or records, trademark misuse, failure to successfully complete training, failure to acquire a site by the Control Date, failure to open the Cafe by the Opening Date, abandonment of the Cafe, failure to maintain the right to operate the Cafe, violation of confidentiality and non-competition covenants, failure to comply with regard to Crisis Management Events, offering unauthorized products or services, purchase from unapproved suppliers, within any rolling 12-month period fail to pass two or more quality assurance inspections and or participate in any advertising or marketing program Termination of any other agreement between you or your Affiliates and us and our Affiliates (including any Franchise Agreement between your Affiliate and us) provides grounds for immediate termination
i Franchisee's obligations on termination/ nonrenewal	Article 14	You must cease use of our trademarks, de-identify, pay all amounts due to us, and return the Manuals to us We may, at our option, assume all telephone numbers for the Cafe We may, at our option, assume your lease and purchase certain Cafe assets You

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Provision		Section in Franchise Agreement	Summary
			must, at our option, cancel or assign to us your rights to any Internet websites or web pages or e-mail addresses that contain our Marks See also "r" below If the Franchise Agreement terminates because you have closed the Cafe or because of your material default, you must pay us liquidated damages calculated through the end of the franchise term
j	Assignment of contract by Franchisor	Section 12 1	No restriction on our right to assign
k	"Transfer" by Franchisee – definition	Sections 12 2, 12 3, and 12 4	Includes transfer of the agreement or change in ownership of the entity that owns it
l	Franchisor's approval of transfer by Franchisee	Section 12 4	Transfers require our prior written consent, which will not be unreasonably withheld However, transfers that do not result in a change of control of the franchise entity may, subject to certain conditions described in the Franchise Agreement, be completed without our prior written consent
m	Conditions for Franchisor approval of transfer	Section 12 4	First, you must offer us the right to match any third party offer, as described in (n), below You must have satisfied all of your obligations to us, and be in compliance with Franchise Agreement and all other agreements Your transferee must meet our qualifications, and must complete training Your transferee must sign our then-current form of Franchise Agreement, which will be modified to reflect that no initial franchise fee is due, and that the term will be the remaining term left on your Franchise Agreement You also must pay us a transfer fee and, if applicable, our resale program fee As a condition to transfer, we may require that the Cafe be refurbished or remodernized You and each of your Owners must sign a general release, releasing us and our Affiliates from all claims, and, at our option, and sign our standard form of Guaranty and Personal Undertaking If the Franchise Agreement has been signed under a Cafe Development Agreement, except as described below, you must concurrently assign all other existing Franchise Agreements to the same assignee (Cafe Development Agreement Section 8 5)

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	Provision	Section in Franchise Agreement	Summary
n	Franchisor's right of first refusal to acquire Franchisee's business	Section 12 8	We can match any offer for your business
o	Franchisor's option to purchase Franchisee's business	Section 14 4	We have the option to purchase some or all of your equipment, furnishings and fixtures on expiration or termination of your Franchise Agreement, at their then-current fair market value
p	Death or disability of Franchisee	Section 12 9	Same requirements as for transfer in "m" above, except there is no transfer fee and we do not have right of first refusal If your interest is not transferred within six months following your (or a major member, partner or shareholder's) death or legal incapacity, your Franchise Agreement may be terminated
q	Non-competition covenants during the term of the franchise	Section 15 1	Neither you nor your Owners may own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with any full service, fast casual, or quick service Cafe that offers pizza as a primary menu item at any location within the U S , its territories or commonwealths, or any other country, province, state or geographic area in which we or our Affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks, no diversion of any present or prospective customer of ours to a competitor, no solicitation of ours or any of our Affiliate's management employees
r	Non-competition covenants after the franchise is terminated or expires	Section 15 2	Neither you nor your Owners may own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in any full service, fast casual, or quick service restaurant that offers pizza as a primary menu item at your former Cafe location or that operates or provides delivery services within a 25-mile radius of your former Cafe or that operates or provides delivery services within a 25-mile radius of any other RED BRICK PIZZA Cafe for a period of two years following expiration, termination or transfer
s	Modification of the agreement	Sections 18 1 and 18 2	Must be in writing and signed by all parties
t	Integration/	Sections 18 1 and	Only the terms of the Franchise Agreement and other

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	Provision	Section in Franchise Agreement	Summary
	merger clause	18 2	related written agreements are binding (subject to applicable state law) Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable
u	Dispute resolution by arbitration or mediation	Section 19 2	Claims, controversies or disputes from or relating to the Franchise Agreement must be mediated, except for actions seeking injunctive relief and actions we bring which are related to or based on our Marks or Confidential Information (subject to state law)
v	Choice of forum	Sections 19 2 and 19 3	Mediation at the AAA offices in the city in which we maintain our principal business address, current Dallas, Texas Venue for any other proceeding is exclusively the courts located in the county in which we maintain our principal business address, currently Dallas County, State of Texas (subject to applicable state law) See the State Specific Addenda attached to this disclosure document
w	Choice of law	Section 19 1	Subject to applicable state law, the Franchise Agreement is to be interpreted and construed under Texas law (without giving effect to any conflict of laws) except that any law regulating the offer or sale of franchises, business opportunities or similar interests or governing the relationship between us and you will not apply unless its jurisdictional requirements are met independently See the State Specific Addenda attached to this disclosure document

Cafe Development Agreement

	Provision	Section in Cafe Development Agreement	Summary
a	Length of the Agreement term	Section 2 1	The period beginning on the effective date and ending on the earlier of (i) the date on which you have completed your development obligations, or (ii) 12 00 midnight CST on the last day specified in the development schedule set forth in Attachment B of the Cafe Development Agreement
b	Renewal or extension of the term	Section 2 2	You may renew your rights under the Cafe Development Agreement if certain conditions are met
c	Requirements for Developer to renew	Section 2 2	You notify us of your desire to renew, you are not in default of any agreement and have materially complied

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Provision	Section in Café Development Agreement	Summary
or extend		with all agreements, you have developed the required number of Cafes and paid all amounts owed during the initial term, we have mutually agreed on a new development schedule (which must include at least the number of Cafes developed during the initial term), you sign a general release, you pay a development fee equal to $15,000 for each Cafe to be developed during the renewal term
d Termination by Developer	No provision	Not applicable
e Termination by Franchisor without cause	No provision	Not applicable
f Termination by Franchisor with "cause"	Sections 9 1, 9 2 , 9 3, 9 4, 9 5, and 9 6	We can terminate if you materially default under your Cafe Development Agreement (including, without limitation, if you fail to meet the Development Schedule), an individual Franchise Agreement, or any other agreement between you or your affiliate and us or our affiliates In the event of the death or permanent incapacity of an Owner, we may terminate if you fail to adhere to the applicable transfer requirements
g "Cause" defined - curable defaults	Sections 9 3, 9 4 and 9 5	You have 10 days to cure a failure to pay fees and a failure to obtain or maintain insurance, and 30 days to cure any other default, and in the case of a breach or default in the performance of your obligations under any Franchise Agreement or other agreement between you and us, the notice and cure provisions of the Franchise Agreement or other agreement will control You have six months to transfer the interest of an Owner in the event of death or permanent incapacity
h "Cause" defined – non-curable defaults	Sections 9 1, 9 2 and 9 6	Non-curable defaults consent or appointment of receivership, institution of proceedings for a composition with creditors against you, unsatisfied final judgment, dissolution, execution of levy against your business or property, failure to meet development obligation, any breach of confidentiality or unfair competition described in Section 10, cross defaults, bankruptcy, foreclosure, insolvency, conviction of a felony, unapproved transfers, misrepresentations in your application, and/or repeated defaults, even if cured
i Developer's obligation on termination/non-renewal	Sections 2 2 and 10 2	You will have no further right to develop or operate additional RED BRICK PIZZA Cafes which are not, at the time of termination, the subject of a then existing Franchise Agreement between you and us You may continue to own and operate all RED BRICK PIZZA

	Provision	Section in Cafe Development Agreement	Summary
			Cafes under then existing Franchise Agreements provided such Franchise Agreements have not been terminated, if you have no existing Cafes at the time of termination or non-renewal you must honor all post-termination obligations
j	Assignment of contract by Franchisor	Section 8 1	No restrictions on our right to assign
k	"Transfer" by Developer – defined	Sections 8 2, 8 3 and 8 4	Includes transfer of the Cafe Development Agreement, changes in ownership of the entity that is a party to the agreement and transfers of assets No shares of a Developer that is a Business Entity may be offered for sale through the public offering of securities Shares may be offered by private offering with our prior written consent
l	Franchisor approval of Transfer by Developer	Section 8 4	Transfers require our prior written consent, which may be withheld for any reason, in our sole subjective judgment However, transfers that do not result in a change of control of you may, subject to certain conditions described in the Cafe Development Agreement, be completed without our prior written consent
m	Conditions for Franchisor's approval of transfer	Sections 8 4 and 8 5	You may not transfer any Franchise Agreement signed under the Cafe Development Agreement except with our written consent and a simultaneous assignment of the Cafe Development Agreement and all of the Franchise Agreements signed under the Cafe Development Agreement to the same assignee You must have satisfied all of your obligations to us, and be in compliance with the Cafe Development Agreement and all other agreements Your transferee must meet our qualifications, and must complete training Your transferee must sign our then-current form of Cafe Development Agreement, which may include different percentage royalty fee and advertising obligations, and the term will be the remaining term left on your Cafe Development Agreement As a condition to transfer, we may require that the Cafe be refurbished or remodernized You must pay the applicable transfer fee, and if applicable, our resale program fee, and sign a general release, and at our option, sign our standard from of Guaranty and Personal Undertaking
n	Franchisor's right of first refusal to acquire Developer's business	Section 8 9	We may match any offer to purchase your business

	Provision	Section in Café Development Agreement	Summary
o	Franchisor's option to purchase Developer's business	No provision	Not applicable
p	Death or disability of Developer	Section 8 10	Same requirements as for a transfer in "m" above If your interest is not transferred within six months following your (or a major member, partner or shareholder's) death or legal incapacity, your Cafe Development Agreement may be terminated
q	Non-competition covenants during the term of the Agreement	Section 10 1	Neither you nor your Owner(s) may have any involvement in any full service, fast casual, or quick service Cafe that offers pizza as a primary menu item (other than a RED BRICK PIZZA Cafe operated under a valid Franchise Agreement with us) located within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which we or our Affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks, no diversion of any present or prospective customer of ours to a competitor, no solicitation of ours or any of our Affiliates' management employees
r	Non-competition covenants after the Agreement is terminated or expires	Section 10 2	Neither you nor your Owners may have any involvement in any full service, fast casual, or quick service Cafe that offers pizza as a primary menu item, other than a RED BRICK PIZZA Cafe operated under a valid Franchise Agreement with us, within the Development Area or within a 25-mile radius of any RED BRICK PIZZA Cafe for two years following expiration, transfer, or termination
s	Modification of the Franchise Agreement	Sections 13 1 and 13 2	The Cafe Development Agreement can only be modified or amended on by written agreement of all of the parties
t	Integration/merger clause	Sections 13 1 and 13 2	Only the terms of the Cafe Development Agreement and other related written agreements are binding (subject to applicable state law) Any representations or promises outside of the disclosure document and Cafe Development Agreement may not be enforceable
u	Dispute resolution by arbitration or mediation	Section 14 2	Claims, controversies or disputes from or relating to the Cafe Development Agreement must be mediated, except for actions seeking injunctive relief and actions we bring which are related to or based on our Marks or Confidential Information (subject to state law)
v	Choice of forum	Sections 14 2 and 14 3	Mediation at the AAA offices in the city in which we maintain our principal business address, current Dallas, Texas

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Provision	Section in Café Development Agreement	Summary
		Venue for any other proceeding is exclusively the courts located in the county in which we maintain our principal business address, currently Dallas County, State of Texas (subject to applicable state law) See the State Specific Addenda attached to this disclosure document
w Choice of law	Section 14 1	Subject to applicable state law, the Cafe Development Agreement is to be interpreted and construed under Texas law (without giving effect to any conflict of laws) except that any law regulating the offer or sale of franchises, business opportunities or similar interests or governing the relationship between us and you will not apply unless its jurisdictional requirements are met independently See the State Specific Addenda attached to this disclosure document

Applicable state law may require additional disclosures related to the information in this disclosure document These additional disclosures appear in the State Specific Addenda attached to this disclosure document

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised Cafes 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 RED BRICK PIZZA Cafe, however, we may provide you with the actual records of that Cafe If you receive any other financial performance information or projections of future income, you should report it to the franchisor's management by contacting Craig Erlich, President and Chief Operating Officer, Red Brick Pizza FC LLC, 2811 McKinney Avenue, Suite 354, Dallas, Texas 75204, or 631-615-7943, and the Federal Trade Commission, and the appropriate state regulatory agencies

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ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No 1

Systemwide Outlet Summary
For Years 2014 to 2016[1]

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2014	18	12	-6
	2015	12	9	-3
	2016	9	10	+1
Company Owned	2014	0	2	+2
	2015	2	3	+1
	2016	3	1	-2
Total Outlets	2014	18	14	-4
	2015	14	12	-2
	2016	12	11	-1

Note 1 Our fiscal year-end is established as the last Sunday of the year Therefore, all 2016 numbers are as of December 25, 2016, all 2015 numbers are as of December 27, 2015, and all 2014 numbers are as of December 28, 2014

Table No 2

Transfers of Stores from Franchisee to New Owners (other than the Franchisor)
For Years 2014 to 2016[1]

State	Year[1]	Number of Transfers
Arizona	2014	0
	2015	0
	2016	0
California	2014	1
	2015	1
	2016	1
Florida	2014	0
	2015	0
	2016	1
Kentucky	2014	0
	2015	0
	2016	1[2]

State	Year[1]	Number of Transfers
Maryland	2014	0
	2015	0
	2016	0
New Mexico	2014	1
	2015	0
	2016	0
Texas	2014	0
	2015	0
	2016	0
Totals	2014	2
	2015	1
	2016	3

Note 1 Our fiscal year-end is established as the last Sunday of the year Therefore, all 2016 numbers are as of December 25, 2016, all 2015 numbers are as of December 27, 2015, and all 2014 numbers are as of December 28, 2014

Note 2 In March 2016, we sold Cafe #2022 to a franchisee, and the Cafe was subsequently transferred to a new franchisee later in 2016

Table No 3

Status of Franchised Outlets
For Years 2014 to 2016[1]

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
Alabama	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Arizona	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
California[2]	2014	10	0	4	0	0	0	6
	2015	6	0	2	0	0	0	4
	2016	4	0	1	0	0	0	3
Colorado	2014	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Florida	2014	4	0	2	0	0	0	2
	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
Kentucky	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1
Maryland	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Nevada	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
New Mexico	2014	2	0	0	0	0	0	2
	2015	2	0	1	0	0	0	1
	2016	1	1	0	0	0	0	2
Texas	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Totals	2014	18	0	6	0	0	0	12
	2015	12	0	3	0	0	0	9
	2016	9	2	1	0	0	0	10

Note 1 Our fiscal year-end is established as the last Sunday of the year Therefore, all 2016 numbers are as of December 25, 2016, all 2015 numbers are as of December 27, 2015, and all 2014 numbers are as of December 28, 2014

Table No 4

Status of Company Owned Outlets
For Years 2014 to 2016[1]

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
California	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
Kentucky	2014	0	0	0	0	0	0
	2015	0	1	0	0	0	1[2]
	2016	1	0	0	0	1	0
Missouri	2014	0	1	0	0	0	1[2]
	2015	1	1	0	0	0	2[2]
	2016	2	0	0	1	0	1
Nebraska	2014	0	1	0	0	0	1[2]
	2015	1	0	0	1	0	0
	2016	0	0	0	0	0	0
Total Outlets	2014	0	2	0	0	0	2
	2015	2	2	0	1	0	3
	2016	3	0	0	1	1	1

Note 1 Our fiscal year-end is established as the last Sunday of the year Therefore, all 2016 numbers are as of December 25, 2016, all 2015 numbers are as of December 27, 2015, and all 2014 numbers are as of December 28, 2014

Note 2 The stores are located in enclosed shopping malls

Table No 5

Projected Openings as of December 25, 2016

State	Franchise Agreements Signed But Outlets Not Open	Projected New Franchised Outlets in Next Fiscal Year	Projected New Company-owned Outlets in Next Fiscal Year
Arizona	0	0	0
Florida	0	0	0
California	0	0	0
Illinois	0	0	0
Kentucky	0	0	0
Missouri	0	0	0

State	Franchise Agreements Signed But Outlets Not Open	Projected New Franchised Outlets in Next Fiscal Year	Projected New Company-owned Outlets in Next Fiscal Year
Nebraska	0	0	0
New Jersey	1	0	0
New York	0	0	0
Tennessee	0	0	0
Texas	1	0	0
TOTALS	2	0	0

Exhibit F reflects the name, business address and business telephone number of each of our current franchisees and the address and telephone numbers of their Cafes as of December 25, 2016 Exhibit F also reflects the name, city and state, and current business telephone number, or if unknown, the last known e-mail address of every franchisee who had a Franchise Agreement terminated, canceled, not renewed, or who otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our fiscal year ended December 25, 2016, or who has not communicated with us during the prior 10-week period

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system

No franchisee has signed within the last three years a confidentiality clause with us that would restrict the franchisee's ability to openly communicate with you There are no franchisee organizations sponsored or endorsed by us and no independent franchisee organizations have asked to be included in this disclosure document

ITEM 21
FINANCIAL STATEMENTS

Attached to this Franchise Disclosure Document as Exhibit E are our audited balance sheets as of December 25, 2016, December 27, 2015, and December 28, 2014, and the related statements of operations, changes in member's equity, and cash flows for the years then ended

ITEM 22
CONTRACTS

Attached as Exhibit A is our current form of Franchise Agreement with all Attachments

Attached as Exhibit B is our current form of Cafe Development Agreement with all Attachments

Attached as Exhibit C is our current form of General Release

ITEM 23
RECEIPTS

Two copies of a receipt of this disclosure document appear as Exhibit H Please return one copy to us and retain the other for your records

STATE SPECIFIC ADDENDA

FOR THE STATE OF CALIFORNIA

1 Item 1 of the Disclosure Document is supplemented by the following

The State of California has codified regulations specific to the food service industry You may refer to California Plan Check Guide for Retail Food Facilities at http //www ccdeh com/resources/documents/food-safety-guidelines-1/152-california-plan-check-guide-for-retail-food-facilities-2/file For further requirements, please see the California Retail Food Code at http //www cdph ca gov/services/Documents/fdbRFC pdf

2 Item 3 is supplemented by the following

Neither we nor any person identified in Item 2, or an Affiliate or franchise broker offering franchises under our principal trademark is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, 15 U S C A 78a et seq , suspending or expelling such person from membership in such association or exchange

3 Item 5 is supplemented by the following

Based on our current financial condition, the Department of Business Oversight has imposed a financial assurance requirement that requires us to defer your obligation to pay all initial fees due to us under the Franchise Agreement until we have completed all of our initial obligations to you With regard to the Cafe Development Agreement, we will defer your obligation to pay the Development Fee until we have completed all of our initial obligations related to the first Cafe you develop

4 Item 17 is supplemented by the following

The Franchise Agreement and Development Agreement require you to sign a general release of claims on renewal or transfer 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 thereunder is void

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

The Franchise Agreement and Development Agreement provide for termination upon bankruptcy This provision may not be enforceable under federal bankruptcy law (11 U S C A Sec 101 et seq)

The Franchise Agreement and Development Agreement contain a covenant not to compete that extends beyond the termination of the franchise This provision may not be enforceable under California law but we will enforce it to the extent enforceable

The Franchise Agreement contains a liquidated damages clause Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable

California Corporations Code, Section 31125 requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise

The Franchise Agreement and Development Agreement require the application of the laws of Texas This provision may be unenforceable under California law

5 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

6 OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at WWW DBO CA GOV

FOR THE STATE OF ILLINOIS

Item 5 is supplemented by the following

Based on our current financial condition, the Illinois Attorney General's Office has imposed a financial assurance requirement that requires us to defer your obligation to pay all initial fees due to us under the Franchise Agreement until we have completed our initial obligations to you and you have commenced doing business With regard to the Cafe Development Agreement, we will defer your obligation to pay the Development Fee until we have completed our initial obligations related to the first Cafe you develop and you have commenced doing business

Item 17 is supplemented by the following

Section 705/4 of the Illinois Franchise Disclosure Act of 1987 (the "Act") provides that any provision in the Franchise Agreement or Development Agreement that designates venue outside of Illinois is void with respect to any cause of action that is otherwise enforceable in Illinois, however, the Agreements may provide for arbitration in a forum outside of Illinois

Notwithstanding the provisions of the Franchise Agreement and the Development Agreement, Illinois law shall apply to and govern any claim between the parties under the Franchise Agreement and the Development Agreement that alleges violation of the Act

The conditions under which your franchise can be terminated and your rights on renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20

FOR THE STATE OF MARYLAND

1 Item 5 is supplemented by the following

Based on our current financial condition, the Maryland Securities Commissioner has imposed a financial assurance requirement that requires us to defer your obligation to pay all initial fees due to us under the Franchise Agreement until we have completed all of our initial obligations to you and the franchise is open for business With regard to the Cafe Development Agreement, we will defer your obligation to pay the Development Fee until we have completed all of our initial obligations related to the first Cafe you develop and the Cafe is open for business

2 For each table included in Item 17 of the Franchise Disclosure Document, the "**Summary**" sections of Item 17(c) and 17(l) are amended by adding the following

The Code of Maryland Regulations, COMAR 02 02 08 16L , states that a general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law This may affect the enforceability of certain provisions in the Franchise Agreement relating to renewal, sale, assignment or transfer of the Franchise Agreement

3 For each table included in Item 17 of the Franchise Disclosure Document, the "**Summary**" section of Item 17(h) is amended by adding the following

A provision in the Franchise Agreement that provides for termination on your bankruptcy may not be enforceable under federal bankruptcy law (11 U S C Section 101 et seq)

4 For each table included in Item 17 of the Franchise Disclosure Document, the "**Summary**" section of Item 17(v) is amended by adding the following

You may sue us in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise

5 The Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise Any provisions of the Franchise Agreement which requires a prospective franchisee to disclaim the occurrence and/or non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law in order to purchase a franchise are not intended to, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law

FOR THE STATE OF NEW YORK

1 All references made herein to a Disclosure Document shall be amended to Offering Prospectus

2 The following paragraphs are added to the Franchise Disclosure Document Cover Page

INFORMATION COMPARING FRANCHISORS IS AVAILABLE CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT G OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT IF YOU LEARN THAT ANYTHING IN THIS DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK, 10271-0332

WE MAY, IF WE CHOOSE, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS HOWEVER, WE CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS

WE REPRESENT THAT THIS PROSPECTUS DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT

3 Item 3 is supplemented by the following

Neither we, our predecessors, any person identified in Item 2, nor an Affiliate offering franchises under our principal trademark has an administrative, criminal or civil action pending against it, him, or her alleging a felony, a violation of franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations In addition, neither we, our predecessors any person identified in Item 2, or an Affiliate offering franchises under our principal trademark has any pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations

Neither we, our predecessors, any person identified in Item 2, nor an Affiliate offering franchises under our principal trademark has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging violation of a franchise, antifraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, unfair or deceptive practices or comparable allegations

Neither we, our predecessors, any person identified in Item 2, nor an Affiliate offering franchises under our principal trademark is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange, or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent

4 Item 4 is supplemented by the following

Except as disclosed above, neither we nor any of our Affiliates, predecessors, officers, or general partners have, during the 10-year period immediately before the date of the Disclosure Document (a) filed as debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code, (b) obtained a discharge of its debts under the U S Bankruptcy Code, or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code or that obtained a discharge of its debts under the U S Bankruptcy Code during or within 1 year after the officer or general partner of ours held this position in such company or partnership

5 Item 17 is supplemented by the following

All rights you enjoy and any causes of action arising in your favor from the provisions of the New York General Business Law, Article 33 and the regulations issued under the Law shall remain in force This means that any language in the Franchise Agreement or Cafe Development Agreement that states you waive or surrender your rights under the Act is without effect in New York Any provision purporting to require you to agree to a waiver or estoppel that would relieve a person of his/her legal obligations to you under the Act is unlawful in New York

Under New York law, you have the right to terminate the Franchise Agreement and Cafe Development Agreement on any grounds available by law

Any provision in the Franchise Agreement or Cafe Development Agreement that grants a franchisor the right to assign the respective Agreement without the prior approval of a franchisee shall be modified to permit an assignment to an assignee who, in the good faith judgment of the franchisor is willing and able to assume the franchisor's obligations under the respective Agreement

Our choice of law provisions should not be considered a waiver of any right conferred on either us or on you by the Franchise Sales Act of New York (New York General Business Law, Article 33)

FOR THE COMMONWEALTH OF VIRGINIA

In recognition of the restrictions contained in Section 13 1-564 of the Virginia Retail Franchising Act, Item 17 h of the Franchise Disclosure Document for Red Mango FC, LLC is supplemented by the following

"Under Section 13 1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause If any ground for default or termination stated in the Franchise Agreement does not constitute "reasonable cause", as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable "

FOR THE STATE OF WASHINGTON

1 If any of the provisions in the Franchise Agreement or Cafe Development Agreement are inconsistent with the relationship provisions of RCW 19 100 180 or other requirements of the Washington Franchise Investment Protection Act (the "Act"), the provisions of the Act will prevail over the inconsistent provisions of the Franchise Agreement or Cafe Development Agreement with regard to any franchise sold in Washington

2 The state of Washington has a statute, RCW 19 100 180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise

3 In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator

4 If there is a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19 100 RCW shall prevail

5 Item 5 of the Disclosure Document is supplemented by the following

Based on our current financial condition, as a condition to becoming registered to offer and sell franchises in the state of Washington, we have agreed to defer your obligation to pay the Initial Franchise Fee under the Franchise Agreement until we have met our material pre-opening obligations and you have begun operating the Cafe

6 Item 6 is supplemented by the following

Transfer fees are collectible to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer If the proposed transfer includes either a private or public offer of securities, the transfer fee associated with our review of the offering will be based upon our reasonable estimated or actual costs of reviewing the proposed offering

7 Item 17 is supplemented by the following

Notwithstanding the provisions of the Franchise Agreement or Cafe Development Agreement, in the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19 100 RCW shall prevail

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable

You have the right to terminate the Franchise Agreement or Cafe Development Agreement on any grounds permitted by law

EXHIBIT A

FRANCHISE AGREEMENT

RedBrick Pizza

KITCHEN CAFE

RED BRICK PIZZA FC LLC
FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

SUMMARY PAGES

EFFECTIVE DATE	______________________
FRANCHISEE(S)	______________________
ADDRESS FOR NOTICES	______________________
TELEPHONE NUMBER	______________________
FACSIMILE NUMBER	______________________
E-MAIL ADDRESS	______________________
SITE SELECTION AREA	______________________
FRANCHISE LOCATION	______________________
DEVELOPMENT STATUS	☐ New Cafe
	☐ Transfer of Existing Cafe
INITIAL FRANCHISE FEE	☐ RED BRICK PIZZA Cafe
	☐ $30,000 Standard
	☐ $15,000 Discounted [veteran's program, qualifying franchisee, or 2nd or additional cafe pursuant to Cafe Development Agreement]
	☐ RED BRICK PIZZA Special Venue Cafe $15,000
NEW STORE MARKETING PLAN FEE	☐ $10,000 payable at the earlier of the date you sign the lease for the Cafe or the Control Date listed below
MARKETING ALLOCATION	☐ RED BRICK PIZZA Cafe 3% of Gross Revenue
	☐ RED BRICK PIZZA Special Venue Cafe 1% of Gross Revenue
ROYALTY FEE	☐ 5% of Gross Revenue
SITE SELECTION FEE	☐ $3,500 payable on execution of this Agreement
PROJECT MANAGEMENT FEE	☐ $3,500 payable on execution of this Agreement
RENEWAL FEE	☐ RED BRICK PIZZA Cafe $15,000
	☐ RED BRICK PIZZA Special Venue Cafe $7,500
TRANSFER FEE	$1,500 (Convenience of Ownership, refer to Section 12 2)
	$2,500 (Non-controlling Interest, refer to Section 12 3)
	50% of the then-current initial franchise fee (Transfer of Agreement, Franchised Business, and/or Controlling Interest, refer to Section 12 4)
EXTENDED TERM FEE	Refer to Section 12 4 7

______________________ Franchisor Initial

______________________ Franchisee Initial

CONTROL DATE	______________________________	
OPENING DATE	______________________________	
SCHEDULED EXPIRATION DATE	☐	RED BRICK PIZZA Cafe On the 10th anniversary of the Cafe opening, but no later than 11 years from the Effective Date, ______________________
	☐	RED BRICK PIZZA Special Venue Cafe On the 5th anniversary of the Cafe opening, but no later than 6 years from the Effective Date, ______________________

RED BRICK PIZZA FC LLC COMPANY ADDRESS FOR NOTICE

Red Brick Pizza FC LLC
2811 McKinney Avenue, Suite 354
Dallas, Texas 75204
Fax 214-329-1216
Attention Chief Operating Officer
cc Chief Legal Counsel

______________________ Franchisor Initial

______________________ Franchisee Initial

RED BRICK PIZZA FC LLC
FRANCHISE AGREEMENT

TABLE OF CONTENTS

RED BRICK PIZZA FC LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "**Agreement**") is made and entered into as of the Effective Date reflected in the Summary Pages (the "**Effective Date**") by and between Red Brick Pizza FC LLC, a Texas limited liability company, with its principal office in Dallas, Texas ("**RBP**"), and the franchisee identified in the Summary Pages ("**you**") Terms initially capitalized but not otherwise defined will have the meaning ascribed on Attachment A, Glossary of Terms

A RBP has acquired the right to use and to sublicense the use of a distinctive system relating to the establishment and operation of a cafe featuring a casual atmosphere and offering a menu of high quality, fire-roasted gourmet pizzas, fresh chopped salads, gourmet Italian gelato, FHAZANI, and other food and beverage items for dine-in consumption and take-out service (the "**System**") (as more fully defined on Attachment A)

B The distinguishing characteristics of the System include, without limitation, products, recipes and menu items, which incorporate RBP's trade secrets and proprietary information (the "**Proprietary Products**"), distinctive exterior and interior design, decor, color scheme, fixtures, and furnishings, standards and specifications for products and supplies, service standards, uniform standards, specifications, and procedures for operations, procedures for inventory and management control, training and assistance, and advertising and promotional programs, all of which may be changed, improved, and further developed by RBP from time to time

C The System is identified by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited, to the mark "**RED BRICK PIZZA®**" and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated by RBP in writing for use in connection with the System (the "**Marks**") (as more fully defined on Attachment A)

D You have applied to RBP for a franchise to operate a Cafe under the System and Marks (the "**Franchised Business**") and RBP has approved your application and desires to grant you such franchise, all pursuant to the terms and conditions of this Agreement

NOW, THEREFORE, in consideration for the mutual premises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows

1 GRANT

1 1 Grant Subject to the provisions of this Agreement, RBP grants to you the right ("**Franchise**") to continuously operate a RED BRICK PIZZA Cafe at the Franchise Location identified (or to be identified) in the Summary Pages and Attachment B, and to use the Marks in the operation and promotion of the Franchised Business You hereby undertake the obligation and agree to continuously operate the Cafe at the Franchise Location during the term hereof, strictly according to the terms and conditions of this Agreement This Agreement specifically grants you no right, among others, to ***(a)*** sublicense the use of the System or Marks, ***(b)*** to co-brand with another concept, ***(c)*** to provide on-site catering services (such as from a cart or kiosk) without RBP's prior written consent, ***(d)*** to deliver or ship RED BRICK PIZZA products, regardless of the destination, without RBP's prior written consent, or ***(e)*** to distribute RED BRICK PIZZA products through wholesale channels, such as supermarkets, convenience stores, restaurants, or other retailers, or through food service providers such as airlines through in-flight services

1 2 Protected Area This Agreement grants you a "Protected Area" identified in Attachment B During the term of this Agreement, RBP will not own or operate, or grant anyone else the right to operate a RED BRICK PIZZA Cafe in the Protected Area, except (a) for sales in "Closed Markets" (which are carved out from territorial protection, as described in Attachment B), and (b) if RBP purchases, merges, acquires, or affiliates with another business, RBP may continue to operate, franchise, or license the acquired business anywhere, including in the Protected Area, under the Marks or a different trademark, pursuant to Section 12 1 RBP reserves to itself all other rights not expressly granted to you under this Agreement

1 3 Reservation of Rights Except for the restrictions described in Section 1 2, there is no restriction on RBP's right to use and to license use of the Marks RBP may own and operate and to grant others the right to own and operate RED BRICK PIZZA Cafes, and may sell and license others the right to sell, pizza and other products identified by the Marks anywhere outside the Protected Area, regardless of proximity to or economic effect on the Cafe RBP also may own and operate, and grant others the right to own and operate, RED BRICK PIZZA Cafes, and may sell and license others the right to sell pizza and other products identified by the Marks in "Closed Markets" within the Protected Area RBP also may distribute products and services identified by the Marks, such as take home, ready-to-bake and frozen pizza, through alternative channels of distribution including grocery stores, supermarkets, convenience stores, restaurants, and via mail order, catalog sales and/or the Internet

1 4 Right to Operate Businesses Under Different Marks Nothing in this Agreement prohibits or restricts RBP from ***(a)*** owning, acquiring, establishing, operating, or granting franchise rights for one or more other businesses under a different trademark or service mark (*i e*, a mark other than RED BRICK PIZZA), whether or not the business is the same as or competitive with RED BRICK PIZZA Cafes, or ***(b)*** owning, operating, or franchising one or more businesses offering products or services other than pizza under the name RED BRICK or some derivative of the Marks

2 TERM

2 1 Term Unless sooner terminated as provided in this Agreement, the term of this Agreement begins on the Effective Date and expires on the Scheduled Expiration Date described in the Summary Pages, regardless of the date on which the Cafe opens to the public for business

2 2 Successor Terms You may renew your franchise rights for two consecutive five-year terms if, at the end of each term, each of the following conditions has been satisfied ***(a)*** you have notified RBP of your intent to renew the franchise at least twelve (12) months (but no more than twenty-four (24) months) before the then-current term has expired, ***(b)*** you are not in default of any material provision of this Agreement or any successor franchise agreement (as applicable), and you have complied with the material terms and conditions of this Agreement or any successor franchise agreement (as applicable) throughout the term, ***(c)*** all amounts owed to RBP and its Affiliates and third party suppliers have been paid, ***(d)*** the Cafe has been renovated and refurbished so that it reflects RBP's then-current image, trade dress, equipment, and furnishings standards, ***(e)*** you have the right to remain in possession of the Cafe premises, or have secured substitute premises that RBP has approved, ***(f)*** you meet RBP's then-current qualifications for new franchisees, and ***(g)*** you and each person who has guaranteed your obligations under this Agreement signs a general release in a form RBP prescribes, you may exercise your renewal rights The following provisions will govern renewal

2 2 1 No later than sixty (60) days prior to expiration of the current term, RBP will deliver to you its franchise disclosure document containing a copy of its then-current franchise agreement This is the form of franchise agreement that will govern the successor term It may be materially different than this Agreement, and may include, among other things, different or higher fees This form of agreement will be modified to reflect payment of the Renewal Fee reflected on the Summary Pages of this Agreement in lieu of the initial franchise fee, and to reflect a five-year term RBP also will deliver to you a general release to be signed by you and each person who has personally guaranteed your obligations under this Agreement

2 2 2 No later than thirty (30) days prior to the expiration of the current term, you must sign and return to RBP ***(a)*** the executed franchise agreement and all personal guaranties required under the franchise agreement, ***(b)*** payment of the Renewal Fee, ***(c)*** the executed general release, ***(d)*** proof that you have the right to remain in possession of the Cafe premises for the successor term, and ***(e)*** proof of payment of any amounts you owe to RBP, its Affiliates, and your trade creditors No later than thirty (30) days prior to the expiration of the current term, you also must comply with RBP's then-current training requirements

2 2 3 The foregoing conditions and procedures apply to each five-year successor term RBP may extend any of the foregoing deadlines in its sole discretion

2 2 4 In the event you continue operating the Franchised Business following the natural expiration of this Agreement, such arrangement will be considered an extension of this Agreement, provided that the Royalty and Brand Development Fund Contribution fees will equal to 125% of the rates described in the Summary Pages In addition, your Owners shall indemnify RBP in the event that such operation causes any cost, expense, liability or damage to you or RBP The inclusion of this Section 2 2 4 shall not be construed as RBP's permission for you to continue operations after the natural expiration of this Agreement

3 SITE SELECTION, CONSTRUCTION, CAFÉ LOCATION

3 1 Site Selection You shall pay the Site Selection Fee upon execution of this Agreement, and must identify and acquire a site for the Cafe by the Control Date specified in the Summary Pages The site must be located within the Site Selection Area identified in the Summary Pages, must meet RBP's then-current site selection criteria, and must otherwise be mutually acceptable to you and to RBP RBP may assist you in site selection, in its sole discretion, which assistance may include making available to you the services of an internal development management team or our designated tenant representative consulting firm If RBP requires you to use the services of an internal development management team or its designated tenant representative consulting firm, you shall work with the consultant/broker and to pay the Project Management Fee in the amount set forth in the Summary Pages (which RBP may impose and collect on the firm's behalf) Ultimate site selection is solely your responsibility

3 2 Franchise Site Application For each proposed site that you identify, you must deliver to RBP a completed franchise site application in a form RBP prescribes, including such information about the site as RBP may reasonably request to perform its evaluation This information may include, among other things, a description of the proposed site, demographic characteristics, traffic patterns, parking, character of the neighborhood, competition from other businesses in the area, the proximity to other businesses, the nature of other businesses in proximity to the site, and other commercial characteristics (including the purchase price, rental obligations, and other lease terms for the proposed site) and the size, appearance, other physical characteristics, and a site plan of the premises RBP will approve or refuse to approve a proposed site within thirty (30) days after the receipt of these documents and any additional information as RBP may reasonably require RBP's failure to provide notification within this time period shall not be considered either approval or disapproval **You acknowledge and agree that RBP's recommendation or approval of a site, and any information regarding the site communicated to you do not constitute a guarantee, assurance, representation or warranty of any kind, express or implied, as to the suitability of the site for a Café or for any other purpose RBP's recommendation or approval of the site indicates only that RBP believes that the site falls within the acceptable criteria for sites that we have established as of the time RBP recommended or approved the site Criteria that have appeared effective for other sites may not accurately reflect the potential for all sites, and, after RBP's approval of a site, demographic and/or other factors included in or excluded from RBP's criteria could change, thereby altering the potential of a site The uncertainty and instability of such criteria are beyond RBP's control, and RBP will not be responsible for the failure of a site RBP has recommended or approved to meet expectations as to potential revenue or operational criteria You acknowledge and agree that your acceptance of the franchise is based on your own independent investigation of the suitability of the site The parties acknowledge and agree that RBP's site approval is not an assurance that the Café will achieve a certain sales volume or level of profitability, it means only that the proposed site meets RBP's minimum criteria for RED BRICK PIZZA Cafes**

3 3 Lease If you occupy the Franchised Location under a lease with a third-party landlord, RBP has the right to approve the lease terms, and the lease shall not be signed until it has been reviewed and approved by RBP **The parties acknowledge and agree that RBP's approval of a lease does not mean that the economic terms of the lease are favorable, it means only that the lease contains the lease terms that RBP requires** The lease also must contain the terms reflected in Attachment F, including RBP's option to assume the lease in the event of expiration or termination of this Agreement The lease must be completed on or before the Control Date, and you shall provide to RBP a fully executed copy of the lease within ten (10) days after its execution

3 4 Cafe Design and Build Out You shall follow RBP's procedures for Cafe construction and build out, shall construct and build out the Cafe according to RBP's standards and specifications for design, decor and layout, and

shall equip the Cafe according to RBP's requirements for fixtures, furnishings, equipment, interior and exterior signage, artwork and graphics, and awnings If RBP requires you to use the services of an internal development management team or its designated tenant representative consulting firm in connection with space planning and construction coordination assistance, you shall work with the consultant/broker and to pay the Project Management Fee in the amount set forth in the Summary Pages (which RBP may impose and collect on the firm's behalf) You are solely responsible for obtaining all government approvals, zoning classifications, permits, and clearances related to the Cafe, and for complying with applicable requirements of the Americans with Disabilities Act During construction, you must maintain general liability and property damage insurance of the type and with the limits RBP requires, protecting you, RBP, its parent company, and its Affiliates, and their respective subsidiaries, partners, members, shareholders, officers, directors, regional directors, agents, employees, successors and assigns, (collectively, **"RBP Insureds"**) Such policy or policies shall be written by a responsible insurer or insurers acceptable to RBP and shall contain a waiver of subrogation in favor of RBP and the RBP Insureds You shall notify RBP in writing when construction begins, and thereafter shall provide a monthly progress report RBP and its designees have the right to inspect the site at all reasonable times

3 5 Opening

3 5 1 When a site is identified, RBP will establish an opening date ("**Opening Date**") that is no later than one hundred eighty (180) days from the date you take possession of the site, and will be reflected on Attachment B You must open the Cafe for business on or before the Opening Date

3 5 2 You may open the Cafe for business only with prior written permission of RBP

3 5 3 RBP will grant permission to open only if *(a)* all amounts due RBP under this Agreement have been paid, *(b)* the Cafe has been constructed and equipped according to RBP's standards and specifications, *(c)* all of your pre-opening and training obligations have been satisfied, *(d)* RBP has received from you a signed ACH Authorization (Attachment E) by no later than the Control Date, *(e)* RBP has received from you a fully executed copy of your Cafe lease containing the mandatory lease terms described in Attachment F, *(f)* RBP has received from you certificates of insurance as required by Article 11, and *(g)* you are otherwise in good standing under this Agreement

3 6 Relocation You may relocate the Cafe only with RBP's prior written consent RBP will grant its consent if your lease expires or terminates through no fault of yours, or if the Cafe premises is destroyed or materially damaged by fire, flood, or other natural catastrophe (an "**Innocent Loss or Casualty**") and you are not in default of this Agreement or any other agreement between you and RBP Selection of the relocation site and Cafe construction, renovation, and opening shall be governed by this Article 3, provided that if the relocation occurred as a result of the loss of an Innocent Loss or Casualty, the Cafe must be open for business at the new location within one hundred eighty (180) days of closing at the previous location and if the relocation occurred for any other reason, the Cafe must be open for business at the new location within five (5) days of closing at the previous location You are solely responsible for all relocation costs and expenses, and shall reimburse RBP's for its reasonable attorneys' fees and other relocation-related costs and expenses

4 FEES

4 1 Initial Franchise Fee Upon execution of this Agreement, you shall pay RBP an Initial Franchise Fee in the amount and time frame specified in the Summary Pages (less any applicable development credit, if you are signing this Agreement under a Cafe Development Agreement) The Initial Franchise Fee is fully earned by RBP when paid and is not refundable

4 2 Royalty Fee During the term of this Agreement, you shall pay to RBP a nonrefundable and continuing Royalty Fee in the amount specified in the Summary Pages for the right to use the System and the Marks The Royalty Fee will be calculated as 5% of Gross Revenue If any taxes, fees, or assessments are imposed on your payment of the Royalty Fee (except taxes imposed on RBP's net taxable income) you must also pay or reimburse RBP the amount of the taxes, fees, or assessments within fifteen (15) days after your receipt of RBP's written notice to you

4 3 Technology Fee The parties acknowledge and agree that the technological environment is rapidly changing and that it is difficult to anticipate the cost of developing, acquiring, implementing, and licensing Internet, software, and communications technologies that may benefit franchisees of the System Accordingly, in addition to the Royalty Fee, RBP reserves the right to impose a Technology Fee in an amount determined by RBP but which shall not exceed a defined amount in any calendar year ("**Technology Fee Cap**") For calendar year in which this Agreement became effective, the Technology Fee Cap is the greater of $150 per accounting period or $1,950 per calendar year The Technology Fee Cap shall increase automatically each calendar year by an amount not to exceed 10% of the prior year's Technology Fee Cap You agree to pay the Technology Fee according to the terms prescribed by RBP

4 4 Other Payments In addition to all other payments provided in this Agreement, you shall pay promptly when due

4 4 1 All amounts advanced by RBP or which RBP has paid, or for which it has become obligated to pay on your behalf for any reason whatsoever, and all amounts that you owe to trade creditors including, without limitation, amounts due for the purchase of Proprietary Products

4 4 2 All amounts related to any taxes, fees, or assessments are imposed on your payment of the Royalty Fee or any other fees payable under this Agreement (except taxes imposed on RBP's net taxable income)

4 4 3 Fees imposed by RBP and third parties for providing administrative and technical services, such as gift card and loyalty program processing services, and other amounts due relating to your purchase of promotional materials and participation in marketing-related programs pursuant to Section 9 4 , Section 9 5 , and Section 9 6 of this Agreement

4 4 4 All amounts due for any reason, including on account of purchases of Proprietary Products, supplies or services relating to the Franchised Business

4 5 No Set-Off Rights You may not set off, deduct or otherwise withhold any fees or other amounts due RBP under this Agreement on grounds of alleged nonperformance by RBP of any of its obligations or for any other reason Withholding royalties or any other amounts due RBP is a material breach of this Agreement

4 6 Accounting Period Each "Accounting Period" consists of a four-week period, consistent with RBP's 52-53 week fiscal year RBP has the right to modify the definition of "Accounting Period" to mean a calendar month or 30-day period You shall make all changes necessary to conform to such change or modification

4 7 Payment Terms Royalty fees and other payments that are calculated as a percentage of Gross Revenue are payable on a weekly basis, unless otherwise specified by RBP All payments due under this Agreement are due and payable on the day RBP specifies, provided that such day is a Business Day (the "**Due Date**") If the Due Date is not a Business Day, then payment is due on the next Business Day Currently, each week begins on Monday and ends on the following Sunday Unless otherwise determined by RBP, fees and charges will be collected on the Wednesday following the expiration of the applicable reporting period

4 8 Payment Procedures RBP shall determine the amount of the Royalty Fee and other amounts due under this Agreement by accessing and retrieving Gross Revenue data from your computer system, as permitted by Article 10, and shall provide notice to you (each a "**Fee Notice**") stating the applicable Royalty Fee and other fees due after the close of the applicable reporting period If you wish to dispute the amount, you must deliver to RBP written notice of the dispute, along with all evidence that supports your claim within three (3) Business Days following delivery of the Fee Notice If you do not provide notice of any dispute of a Fee Notice within the 3-Business Day period then you will be deemed to have accepted the Fee Notice On each Due Date, RBP will transfer from your commercial bank operating account ("**Account**") the undisputed amount of fees reflected in the Fee Notice If you have not reported Gross Revenue for any reporting period, or if RBP is unable to access Gross Revenue data from your computer system, or if RBP determines that you have underreported Gross Revenue, RBP also has the right to transfer from the Account, at its option, an estimated payment, plus interest, which payment may be based on the Cafe's historical performance and/or the amount of your purchases Any overpayment will be credited against future payments due under this Agreement If an underpayment occurs, RBP will notify you of the additional amounts due on the Fee Notice for the next reporting period

4 9 Electronic Fund Transfer You shall participate in RBP's then-current electronic funds transfer program authorizing RBP to use a pre-authorized bank draft system You shall *(a)* comply with RBP's procedures, as specified in the Manual or otherwise in writing, *(b)* perform those acts and sign and deliver those documents as may be necessary to accomplish payment by electronic funds transfer as described in this Section 4 9, *(c)* give RBP an authorization in the form designated by RBP to initiate debit entries and/or credit correction entries to the Account for payments of the Royalty Fee and other amounts payable under this Agreement, including any interest charges, and *(d)* make sufficient funds available in the Account for withdrawal by electronic funds transfer no later than the Due Date for payment thereof Notwithstanding the provisions of this Article 4, RBP reserves the right to modify, at its option, the method by which you pay the Royalty Fee and other amounts owed under this Agreement upon receipt of written notice by RBP Your failure to have sufficient funds in the Account is a material breach of this Agreement

4 10 Interest, Nonsufficient Funds Charge Any payments not received by RBP by the Due Date will accrue interest at the rate of 18% per annum or the highest lawful interest rate permitted by the jurisdiction in which the Cafe operates, whichever is less If any check, draft, electronic or otherwise, is returned for insufficient funds, you shall pay to RBP a nonsufficient funds ("**NSF**") charge in the amount of $50 (which will increase to $100 for any second or more NSF charge during any rolling 12-month period) and reimburse RBP for all expenses that it incurs on account of such nonsufficient funds

4 11 Partial Payments, Application of Payments If you pay less than the amount due, your payment will be considered a partial payment on account RBP may accept such payment as a partial payment, irrespective of any endorsement or other statement that the payment constitutes full payment RBP's acceptance of such partial payment will not be considered a waiver of any of its right to demand or receive full payment, and you hereby waive any estoppel defense in this regard RBP may apply your payments to any indebtedness, in its sole and reasonable discretion, regardless of any designation that accompanies the payment

4 12 Collection Costs and Expenses If you fail to comply with any of the terms or conditions of this Agreement, you must promptly reimburse RBP for any and all costs and expenses that it incurs in enforcing the terms of this Agreement including, without limitation, fees paid to a collection agency, and reasonable attorneys' fees and accountants' fees This obligation is in addition to and not in lieu of any other remedies available to RBP under this Agreement and applicable law

5 TRAINING AND ASSISTANCE

5 1 Initial Training If this Agreement is being signed in conjunction with your first RED BRICK PIZZA Cafe, then before you may open the Cafe for business, your General Manager (if applicable), your Key Person, and your Cafe Manager (if different from your Key Person) must attend and complete to RBP's satisfaction RBP's initial training program The initial training program will take place at a location and time that RBP designates, generally six (6) weeks prior to the Cafe opening Up to two (2) individuals may attend RBP's initial training program without a tuition or registration charge At your request, RBP may permit additional individuals to attend the same training program, subject to space availability and payment of a reasonable tuition You are responsible for all costs and expenses of complying with RBP's training requirements including, without limitation, tuition and registration costs and salary, travel, lodging, and dining costs for all of your employees who participate in the training The initial training shall apply only to the first RED BRICK PIZZA Cafe you develop, there is no obligation for RBP to provide training with respect to the second or any subsequent Cafe that you develop

5 2 Cafe Opening Assistance

5 2 1 If this Agreement is being signed in conjunction with your first RED BRICK PIZZA Cafe, RBP will make available one (1) individual to provide you five (5) days of on-site opening assistance There is no additional fee for such assistance, but you must reimburse RBP for all out of pocket costs that it incurs in connection with providing such assistance, including travel, lodging and dining costs for the individual providing such assistance At your request, or if RBP deems necessary, RBP shall provide additional on-site opening assistance, subject to availability of personnel In such event, RBP has the right to charge (and you agree to pay) a per diem fee of $1,500 per individual providing such assistance per day, and you must reimburse RBP for all out of pocket costs that it incurs

in connection with providing such additional assistance, including travel, lodging and dining costs for the individual(s) providing such assistance

5 2 2 If this Agreement is being signed in conjunction with your second or additional RED BRICK PIZZA Cafe, there is no mandatory pre-opening assistance requirement or commitment If RBP deems necessary, however, RBP may elect to provide such on-site opening assistance as it deems necessary and appropriate, in its sole discretion In such event, RBP has the right to charge (and you agree to pay) a per diem fee of $1,500 per individual providing such assistance per day, and you must reimburse RBP for all out of pocket costs that it incurs in connection with providing such on-site opening assistance, including travel, lodging and dining costs for the individual(s) providing such assistance

5 3 Pre-Opening Consultation RBP shall provide such pre-opening consultation and advice as it deems appropriate, which may include advice with regard to the development and operation of the Cafe, building layout, furnishings, fixtures, and equipment, plans and specifications, purchasing and inventory control, and such other matters as RBP deems appropriate

5 4 Ongoing Consultation RBP shall provide such ongoing consultation and advice as it deems appropriate, which may include information about new product development, instruction concerning the operation and management of a RED BRICK PIZZA Cafe, advertising and marketing advice, and financial and accounting advice Such consultation and advice may be provided, in RBP's discretion, through Café visits by RBP personnel or other person(s) it designates, via meetings, seminars or conferences, and/or through dissemination of electronic or printed materials You acknowledge and agree that any consultation and/or advice that RBP provides to you will not relieve you of your responsibilities to comply with all applicable laws, rules, and regulations with respect to your operation of the Franchised Business and the Cafe and that you shall seek the advice of local counsel where necessary

5 5 Additional Training You shall cause your General Manager, your Key Person, you Cafe Manager, and other employees that RBP designates to attend such additional courses, seminars, and other training programs as RBP may reasonably require RBP may charge a reasonable tuition for these additional courses, seminars, or other training programs, and you are responsible for all training-related costs and expenses including, without limitation, salary, travel, lodging, and dining costs for all employees who participate in the training

5 6 Performance by Delegate You acknowledge and agree that any rights or duties of RBP may be exercised and/or performed by any of RBP's designees, agents, or employees RBP reserves the right to retain the services of a master development agent in the geographic area in which the Cafe will be located In such event, the master development agent may provide certain consultation, advice, services, and assistance, as RBP may direct You acknowledge and agree that you are not an intended third party to the agreement between RBP and any master development agent

6 OPERATION OF THE FRANCHISED BUSINESS

6 1 General Operating Requirements You understand and acknowledge that every detail of the System is essential to maintain and enhance the goodwill associated with the Marks and the integrity of the brand Accordingly, you agree as follows

(a) To operate the Franchised Business according to the highest applicable health standards and ratings, to timely obtain any and all permits, certificates, or licenses necessary for the lawful operation of the Franchised Business, to operate the Franchised Business according to RBP's operating methods, standards, and specifications, and to maintain, at all times, a high moral and ethical standard in the operation of the Franchised Business

(b) To accept debit cards, credit cards, stored value cards, or other non-cash systems that RBP specifies periodically to enable customers to purchase authorized products (including, for example, APPLE PAY and/or GOOGLE WALLET), to acquire and install all necessary hardware and/or software used in connection with these non-cash systems The parties acknowledge and agree that protection of customer privacy and credit card information is necessary to protect the goodwill of businesses operating under the Marks and System Accordingly, you agree that you shall cause the Franchised Business to meet or exceed, at all times, all applicable security

standards developed by the Payment Card Industry Standards Council or its successor and other regulations and industry standards applicable to the protection of customer privacy and credit card information You are solely responsible for educating yourself as to these regulations and standards, and for achieving and maintaining applicable compliance certifications You shall defend, indemnify, and hold RBP harmless from and against all claims arising out of or related to your violation of the provisions of this Section 6 1 (b)

(c) To notify RBP by telephone and confirm in writing within seventy-two (72) hours of any investigation or violation, actual or alleged, concerning any health, liquor or narcotics laws or regulations, and notify RBP in writing within five (5) days of the commencement of any investigation, action, suit or proceeding, or the issuance of any order, writ, injunction, award, or decree of any court, agency or other government instrumentality, which may adversely affect the operation or financial condition of the Franchised Business

(d) Upon the occurrence of a Crisis Management Event, to immediately inform RBP's Chief Operating Officer (or as otherwise instructed in the Manuals) by telephone, and to cooperate fully with RBP with respect to RBP's response to the Crisis Management Event

6 2 Management

6 2 1 The Cafe shall at all times be under the direct, on-premises management of a Key Person or Cafe Manager, as described below

6 2 2 If you operate one RED BRICK PIZZA Cafe, the Cafe must be supervised by the Key Person The Key Person will be identified in Attachment C to this Agreement The Key Person shall have full control over day-to-day Cafe management and operations The Key Person must attend and successfully complete our initial training program and all additional training (including food safety training) that we require, to our satisfaction The Key Person shall devote his or her full time efforts to Cafe operations, and shall not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility or time commitment We shall have approved the Key Person as meeting our then-current qualifications for such position and shall not have later withdrawn such approval If the Key Person ceases to serve in, or no longer qualifies for, such position, you shall designate another qualified person to serve as your Key Person within thirty (30) days after the date the former Key Person ceases to serve or no longer qualifies to serve Any proposed replacement Key Person must successfully complete the initial training program and such other training (including food safety training) that we require, and be approved by us, before assuming his or her position as Key Person and, in no event, later than ninety (90) days after the former Key Person ceased to serve in such position You are responsible for any and all costs (including, without limitation, tuition and registration) incurred in connection with training the replacement Key Person

6 2 3 If you operate more than one RED BRICK PIZZA Cafe, then the Key Person may supervise multiple cafe operations, and the Café may be supervised by a Cafe Manager The Cafe Manager will be identified in Attachment C to this Agreement Your Cafe Manager shall have full control over day-to-day Cafe management and operations Your Cafe Manager need not have an equity interest in the franchise, but must have completed our initial training program, and all additional training (including food safety training) that we require, to our satisfaction Your Cafe Manager shall devote his or her full time efforts to Cafe management and operations, and shall not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility or time commitment We shall have approved the Cafe Manager as meeting our then-current qualifications for such position, and shall not have later withdrawn such approval If the Cafe Manager ceases to serve in, or no longer qualifies for, such position, you shall designate another qualified person to serve as your Cafe Manager within thirty (30) days after the date the former Cafe Manager ceases to serve or no longer qualifies to serve Any proposed replacement Cafe Manager must successfully complete the initial training program and such other training (including food safety training) that we require, and be approved by us, before assuming his or her position as Cafe Manager and, in no event, later than ninety (90) days after the former Cafe Manager ceased to serve in such position You are responsible for any and all costs (including, without limitation, tuition and registration) incurred in connection with training the replacement Cafe Manager

6 3 Employee Policy, Uniforms and Employee Appearance You shall maintain a competent, conscientious, and trained staff (who shall have been adequately trained) in numbers sufficient to service customers promptly and

properly, including at least a manager or shift leader on duty at all times at which the Cafe is open (including daily Cafe opening and closing procedures), and shall take such steps as are necessary to ensure that your employees preserve good customer relations, render competent, prompt, courteous, and knowledgeable service, and meet such minimum standards as RBP may establish from time to time in the Manuals or otherwise in writing You shall cause all employees, while working at the Cafe, to wear uniforms of such color, design, and other specifications as RBP may designate from time to time and to present a neat and clean appearance In no case shall any of your employees wear his or her RED BRICK PIZZA uniform while working for you at any location other than the Cafe, without RBP's prior written authorization In addition, you and your employees shall handle all customer complaints, refunds, returns, or other adjustments in accordance with RBP's policies as set forth in the Manuals or otherwise in writing The parties acknowledge and agree that these requirements are necessary to preserve the goodwill identified by the Marks The parties further acknowledge and agree that RBP neither dictates nor controls labor or employment matters for you or your employees You are exclusively responsible for hiring personnel, for determining the number of jobs offered or job vacancies to be filled, for determining and changing employee wages and benefits and work hours, and for disciplining and discharging your employees You are exclusively responsible for labor relations with your employees In addition, you shall defend and indemnify RBP and its Indemnitees (as defined in Section 11 3 below) from and against any and all proceedings, claims, investigations, and causes of action instituted by your employees or by others that arise from your employment practices

6 4 Authorized Menu Offerings You must offer and sell all menu items that RBP requires, and only those menu items that RBP has approved RBP may add, eliminate and change authorized menu items, in its sole discretion, and you must comply with all directives (which may require purchasing and installing additional equipment) You shall prepare, package, and serve all menu items in accordance with RBP's recipes, standards and procedures for preparation, presentation and service as communicated to you from time to time via the Manual or other written directives Such standards and procedures may include, without limitation, following recipes (including use of prescribed ingredients and prescribed measure of ingredients), use of containers and paper goods bearing the Marks, packaging procedures, product holding times and other standards for displaying for sale menu items and other merchandise You shall participate in all market research programs that RBP requires, which include test-marketing new products, purchasing a reasonable quantity of new products for test-marketing, promoting the sale of the new products You shall provide RBP with timely reports and test results for all such programs

6 5 Purchase Requirements You shall purchase and install, at your expense, all fixtures, furnishings, equipment, decor, signs, and other items as RBP may reasonably direct, and shall refrain from installing or permitting to be installed on or about the Cafe premises any fixtures, furnishings, equipment, decor, signs, vending or game machines or other items not approved for use by RBP In addition, you shall purchase and use only ingredients, containers, packaging materials, and supplies as conform to RBP's standards and specifications, and shall purchase, use, offer and/or promote the food products and other ingredients which are produced or manufactured in accordance with RBP's proprietary recipes, specifications and/or formulas or which RBP designates as "**Proprietary Products**"

6 6 Purchases from Designated Sources

6 6 1 You agree to purchase only from RBP or suppliers designated by RBP ("**Designated Suppliers**") all goods and services that we identify from time to time including, without limitation *(a)* fixtures, furniture, equipment, interior and exterior signage, graphics, decor, and Cafe design consulting services, *(b)* your requirements of Proprietary Products and all other food products and ingredients, *(c)* all fountain and bottled beverages, *(d)* uniforms, shirts, memorabilia, and all merchandise and items intended for retail sale (whether or not bearing the Marks), *(e)* advertising, point-of-purchase materials, and other printed promotional materials, *(f)* gift certificates, gift cards, and stored value cards, *(g)* stationery, business cards, contracts, and form, and *(h)* cups, spoons, paper goods, packaging, and supplies In addition to Designated Suppliers, RBP may require you to buy your requirements of food, ingredients, and supplies from affiliated or third party distributors ("**Designated Distributors**"), and you shall comply with such requirements

6 6 2 You may purchase from any supplier of your choice items and services for which RBP has not identified Designated Suppliers or Designated Distributors, as long as the supplier possesses adequate quality controls and has the ability to meet your needs and the items or services meet RBP's specifications These specifications may include brand requirements ("**Approved Brands**"), and to the extent that Approved Brands have been identified, you may purchase and use only the Approved Brands

6 6 3 RBP may from time to time modify the list of Designated Suppliers, Designated Distributors, and/or Approved Brands You shall promptly comply with all such modifications **You acknowledge and agree that RBP is not responsible for any delays, damages, acts of God, or defects relating to your purchases from Designated Suppliers or Designated Distributors You further acknowledge and agree that RBP is not responsible for any cost increases relating to increases in material costs, commodity prices, shipping and transportation costs, or other costs beyond RBP's reasonable control**

6 6 4 If you propose to purchase from a previously unapproved source, you shall submit to RBP a written request to approve the proposed supplier, together with such evidence of conformity with RBP's specifications as RBP may reasonably require, or shall request the supplier itself to do so RBP shall have the right to inspect and evaluate the supplier's facilities and products to be supplied, and you shall pay all of RBP's reasonable expenses incurred in so doing RBP may from time to time re-inspect and re-evaluate the facilities and products of any approved supplier and revoke its general approval of particular products or suppliers when RBP determines, in its sole discretion, that such products or suppliers no longer meet RBP's standards Upon receipt of written notice of such revocation, you shall cease to sell any disapproved products and cease to purchase from any disapproved supplier

6 6 5 You acknowledge and agree that RBP and its Affiliates may negotiate purchase arrangements with Designated Suppliers and Designated Distributors for your benefit and for the benefit of the franchise system, and that RBP may derive revenue or obtain rebates, bulk pricing discounts or allowances from Designated Suppliers and Designated Distributors on account of franchisee purchases or leases You agree that RBP has the right to retain and use all such benefits as it deems appropriate, in its sole discretion

6 7 <u>Franchised Location</u>

6 7 1 You shall maintain the Cafe (including adjacent public areas) in a clean, orderly condition and in excellent repair and in accordance with RBP's standards You shall, at your expense, make such additions, alterations, repairs, and replacements under this Agreement as may be required for that purpose, including, without limitation, such periodic repainting, repairing, and replacing of obsolete or deteriorated signs, furnishings, fixtures, equipment, and decor as RBP may reasonably direct In addition, with respect to any equipment RBP may designate, you must execute and renew any preventative maintenance agreements RBP, or our Designated Supplier require in order to insure consistent quality control and health code compliance, and you shall pay all fees imposed under such agreement(s) Upon RBP's request, you shall install and maintain at the Franchised Business interactive multi-media equipment, devices, and facilities RBP requires, including, without limitation, approved music systems, Wi-Fi and other wireless internet and communications systems, and interactive displays, including plasma or LCD screens RBP has the right to require that these systems be purchased from and installed by approved or designated suppliers, and you shall fully comply with all such requirements

6 7 2 You shall not cause or permit vending, gaming machines, pay telephones, automatic teller machines, Internet kiosks or any other mechanical or electrical device to be installed or maintained at the Franchised Location

6 7 3 You shall purchase and install, at your expense, all fixtures, furnishings, equipment, decor, signs, and other items as RBP may reasonably direct from time to time in the Manual or otherwise in writing in accordance with RBP's standards and specifications, and shall refrain from installing or permitting to be installed on or about the Franchised Location, any fixtures, furnishings, equipment, decor, signs, vending or game machines or other items not previously approved in writing as meeting RBP's standards and specifications

6 7 4 At RBP's request, you shall make such alterations as may be necessary to reflect new product offerings and marketing incentives, including updating or replacement of menu boards and the purchase and use of new interior signage, graphics, and/or point of sale materials

6 7 5 At RBP's request, but not more often than once every sixty (60) months (and in addition to any work which you may undertake pursuant to other sections of this Agreement), you shall refurbish the Cafe, at your own expense, to conform to the building design, trade dress, color schemes, and presentation of the Marks in a manner consistent with the then-current public image for new or remodeled RED BRICK PIZZA Cafes in the System, including, without limitation, replacement or renovation of equipment, remodeling, redecoration, and modifications to existing improvements and reasonable structural changes that RBP may reasonably require or that may be required by law

6 8 <u>Days and Hours of Operation</u> You shall cause the Cafe to be open and in normal operation for such minimum hours and days as RBP may specify in the Manual or in other written directives Recognizing that failure to open and operate the Cafe during required hours of operation results in lost sales and payment of a lower Royalty Fee and negatively affects the value of the RED BRICK PIZZA brand, you agree to pay RBP an unauthorized closure fee in the amount of $150 for each day the Cafe fails to maintain required hours of operation (including closure for the day, early closure, or late opening) without RBP's prior written authorization or permission This fee is not a penalty, but is intended as a reasonable estimation of the amount of Royalty Fee lost and other damages that RBP will sustain as a result of the unauthorized closure This fee is in addition to and not in lieu of any other rights or remedies available to RBP under this Agreement or applicable law

6 9 <u>Quality Assurance Inspections, Testing</u> RBP shall have the right to enter upon the Cafe premises during regular business hours to inspect the Cafe for quality assurance purposes You shall allow RBP from time to time to obtain samples of ingredients, products and supplies, without charge, for testing for quality assurance purposes If notified of a deficiency, you must promptly cure the deficiency If you fail to promptly cure the deficiency, RBP may undertake to cure the deficiency on your behalf In such case, RBP has the right to charge, and you agree to pay upon demand, a reasonable fee for its services, and you must reimburse RBP for all out-of-pocket costs that it incurred in connection with taking such corrective measures

6 10 <u>Modification to the System</u> At your own expense, you shall make such alterations, additions, or modifications to the Franchised Location as RBP may reasonably require to implement changes to the System, including, without limitation, changes to menu items or market positioning All changes must be made within ninety (90) days from your receipt of notice You shall not implement any modification to the System without RBP's express prior written consent

6 11 <u>Pricing</u> To the fullest extent permitted by applicable law, RBP reserves the right to establish maximum, minimum or other pricing requirements with respect to the prices you may charge for products or services

6 12 <u>Intranet/Extranet System</u> RBP may, at its option, establish and maintain an intranet or extranet system through which members of the RED BRICK PIZZA franchise network may communicate and through which RBP may disseminate updates to the Manual and other Confidential Information RBP will have no obligation to establish or to maintain the intranet indefinitely, and may dismantle it at any time without liability to you RBP may establish policies and procedures for the intranet's use RBP expects to adopt and adhere to a reasonable privacy policy However, you acknowledge that, as administrator of the intranet, RBP can access and view any communication that anyone posts on the intranet You further acknowledge that the intranet facility and all communications that are posted to it will become RBP's property, free of any claims of privacy or privilege that you or any other individual may assert If you fail to pay when due any amount payable to RBP under this Agreement, or if you fail to comply with any policy or procedure governing the intranet, RBP may temporarily suspend your access to any chat room, bulletin board, listserv, or similar feature the intranet includes until such time as you fully cure the breach

6 13 <u>Web Site</u> RBP may, but shall not be obligated to, establish and maintain from time to time RBP's Web site to provide information about the System and the goods and services that RED BRICK PIZZA Cafes provide RBP has sole discretion and control over the design and content of RBP's Web site

6 14 Social Media You shall follow RBP's mandatory specifications, standards, operating procedures, and rules for using social media in connection with your operation of the Cafe and you will agree to any Social Media policy RBP implements The term "**Social Media**" includes personal blogs, common social networks like FACEBOOK, SNAPCHAT, INSTAGRAM, LINKEDIN, TWITTER, or YOUTUBE, applications supported by mobile platforms such as iOS and Android, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sties, mobile platforms, or tools

7 MARKS AND COPYRIGHTS

7 1 RBP's Representations RBP represents to you that it has the right to use and to sublicense to you the right to use the Marks in accordance with the terms and conditions of this Agreement

7 2 Acknowledgments You expressly acknowledge that RBP or its Affiliate owns all right, title, and interest in and to the Marks and the goodwill associated with the Marks, and that you have no ownership interest in the Marks You further acknowledge and agree that any and all goodwill associated with the Cafe and identified by the Marks is RBP's property and shall inure directly and exclusively to the benefit of RBP and that, upon the expiration or termination of this Agreement for any reason, no monetary amount shall be assigned as attributable to any goodwill associated with your use of the Marks You understand and agree that any use of the Marks other than as expressly authorized by this Agreement, without RBP's prior written consent, may constitute an infringement of RBP's rights herein and that the right to use the Marks granted herein does not extend beyond the termination or expiration of this Agreement

7 3 Use of the Marks You shall use only the Marks designated by RBP, shall use them only in the manner that RBP authorizes and permits, and shall use them with the symbols "®", "™", or "SM", as appropriate You shall use the Marks only in connection with the operation and promotion of the Franchised Business, and only in the manner prescribed by RBP You may not contest ownership or validity of the Marks or any registration thereof, or engage in any conduct that adversely affects the ownership or registration of the Marks, or RBP's right to use or to sublicense the use of the Marks You shall execute all documents that RBP requests in order to protect the Marks or to maintain their validity and enforceability

7 4 Restriction Against Use in Your Corporate Name You may not use the Marks or any part thereof in your corporate name, and you may not use them to incur any obligation or indebtedness on RBP's behalf

7 5 Restriction Against Use of the Marks and Copyrighted Works on the Internet You may not use the Marks or any part or derivative thereof or any of RBP's Copyrighted Works on the Internet, except as expressly permitted in writing Without limiting the generality of the foregoing, you may not use the Marks or any part or derivative of the Marks as part of any URL or domain name or unauthorized email address, and may not register as part of any user name on any gaming website or social networking website (such as FACEBOOK, SNAPCHAT, INSTAGRAM, LINKEDIN, TWITTER, or YOUTBUE), whether or not such social media platform is used for commercial gain You also may not display on any website (including commercial websites, gaming websites, and social networking websites and mobile platforms, supported by operating systems such as iOS and Android) RBP's Copyrighted Works, which include the design portion of its Marks, or any menu items or collateral merchandise identified by the Marks Specifically, but without limiting the foregoing, you shall refrain from uploading or streaming any video on sites such as YOUTUBE

7 6 Notice You shall identify yourself as an independent franchise owner of the Franchised Business in conjunction with any use of the Marks or operation of the Franchised Business, including, but not limited to, such use on invoices, order forms, receipts, business stationery, business cards, and contracts, as well as at such conspicuous locations at the Cafe as RBP may designate in writing The form and content of such notice shall comply with the standards set forth in the Manuals

7 7 Infringement You shall promptly notify RBP of any suspected unauthorized use of, or any challenge to the validity of the Marks or Copyrighted Works, or any challenge to RBP's or its Affiliate's ownership of, RBP's right to use or to license others to use, or your right to use, the Marks or Copyrighted Works licensed under this Agreement You acknowledge that RBP or its Affiliate has the right to direct and control any administrative proceeding or

litigation, or other adjudicative proceeding involving the Marks or Copyrighted Works, including any settlement thereof RBP or its Affiliate has the right, but not the obligation, to take action against third parties for infringement of the Marks or Copyrighted Works RBP shall defend you against any third-party claim, suit, or demand arising out of your use of the Marks or Copyrighted Works If RBP, in its sole discretion, determines that you have used the Marks and Copyrighted Works in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by RBP If RBP, in its sole discretion, determines that you have not used the Marks or Copyrighted Works in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by you In the event of any litigation relating to your use of the Marks or Copyrighted Works, you shall execute any and all documents and perform such acts as may, in the opinion of RBP, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action Except to the extent that such litigation is the result of your use of the Marks or Copyrighted Works in a manner inconsistent with the terms of this Agreement, RBP agrees to reimburse you for your associated costs

7 8 Changes to the Marks RBP reserves the right, in its sole discretion, to designate one or more new, modified or replacement Marks for your use and to require your use of any such new, modified or replacement Marks in addition to or in lieu of any previously designated Marks You must comply with any such directive within sixty (60) days following your receipt of our written notice to you, and you are responsible for all related costs and expenses

8 SYSTEM, MANUALS AND INFORMATION

8 1 Manuals RBP will provide you on loan one copy of the Manual(s), which may be in electronic format You shall operate the Franchised Business in accordance with the standards, methods, policies, and procedures specified in the Manuals The Manuals shall at all times remain the sole property of RBP and shall be kept in a secure place at the Franchised Location You shall ensure that your copy of the Manuals is kept current at all times, and in the event of any dispute as to the contents of the Manuals, the terms of the master copy of the Manuals maintained by RBP shall be controlling If your copy of the Manual is lost or destroyed, or if you fail to return the Manual upon expiration or termination of this Agreement, you must pay RBP a $250 Manual replacement fee

8 2 System Modification You acknowledge that the System, RBP's Confidential Information and the Manuals, and the products and services offered by the Franchised Business may be modified (such as, but not limited to, the addition, deletion, and modification of menu items, operating procedures, products and services) from time to time by RBP You agree to comply, at your expense, with all such modifications, including, without limitation, all requirements to implement the modifications, such as replacement or renovation of equipment, remodeling, redecoration and modifications to existing improvements, including structural changes RBP shall notify you of any such System changes and you shall implement any System changes upon receipt of notice thereof from RBP, and shall complete their implementation within such time as RBP may reasonably specify For purposes of this Agreement, System changes shall include, without limitation, changes in any of the categories referred to in this Section 8 2

8 3 Confidentiality You shall maintain the confidentiality of all Confidential Information You shall use Confidential Information only in connection with the operation of the Franchised Business, and shall divulge Confidential Information only to your employees and only on a need to know basis This obligation shall survive termination or expiration of this Agreement

9 ADVERTISING AND MARKETING

9 1 General All of your promotional and marketing materials shall be presented in a dignified manner and shall conform to RBP's standards and specifications related to advertising, marketing, and trademark use You shall submit to RBP samples of proposed promotional and marketing materials, and notify RBP of the intended media, before first publication or use RBP shall use good faith efforts to approve or disapprove proposed promotional and marketing materials within fifteen (15) days of their receipt You may not use the promotional or marketing materials until RBP expressly approves the materials and the proposed media Once approved, you may use the materials only in connection with the media for which they were approved RBP may disapprove your promotional or marketing materials, or the media for which they were approved, at any time, and you must discontinue using any disapproved materials or media upon your receipt of written notice of disapproval You acknowledge and agree, however, that

such review and approval by RBP will not relieve you of your responsibilities to comply with all applicable laws, rules, and regulations with respect to your operation of the Franchised Business and the Cafe and that you shall seek the advice of local counsel where necessary

9 2 New Store Marketing Plan Fee When a site is identified for the Cafe (and Attachment B is completed), you shall pay to RBP the New Store Marketing Plan Fee amount specified in the Summary Pages RBP will spend such amount to promote the opening of the Cafe as RBP determines appropriate, in its sole discretion

9 3 Brand Development Fund

9 3 1 Each Accounting Period during the Term, you shall contribute to the Brand Development Fund (the "**Fund**") an amount that RBP determines from time to time but not to exceed the "**Marketing Allocation**" stated on the Summary Pages You shall submit payment in the same manner and time frame as the Royalty Fee

9 3 2 RBP has the right to use Fund monies, in its sole discretion, to pay for creative development services (including creation and modification of Cafe design and trade dress, logos, menu design, graphics and vehicle wraps, and advertising and promotional items, including the cost of photography services and design software), preparing and procuring market studies, providing or obtaining marketing services (including, without limitation, new product development, conducting customer surveys, focus groups, and marketing-related mystery shops and customer interviews), employing advertising and/or public relations agencies, developing, producing, distributing and placing advertising (including, without limitation, preparing and conducting media advertising campaigns in various media, local advertising and promotion in a particular area or market, or for the benefit of a particular Cafe or Cafes in connection with opening promotions or otherwise), conducting and administering in-store promotions, preparing and executing direct mail advertising, and developing, producing and purchasing point-of-sale advertising, menus and menu boards, and other sales aids and promotional items and materials), new product development and development of product packaging, developing, updating and hosting RBP's web site (including development of locator programs) and/or an intranet or extranet system, obtaining sponsorships and endorsements, preparing and conducting sweepstakes and other promotions, developing, administering, and distributing coupons, gift certificates, gift cards, and stored value cards, and the cost of product associated with the redemption of free coupons, gift certificates, and stored value cards, developing and administering other customer loyalty programs, providing and procuring public relations services, conducting public relations activities, charitable donations, and membership fees in international, national, regional, and/or local trade or other associations or organizations RBP also may use Fund monies to reimburse itself for its costs of personnel and other administrative and overhead costs associated with providing the services described in this Section 9 3 2

9 3 3 The parties acknowledge that RBP owns all rights, and retains all copyrights, in all design and content developed using Fund monies, and that RBP will have sole control over the creative concepts, content, form, and media placement of all advertising and promotional materials developed with Fund monies, and the allocations of Fund monies to production, placement, and other costs RBP will own all copyright in any works created using Fund monies You acknowledge and agree that RBP is not obligated to expend Fund monies for placement of advertising in your trading area, or to ensure that the Franchised Business benefits directly or *pro rata* from the expenditure of Fund monies RBP will not use Fund monies for creating or placing any advertisement that is principally a solicitation for new franchisees, but may include in all advertising prepared using Fund monies (including Internet advertising) information concerning franchise opportunities, and a portion of Fund monies may be used to create and maintain one or more pages on RBP's web site devoted to advertising franchise opportunities and identifying and screening inquiries and applications submitted by franchise candidates RBP has no fiduciary duty to you or to any other person with respect to the collection or expenditure of Fund monies Upon your reasonable request, RBP will provide you an annual statement of Fund contributions and expenditures

9 3 4 Although the Brand Development Fund is intended to be perpetual, RBP may terminate the Fund at any time The Fund will not be terminated, however, until all Fund monies have been spent as provided in this Section 9 3 4 or returned to the Fund contributors on the basis of their respective contributions Any amounts contributed to the Fund that are not spent in the year they are collected will remain in the Fund for future expenditures

9 4 Marketing Allocation, Local Marketing In addition to the New Store Marketing Plan Fee, described above, you agree to promote your Cafe in your local market, and to spend on such marketing efforts an amount equal to the Marketing Allocation less any amounts contributed during the year to the Fund (described above) (your "**Minimum Local Advertising Expenditure**") As of the Effective Date, RBP requires 2% of Gross Revenue for each RED BRICK PIZZA Cafe and 1% of Gross Revenue for each RED BRICK PIZZA Special Venue Cafe to be contributed to the Brand Development Fund As of the Effective Date, therefore, the Minimum Local Advertising Expenditure for a RED BRICK PIZZA Cafe is 1% of Gross Revenue Any amounts contributed to a Cooperative pursuant to Section 9 5 , below, will be credited toward satisfaction of the Minimum Local Advertising Expenditure As reflected on the Summary Pages, there is no required local advertising spend for RED BRICK PIZZA Special Venue Cafes, however, RBP recommends that you spend up to 1% of Gross Revenue on local marketing to promote a RED BRICK PIZZA Special Venue Cafe as well

9 5 Advertising Cooperatives

9 5 1 RBP may, from time to time, form local or regional advertising cooperatives ("**Cooperative**") to pay for the development, placement and distribution of advertising for the benefit of RED BRICK PIZZA Cafes located in the geographic region served by the Cooperative Any Cooperative established by RBP will be operated solely as a conduit for the collection and expenditure of Cooperative fees for the foregoing purposes

9 5 2 If RBP forms a Cooperative for the area in which the Cafe operates, you agree to participate in the Cooperative pursuant to the terms of this Section 9 5

9 5 3 RBP shall have the exclusive right to create, dissolve and merge each Cooperative created, in its discretion, and to create and amend the organizational and governing documents related thereto, provided that such documents shall (a) operate by majority vote, with each RED BRICK PIZZA Cafe (including businesses owned by RBP or its Affiliates) entitled to one vote, (b) entitle RBP to cast one vote (in addition to any votes it may be entitled to on account of its operations in the area served by the Cooperative, (c) permit the members of the Cooperative, by majority vote, to determine the amount of required contributions (which may exceed the amount of the Minimum Local Advertising Expenditure required under this Agreement), and (d) provide that any funds left in the Cooperative at the time of dissolution shall be returned to the members in proportion to their contributions during the 12-month period immediately preceding termination

9 5 4 You agree to be bound by all organizational and governing documents created by RBP and, at RBP's request, shall execute all documents necessary to evidence or affirm your agreement The Cooperative shall begin operating on a date determined in advance by RBP

9 5 5 No advertising or promotional plans or materials may be used by the Cooperative or furnished to its members without RBP's prior written approval All advertising plans and materials must conform to RBP's standards and specifications and must be submitted to RBP for approval according to the procedures set forth in Section 9 1 of this Agreement

9 6 Loyalty Programs, Prize Promotions, Meal Deals, and Promotional Literature

9 6 1 You shall participate in and offer to your customers *(a)* all customer loyalty and reward programs, *(b)* all contests, sweepstakes, and other prize promotions, and *(c)* all meal deals, which RBP may develop from time to time RBP will communicate to you in writing the details of each such program, promotion, and meal deal, and you shall promptly display all point-of-sale advertising and promotion-related information at such places within the Cafe as RBP may designate You shall purchase and distribute all coupons, clothing, toys, and other collateral merchandise (and only the coupons, clothing, toys, and collateral merchandise) designated by RBP for use in connection with each such program, promotion, or meal deal

9 6 2 If RBP develops or authorizes the sale of gift certificates, gift cards and/or stored value cards, loyalty cards, and/or customized promotional receipts, you shall acquire and use all computer software and hardware necessary to process their sale and to process purchases made using them and be solely responsible for the service charges related to such processing All proceeds from the sale of all gift certificates, gift cards and stored value cards belong exclusively to RBP, and you shall remit the proceeds of such sales to RBP according to the procedures

that RBP prescribes periodically RBP shall reimburse or credit to you (at RBP's option) the redeemed value of gift certificates, gift cards and stored value cards accepted as payment for qualified products and services sold by the Cafe

9 6 3 You also shall display at the Cafe all promotional literature and information as RBP may reasonably require from time to time This may include, among other things, displaying signage or other literature containing information about the RED BRICK PIZZA franchise offering

9 7 Participation in Marketing Programs You shall at all times cooperate with RBP and other franchisees of RBP and shall actively participate in any and all sales, public relations, advertising, cooperative advertising and purchasing programs or promotional programs (including, without limitation, product give-away promotions) which may be developed and implement by RBP Participation may include, without limitation, purchasing (at your expense) and using *(a)* point of sale materials, *(b)* counter cards, displays, and give away items promoting loyalty programs, prize promotions, movie tie-in promotions, and other marketing campaigns and programs, *(c)* product mix and ingredients for product giveaways, and *(d)* equipment necessary to administer loyalty programs and to prepare and print customized purchase receipts, coupons, and similar items

10 POS SYSTEM, ACCOUNTING AND RECORDS, TAXES

10 1 POS System You shall acquire and use only the point of sale cash registers and computer software systems and equipment that RBP prescribes for use by RED BRICK PIZZA Cafes ("**POS System**"), and adhere to RBP's requirements for use You must sign a maintenance agreement with the manufacturer of the POS System, and pay the annual service fees to the POS System manufacturer Other requirements may include, among other things, renew software maintenance agreements, connection to remote servers, off-site electronic repositories, and high speed Internet connections As technology or software is developed in the future, RBP may, in its sole discretion, require you to add to your POS System memory, ports, and other accessories or peripheral equipment or additional, new, or substitute software, and replace or upgrade your POS System and software as RBP prescribes You shall acquire, install and maintain such anti-virus and anti-spyware software as RBP requires, and shall adopt and implement such Internet user policies as RBP may prescribe for purposes of avoiding, blocking, and eliminating viruses and other conditions that interfere with operation of the POS System

10 2 Software You shall *(a)* use any proprietary software programs, system documentation manuals, and other proprietary materials that RBP requires in connection with the operation of the Cafe, *(b)* input and maintain in your computer such data and information as RBP prescribes in the Manual, software programs, documentation, or otherwise, and *(c)* purchase new or upgraded software programs, system documentation manuals, and other proprietary materials, or execute and renew licenses for existing software, at then-current prices whenever RBP adopts such new or upgraded programs, manuals, and materials system-wide You shall enter into all software license agreements, "terms of use" agreements, and software maintenance agreements, in the form and manner RBP prescribes, and pay all fees imposed thereunder

10 3 Independent Access RBP may independently poll Gross Revenue and other information input and compiled by your POS System from a remote location There is no limitation on RBP's right to access this information

10 4 Maintenance of Records You shall prepare and preserve for at least five (5) years from the date of preparation complete and accurate books, records, and accounts according to generally accepted accounting principles and in the form RBP prescribes

10 5 Submission of Financial Statements and Tax Returns You shall provide to RBP a copy of each Accounting Period's profit and loss statement on RBP's standard form within ten (10) days of the end of each such Accounting Period Further, no later than April 30 of each calendar year, you shall provide to RBP a copy of the previous year's annual profit and loss statements, and year-end balance sheet prepared according to generally accepted accounting principles and signed and verified by an authorized representative attesting to their accuracy In addition, upon your receipt of RBP's request, you will submit a copy of your previous year's Accounting Periods and a copy of your federal and state income tax returns for the previous year, provided, however, that if you are an individual franchisee,

you may submit only those schedules to your personal tax returns which reflect the revenues and expenses of the Franchised Business

10 6 Submission of Performance Reports You shall accurately report to RBP the Cafe's Gross Revenue and such other financial information, as RBP may reasonably require, using the procedures and RBP prescribes periodically Reports shall be due on the date prescribed by RBP, and shall be signed by an authorized representative, attesting to their accuracy You also shall provide to RBP such other reports, computer back-up and other information that RBP may reasonably request

10 7 Audit of Franchisee Records RBP or its designated agent shall have the right to audit, examine and copy your books, records, accounts, and business tax returns at any time If an inspection or audit reveals underpayment of amounts owed to RBP, you shall immediately pay the understated amount with interest as provided in Section 4 10 If an audit or inspection reveals your understatement of Gross Revenue by 3% or more for any Accounting Period then, in addition to amounts due on the understatement and interest, you shall promptly reimburse RBP all costs and expenses that it incurred in connection with performing the audit or inspection (including travel, lodging and wage expenses, and attorneys' and accountants' fees)

10 8 Use of Financial Information in Franchise Disclosure Document You acknowledge and agree that it may be in the best interest of the franchise system to share historical revenue and expense information with prospective franchisees To that end, you hereby authorize RBP to publish information concerning the Cafe's Gross Revenue and other information reported to RBP in its franchise disclosure document

10 9 Taxes You shall promptly pay all taxes due and owing based on your operation of the Cafe and the Franchised Business including, without limitation, sales taxes, income taxes, and property taxes

11 INDEPENDENT CONTRACTOR, INSURANCE AND INDEMNIFICATION

11 1 Independent Contractor The parties acknowledge and agree that you are operating the Franchised Business as an independent contractor Nothing contained in this Agreement shall create or be construed to create a partnership, joint venture, or agency relationship between the parties You acknowledge that the relationship created by this Agreement is solely an arm's length business relationship, and that this Agreement does not create a fiduciary, confidential, or relationship between you and RBP other than the relationship of franchisor and franchisee according to the terms of this Agreement Neither party shall have fiduciary or any similar special obligations to the other, or be liable for the debts or obligations of the other Neither party may bind the other, transact business in the other party's name or in any manner make any promises or representations on behalf of the other party, nor contract any debts or obligations on behalf of the other party, or their Affiliates, unless otherwise agreed in writing by the parties You shall conspicuously identify yourself and the Franchised Business in all dealings with your customers, contractors, suppliers, public officials, and others, as an independent franchisee of RBP, and shall place a conspicuous notice, in the form and at such place as RBP prescribes, notifying the public of such independent ownership

11 2 Insurance Obligations

11 2 1 You shall maintain in full force and effect at all times during the term of this Agreement, at your expense, an insurance policy or policies protecting you, RBP and the RBP Insureds against any demand or claim with respect to personal and bodily injury, death, or property damage, or any loss, liability, or expense arising or occurring upon or in connection with the operation of the Franchised Business

11 2 2 Such policy or policies shall ***(a)*** be written by insurer(s) licensed and admitted to write coverage in the state in which the Franchised Business is located and with a rating of "A" or better as set forth in the most recent edition of Best's Key Rating Guide, ***(b)*** name RBP and the RBP Insureds as additional insureds on a primary non-contributory basis to the general liability policy and the auto liability policy, ***(c)*** the additional insured coverage must be provided on an Additional Insured Grantor of Franchise Endorsement form CG2029 (or an endorsement form with comparable wording acceptable to RBP), and ***(d)*** comply with RBP's written requirements at the time such policies are obtained, and provide at least the types and minimum amounts of coverage specified below or as described within RBP's written notice to you

11 2 3 Such policies shall include, at the minimum, the following policies *(a)* "all risk" or "special" property insurance covering all real and personal property and equipment on a replacement costs basis, including business interruption and extra expense insurance, *(b)* comprehensive general liability insurance, including products and completed operations, in an amount of not less than the following combined single limits $2,000,000 per occurrence, $2,000,000 personal and advertising injury, $2,000,000 completed operations/products aggregate, $2,000,000 aggregate per location, *(c)* employment practices liability coverage with a limit of $100,000 per occurrence and in the aggregate, *(d)* automobile liability coverage, including coverage of owned, non-owned, rented or hired vehicles with coverage in amounts not less than $1,000,000 combined single limit, *(e)* liquor legal liability insurance in the amount of not less than $1,000,000 combined single limit, and *(f)* workers' compensation insurance for statutory limits and employer's liability insurance in an amount not less than $1,000,000

11 2 4 In connection with any and all insurance that you are required to maintain under Section 11 2, you and your insurers shall agree to waive their rights of subrogation against RBP, and you shall provide evidence of such waiver in accordance with this Section 11 2 Each year RBP may unilaterally modify the insurance minimum coverage requirements by delivery to you written notice of the change, which may include an increase to the minimum coverage requirements to reflect changes in inflation or as market conditions warrant

11 2 5 Your obligation to obtain and maintain insurance shall not be limited in any way by reason of any insurance that may be maintained by RBP, nor shall your performance of that obligation relieve you of liability under the indemnity provisions set forth in Section 11 3 of this Agreement

11 2 6 All public liability and property damage policies shall contain a provision that RBP and its Affiliates, although named as an additional insureds, shall nevertheless be entitled to recover under such policies on any loss occasioned to RBP, or the RBP Insureds by reason of your negligence

11 2 7 At least ten (10) days prior to the time you are first required to carry insurance, and thereafter at least thirty (30) days prior to the expiration of any policy, you shall deliver to RBP certificate of insurance evidencing your compliance with this Article 11 Each certificate of insurance shall expressly provide that no less than thirty (30) days' prior written notice shall be given to RBP in the event of material alteration to or cancellation or non-renewal of the coverages evidenced by such certificates

11 2 8 If you fail to procure or maintain these minimum insurance requirements, RBP or its designee shall have the right and authority (but not the obligation) to procure such insurance on your behalf Such right shall be in addition to and not in lieu of any other rights or remedies available to RBP If this occurs, you shall reimburse RBP the cost of the premium upon demand

You acknowledge that the foregoing minimum insurance requirements do not constitute advice or a representation that such coverages are necessary or adequate to protect you from losses in connection with the Franchised Business Nothing in this Agreement prevents or restricts you from acquiring and maintaining insurance with higher policy limits or lower deductibles than RBP requires

11 3 Indemnification You shall indemnify and defend to the fullest extent by law, RBP, its parent company, its Affiliates and their respective directors, officers, employees, shareholders, members, agents, successors and assigns, (collectively the "**Indemnitees**") from any and all "**losses and expenses**" (as hereinafter defined) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises directly or indirectly from, as a result of, or in connection with your operation of the Franchised Business and/or the Cafe including, but not limited to, claims arising as a result of the maintenance and operation of vehicles or the Franchised Location (collectively an "**event**"), and regardless of whether same resulted from any strict or vicarious liability imposed by law on the Indemnitees, provided, however, that this indemnity shall not apply to any liability arising from the gross negligence of Indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided in this Agreement shall extend to any finding of comparative negligence or contributory negligence attributable to you) For the purpose of this Section 11 3, the term "**losses and expenses**" shall be deemed to include compensatory, exemplary, or punitive damages, fines and penalties, attorneys' fees, experts' fees, court costs, costs associated with investigating and defending against claims, settlement amounts, judgments,

compensation for damages to RBP's reputation and goodwill, and all other costs associated with any of the foregoing losses and expenses Under no circumstances shall RBP be required or obligated to seek recovery from third parties or otherwise mitigate its losses in order to maintain a claim under this provision, and RBP's failure to seek such recovery or mitigate its loss will in no way reduce the amounts of recovery by RBP under this provision You shall give RBP prompt notice of any event of which you are aware, for which indemnification is required, and, at your expense and risk, RBP may elect to assume (but under no circumstance is obligated to undertake) the defense and/or settlement thereof, provided that RBP will seek your advice and counsel Any assumption by RBP shall not modify your indemnification obligation RBP may, in its sole and absolute discretion, take such actions as it seems necessary and appropriate to investigate, defend, or settle any event or take other remedial or corrective actions with respect thereof as may be, in RBP's sole and absolute discretion, necessary for the protection of the Indemnitees or the System

12 TRANSFER OF INTEREST

12 1 Transfer by RBP RBP may transfer or assign all or any part of its rights or obligations under this Agreement to any person or legal entity With respect to any assignment which results in the subsequent performance by the assignee of all of RBP's obligations under this Agreement, the assignee shall expressly assume and agree to perform such obligations, and shall become solely responsible for all of RBP's obligations under this Agreement from the date of assignment In addition, and without limitation to the foregoing, you expressly affirm and agree that RBP and/or its Affiliates may sell their assets, the Proprietary Products, the Marks or Copyrighted Works, or the System, may sell securities in a public offering or in a private placement, may merge, acquire other corporations, or be acquired by another corporation, and may undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring With regard to any of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of RBP's name, the Proprietary Products, the Marks (or any variation thereof), the Copyrighted Works, the System and/or the loss of association with or identification of Red Brick Pizza FC LLC as the franchisor under this Agreement You specifically waive any and all other claims, demands or damages arising from or related to the foregoing merger, acquisition and other business combination activities including, without limitation, any claim of divided loyalty, breach of fiduciary duty, fraud, breach of contract or breach of the implied covenant of good faith and fair dealing You agree that RBP has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities (including, without limitation, if such location is within the Protected Area), and to operate, franchise or license those businesses and/or facilities as RED BRICK PIZZA Cafes operating under the Marks, the Copyrighted Works, or any other marks following RBP's purchase, merger, acquisition or affiliation, regardless of the location of these facilities (which you acknowledge may be proximate to the Franchised Business)

12 2 Transfer by Individual Franchisee to Business Entity for Convenience If you are an individual, you may transfer your interest in this Agreement to a Business Entity for convenience of operation within the first twelve (12) months of this Agreement by signing RBP's standard form of assignment and assumption agreement if ***(a)*** the Business Entity is formed solely for purposes of operating the Franchised Business, ***(b)*** you own and control 100% of the equity interest, ***(c)*** you provide to RBP a copy of the Business Entity's formation and governing documents and a certificate of good standing from the jurisdiction under which the Business Entity was formed, and ***(d)*** you pay to RBP a $1,500 administrative fee

12 3 Transfer Among Owners, Transfer of Non-Controlling Interest If you are a Business Entity, your Owners may transfer their ownership interests in the Business Entity among each other, and may transfer up to a Non-Controlling Interest in the Business Entity to one or more third parties, if ***(a)*** you have provided to RBP advance notice of the transfer, ***(b)*** Attachment C has been amended to reflect the new ownership, ***(c)*** each new Owner has signed a Guaranty and Personal Undertaking in the form of Attachment D-1, and ***(d)*** you pay to RBP a $2,500 administrative fee

12 4 Transfer of Agreement, Transfer of Controlling Interest All other transfers (including any sale or transfer of your interest in this Agreement, the sale or transfer of all or substantially of the assets of the Cafe in connection with

a transfer of this Agreement, and the sale of a Controlling Interest in you if you are a Business Entity) require RBP's prior written consent For the purpose of determining whether you are transferring and/or selling a Controlling Interest or a Non-Controlling Interest, **"Control"** shall mean the ability to direct the business decisions of a business entity or to exercise the voting rights of fifty percent (50%) or more of the voting shares of a business entity, or ownership of fifty percent (50%) or more of the shares of a business entity, or the ability to appoint half or a majority of the directors (or equivalent officers) of a business entity RBP will not unreasonably withhold its consent to a transfer, but may condition its consent on satisfaction of any or all of the following

12 4 1 You shall have requested consent in writing and delivered to RBP a copy of the proposed transfer agreements, including sale terms, at least thirty (30) days prior to the proposed transfer, and RBP has determined, in its sole and reasonable discretion, that the terms of the sale will not materially and adversely affect the post transfer viability of the Franchised Business,

12 4 2 The transferee has demonstrated to RBP's satisfaction that the transferee ***(a)*** meets RBP's then-current educational, managerial and business standards, ***(b)*** possesses a good moral character, business reputation and credit rating, ***(c)*** has the aptitude and ability to operate the Franchised Business, and ***(d)*** has sufficient equity capital to operate the Franchised Business, and the transferee (or the transferee's Key Person, as applicable) has agreed to complete RBP's initial training program,

12 4 3 All of your accrued monetary obligations and all other outstanding obligations to RBP, its Affiliates, and third party suppliers shall be up to date, fully paid and satisfied, and you must be in full compliance with this Agreement and any other agreements between you and RBP, its Affiliates and your suppliers,

12 4 4 You or the transferee shall have agreed to refurbish the Cafe premises so that it meets RBP's image requirements for new RED BRICK PIZZA Cafes,

12 4 5 You and each Owner shall have executed a general release, in a form satisfactory to RBP, of any and all claims against RBP, its parent company and its Affiliates and their respective officers, directors, shareholders, members, agents, employees, successors and assigns in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, provided, however, that any release will not be inconsistent with any state law regulating franchising,

12 4 6 You or the transferee has paid the applicable Transfer Fee in the amount set forth in the Summary Pages (i e , 50% of the then-current Initial Franchise Fee for either a RED BRICK PIZZA Cafe or for a RED BRICK PIZZA Special Venue Cafe), and has reimbursed RBP for all reasonable costs and expenses it incurred (including its attorneys' fees) in facilitating the transfer,

12 4 7 The transferee has executed RBP's then-current form of franchise agreement, the terms of which may be materially different than the terms of this Agreement and may include, among other things, a different percentage royalty fee and different advertising obligations The term of such agreement shall be the remaining term of this Agreement at the time of transfer The transferee shall have the option, however, to purchase a longer term (not to exceed a total of ten (10) years) by paying an extended term fee (**"Extended Term Fee"**) The Extended Term Fee will be calculated as RBP's then-current initial franchise fee divided by the number of days included in the initial term of the then-current franchise agreement, multiplied by the number of days of additional term being purchased by the transferee,

12 4 8 If the transferee is a Business Entity, then the transferee's Owners each shall sign RBP's standard form of Guaranty and Personal Undertaking If any person required to sign a Guaranty and Personal Undertaking is a corporation or other business entity (an entity other than a natural person), then its owners and parents also shall execute the Guaranty and Personal Undertaking, it being the intent of the parties that each entity in the chain of ownership, and each natural person holding a beneficial interest in the franchise, either directly or indirectly through business entities, will also execute the Guaranty and Personal Undertaking,

12 4 9 The transferee shall have complied with RBP's then-current initial training requirements, and

12 4 10 If RBP introduced the buyer to you, you have paid all fees due RBP under its then-current franchise resale policy or program

12 5 Transfers Void Any purported transfer, by operation of law or otherwise, made without RBP's prior written consent will be considered null and void and will be considered a material breach of this Agreement

12 6 Security Interest You may grant a security interest in this Agreement or the franchise represented by this Agreement only to the limited extent permitted by Section 9-408 of the Uniform Commercial Code Any such security interest may only attach to an interest in the proceeds of the operation of the Franchised Business and may not entitle or permit the secured party to take possession of or operate the Franchised Business or to transfer your interest in the franchise without RBP's consent

12 7 Public Offerings If you are a Business Entity and you intend to issue equity interests pursuant to a public or private offering, you shall first obtain RBP's written consent, which consent shall not be unreasonably withheld You must provide to RBP for its review a copy of all offering materials (whether or not such materials are required by applicable securities laws) at least sixty (60) days prior to such documents being filed with any government agency or distributed to investors No offering shall imply (by use of the Marks or otherwise) that RBP is participating in an underwriting, issuance or offering of your securities, and RBP's review of any offering shall be limited to ensuring compliance with the terms of this Agreement RBP may condition its approval on satisfaction of any or all of the conditions set forth in Section 12 4 and on execution of an indemnity agreement, in a form prescribed by RBP, by you and any other participants in the offering For each proposed offering, you shall pay to RBP a retainer in an amount determined by RBP, which RBP shall use to reimburse itself for the reasonable costs and expenses it incurs (including, without limitation, attorneys' fees and accountants' fees) in connection with reviewing the proposed offering

12 8 Right of First Refusal If you receive a bona fide offer to purchase your interest in this Agreement or a bona fide offer to purchase all or substantially all of the assets of the Franchised Business in connection with the buyer's acquisition of a franchise for a RED BRICK PIZZA Cafe, or if any Owner receives a bona fide offer to purchase his or her equity interests in you, and you or such Owner wishes to accept such offer, you or the Owner must deliver to RBP written notification of the offer and, except as otherwise provided herein, RBP shall have the right and option, exercisable within thirty (30) days after receipt of such written notification, to purchase the seller's interest on the same terms and conditions offered by the third party If the bona fide offer provides for the exchange of assets other than cash or cash equivalents, the bona fide offer shall include the fair market value of the assets and you shall submit with the notice an appraisal prepared by a qualified independent third party evidencing the fair market value of such assets as of the date of the offer Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by RBP as in the case of an initial offer If RBP elects to purchase the seller's interest, closing on such purchase must occur by the later of *(a)* the closing date specified in the third party offer, or *(b)* within sixty (60) days from the date of notice to the seller of RBP's election to purchase RBP's failure to exercise the option described in this Section 12 8 shall not constitute a waiver of any of the transfer conditions set forth in this Article 12

12 9 Transfer Upon Death or Incapacitation Upon the death or permanent incapacity (mental or physical) of any person with an interest in this Agreement, in you, or in all or substantially all of the assets of the Franchised Business, the executor, administrator, or personal representative of such person shall transfer such interest to a third party approved by RBP within six (6) months after such death or mental incapacity Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as an inter vivos transfer, except that the transfer fee shall be waived In the case of transfer by devise or inheritance, however, if the heirs or beneficiaries of any such person are unable to meet the conditions of this Section 12 9 , the executor, administrator, or personal representative of the decedent shall transfer the decedent's interest to another party approved by RBP within six (6) months, which disposition shall be subject to all the terms and conditions for transfer contained in this Agreement If the interest is not disposed of within such period, RBP may, at its option, terminate this Agreement, pursuant to Section 13 5

12 10 Non-Waiver of Claims RBP's consent to a transfer shall not constitute a waiver of any claims it may have against the transferring party, and it will not be deemed a waiver of RBP's right to demand strict compliance with any of the terms of this Agreement, or any other agreement to which RBP's and the transferee are parties, by the transferee

12 11 Disclosure to Transferee RBP may communicate directly with any prospective transferee You expressly consent to RBP, its Affiliates, contractors, suppliers, or vendors disclosing to the prospective transferee any information RBP deems appropriate You release RBP, its Affiliates, contractors, suppliers, and vendors, and their respective directors, officers, employees, and agents from any claims, losses, or liability of yours resulting from any disclosure made by RBP in good faith Nothing in this provision is intended to obligate RBP to provide any information to a prospective transferee

13 DEFAULT AND TERMINATION

13 1 Termination In the Event of Bankruptcy or Insolvency You shall be deemed to be in default under this Agreement, and all rights granted to you in this Agreement shall automatically terminate without notice, *(a)* if you become insolvent or make a general assignment for the benefit of creditors, *(b)* if a petition in bankruptcy is filed by you or such a petition is filed and against you and you do not oppose it, *(c)* if you are adjudicated as bankrupt or insolvent, *(d)* if a bill in equity or other proceeding for the appointment of a receiver for you or other custodian for your business or assets is filed and consented to by you, *(e)* if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction, *(f)* if proceedings for a composition with creditors under any state or federal law is instituted by or against you, *(g)* if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed), **(h)** if you are dissolved, *(i)* if execution is levied against your business or property, *(j)* if judicial, non-judicial or administrative proceedings to foreclose any lien or mortgage against the Franchised Location premises or assets or equipment is instituted against you and not dismissed within thirty (30) days, or *(k)* if the real or personal property of the Franchised Business is sold after levy thereupon by any sheriff, marshal, or constable

13 2 Termination with Notice and Without Opportunity to Cure RBP has the right to terminate this Agreement, which termination will become effective upon delivery of notice without opportunity to cure if *(a)* your General Manager, if applicable, or your Key Person fails to successfully complete training, *(b)* you fail to acquire a site by the Control Date, *(c)* you fail to open the Cafe for business by the Opening Date, *(d)* you abandon the Franchised Business (which will be presumed if you cease operations for three (3) consecutive days or more), *(e)* you lose any license required to operate the Franchised Business or you lose your right to occupy the Cafe premises, *(f)* you or any Owner or Key Person is convicted of, or pleads no contest to, a felony, a crime involving moral turpitude, or any other crime or offense that RBP believes is reasonably likely to have an adverse effect on the System, *(g)* there is any transfer or attempted transfer in violation of Article 12 of this Agreement, *(h)* you or any Owner fails to comply with the confidentiality or noncompete covenants in Section 15 1 of this Agreement, *(i)* you or any Owner has made any material misrepresentations in connection with your franchise application, *(j)* you fail to comply with notification requirements set forth in Sections 6 1 (c) or (d) concerning investigations and Crisis Management Events, *(k)* you understate any payment to RBP by 3% or more, or understate any such payment in any amount, twice in any two-year period, *(l)* if an imminent threat or danger to public health or safety results from the operation of the Franchised Business, *(m)* you knowingly maintain false books or records or submit any false reports or statements to RBP, *(n)* you offer unauthorized products or services from the Cafe premises or in conjunction with the Marks or Copyrighted Works, *(o)* purchase items from an unapproved source when RBP has identified Designated Supplier(s) or Designated Distributor(s), *(p)* failure to pass two (2) or more quality assurance inspections within any rolling 12-month period, *(q)* failure to participate in any advertising or marketing program pursuant to Sections 9 5 or 9 6 on two (2) or more occasions within any rolling 12-month period, or *(r)* RBP delivers to you three (3) or more written notices of default pursuant to this Article 13 within any rolling 12-month period, whether or not the defaults described in such notices ultimately are cured

13 3 Termination with 10-Day Cure Period RBP has the right to terminate this Agreement, which termination will become effective upon delivery of written notice of termination, if you fail to cure the following defaults within ten (10)

days after delivery of written notice *(a)* your failure to obtain or maintain required insurance coverage, *(b)* your failure to pay Royalty Fees or any other amounts due to RBP under this Agreement, *(c)* your failure to pay any amounts due to your trade creditors (unless such amount is subject to a bona fide dispute), *(d)* your failure to pay any amounts for which RBP has advanced funds for your or on your behalf, or upon which RBP is acting as guarantor of your obligations, *(e)* your violation of any provision of this Agreement concerning the use and protection of the Marks or Copyrighted Works, or *(f)* your violation of any provision of this Agreement concerning the preparation, service, appearance or quality of any RED BRICK PIZZA products or menu items

13 4 Termination with 30-Day Cure Period Except as otherwise provided in this Article 13, RBP has the right to terminate this Agreement, which termination will become effective upon delivery of written notice of termination, if you fail to cure any curable default within thirty (30) days after delivery of written notice

13 5 Termination Related to Death or Permanent Incapacity RBP has the right to terminate this Agreement if an approved transfer as required by Section 12 9 is not effected within the designated time frame following a death or permanent incapacity (mental or physical)

13 6 Cross-Default Except for a default or termination of any Cafe Development Agreement between you or your Affiliate and RBP solely on account of your failure to meet the applicable development schedule (which shall not be considered a default under this Agreement), any default under any agreement between you or any of your Affiliates and RBP or any of its Affiliates (including any other franchise agreement between RBP and you or your Affiliate), and failure to cure within any applicable cure period, shall be considered a default under this Agreement and shall provide an independent basis for termination of this Agreement Termination of a Cafe Development Agreement solely on account of your failure to meet the applicable development schedule will not be considered a default or provide grounds for termination of this Agreement

13 7 Additional Remedies In addition to, or in lieu of, termination of this Agreement, in its sole discretion, RBP may require the Cafe be closed during any cure period relating to a default based on public health and safety concerns

14 OBLIGATIONS UPON TERMINATION OR EXPIRATION

14 1 Cease Use of Marks and Copyrighted Works, Cancellation of Fictitious Name, Assignment of E-mail Addresses, URLs, Domain Names, Internet Listings Upon termination or expiration of this Agreement, you shall immediately cease all use of the Marks, Copyrighted Works and Confidential Information You shall cancel any assumed name registration containing the Marks You shall, at RBP's option and request, assign to RBP all rights to all e-mail addresses, URLs, domain names, Internet listings, and Internet accounts related to the Franchised Business You hereby appoint RBP as your attorney-in-fact with full power and authority for the sole purpose of assigning these rights to RBP This appointment is deemed to be coupled with an interest and shall continue in full force and effect for twelve (12) months following termination or expiration of this Agreement

14 2 Assignment of Lease, De-Identification You hereby grant RBP or its designee the option to assume your lease upon expiration or termination of the Franchise Agreement Such option shall be exercised by delivering to you written notice within thirty (30) days following termination or expiration of this Agreement If RBP or its designee assumes your lease, you agree to sell, transfer, and convey to the assignee your interest (if any) in all leasehold improvements, without further consideration If RBP does not request assignment of the lease before expiration of this 30-day period, then within ten (10) days after termination or expiration of this Agreement, you shall modify the Cafe premises (including, without limitation, the changing of the color scheme and other distinctive design features, and the changing of and assigning to RBP of, the telephone numbers) as may be necessary to distinguish the appearance of the Franchised Location from that of other RED BRICK PIZZA Cafes, and shall make such specific additional changes to the Franchised Location as RBP may reasonably request for that purpose Because of the likelihood of confusion as to source, you covenant not to sell after termination any pizza from the premises until the decor and configuration of the premises has been sufficiently modified so as not (in RBP's reasonable opinion) to cause consumer confusion If you fail de-identify the Cafe premises within a reasonable time, you hereby grant a license to RBP's personnel and designees to enter upon the Cafe premises and take all actions necessary to de-identify the premises as a RED BRICK PIZZA Cafe including, without limitation, removing all signage, advertising

materials, trade dress, displays, proprietary equipment, and Proprietary Products, and any other items which display the Marks or reflect RBP's trade dress RBP may charge a reasonable fee for its services, you agree to pay the fee on demand and to reimburse RBP for all de-identification related costs that it incurred

14 3 Return of Manuals and Other Confidential Information You shall immediately deliver to RBP the Manuals and all other manuals, records, correspondence, files, and any instructions containing Confidential Information relating to the operation of the Franchised Business which are in your possession, and all copies thereof (all of which are acknowledged to be the property of RBP)

14 4 RBP's Right to Purchase Tangible Assets RBP shall have the option to purchase any or all of the Cafe's tangible assets, including furniture, fixtures, equipment and interior and exterior signs at the lesser of depreciated book value (cost less accumulated depreciation) or fair market value, and may set off against the purchase price any amounts that you owe to RBP RBP shall exercise its option by written notice to you delivered on or before the date of termination or expiration of this Agreement

14 5 Payment of Liquidated Damages If you prematurely close the Cafe or abandon the Franchised Business, or if RBP terminates the Franchise Agreement because of your material default (which includes your failure to pay any amounts owing to RBP or its Affiliates and your failure to pay your trade creditors as required by this Agreement), you shall pay to RBP, as liquidated damages and not as a penalty, damages in an amount equal to the average weekly Royalty Fee for the 26-week period immediately preceding termination, multiplied by the number of weeks remaining in the current Term, discounted to present value If the Cafe was closed during any part of the 26-week period, then the Royalty Fee for any week or partial week in which the Cafe was closed will be presumed to be the highest weekly Royalty Fee payable during the 26-week period Notwithstanding the foregoing, we will permit you to close the Cafe and will waive our right to collect liquidated damages and lost future profit damages based on your premature closure of the Cafe if (1) you deliver to RBP written notice of the proposed closure at least sixty (60) days prior to the closure, (2) the notice includes profit and loss statements for the previous 6-month period, prepared according to the accounting method you use to prepare Federal income tax reports, (3) the profit and loss statements demonstrate to RBP's reasonable satisfaction that the Cafe sustained a net cumulative loss during the 6-month period despite your compliance with this Agreement and RBP's standards, and despite that your operating expenses were reasonable in RBP's sole judgment, and (4) you and each person who has guaranteed your obligations under this Agreement signs a termination agreement and general release in a form RBP prescribes

14 6 Trademark Infringement If you contest termination and/or fail to comply with your post-termination obligations, and a court of competent jurisdiction upholds such termination, your operation of the Cafe from and after the date of termination, will constitute willful trademark infringement and unfair competition by you, and you shall be liable to RBP for damages resulting from such infringement in addition to any fees paid or payable hereunder, including, without limitation, any profits that you derived from such post-termination operation of the Cafe

15 COVENANTS

15 1 Non-Competition During Term of Agreement You and each Owner acknowledge that you and each Owner will receive valuable specialized training and Confidential Information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques and trade secrets of RBP and the System You and each Owner also agree that the license to use the Marks and to receive the benefit of the goodwill symbolized by the Marks will provide a competitive advantage, and is the primary reason you are entering into this Agreement You and each Owner covenant and agree that during the term of this Agreement, except as otherwise approved in writing by RBP, you and, if applicable, such Owner, shall not, either directly or indirectly, for yourselves, or through, on behalf of, or in conjunction with any person, or legal entity

15 1 1 Divert or attempt to divert any present or prospective customer of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System,

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15.1.2 Employ or seek to employ any person who is or has been within the previous thirty (30) days employed by RBP or an Affiliate of RBP as a salaried managerial employee, or otherwise directly or indirectly induce such person to leave his or her employment, and

15.1.3 Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, any Competitive Business at any location within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which RBP or its Affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks.

15.2 Non-Competition After Expiration or Termination of Agreement. Commencing upon the later of ***(a)*** a transfer permitted under Section 12 of this Agreement, expiration of this Agreement, or termination of this Agreement (regardless of the cause for termination), or ***(b)*** a final court order (after all appeals have been taken) with respect to any of the foregoing events or with respect to enforcement of this Section 15.2, and continuing for an uninterrupted period of two (2) years thereafter, you shall not either directly or indirectly, for yourselves, or through, on behalf of, or in conjunction with any person, persons, or legal entity, own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with any Competitive Business that ***(i)*** is, or is intended to be, located at the location of the former Franchised Business, ***(ii)*** is located or that provides delivery services within the former Protected Area of the Cafe (or, if there was no protected area, that is located or that provides delivery services within a 25-mile radius of the Cafe), or ***(iii)*** that is located or that provides delivery services within a 25-mile radius of any other Cafe operating under the System and Marks in existence or under development at the time of such expiration, termination or transfer. If any Owner ceases to be an Owner of the franchisee for any reason during the term of this Agreement, the foregoing covenant shall apply to the departing Owner for a two-year period beginning on the date such person ceases to meet the definition of an Owner. The obligations described in this Section 15.2 shall be tolled during any period of noncompliance.

15.3 Additional Provisions. The parties acknowledge and agree that RBP has the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 15.1 and 15.2, or any portion thereof, without your consent or the consent of any Owner, effective immediately upon delivery of written notice to the affected party, and you and each Owner agree that such person shall comply forthwith with any covenant as so modified. You and each Owner expressly agree that the existence of any claims you may have against RBP, whether or not arising from this Agreement, shall not constitute a defense to RBP's enforcement of the covenants in this Article 15. You agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by RBP in connection with the enforcement of this Article 15.

15.4 Covenants from Individuals. Each individual who attends RBP's training program shall be required to sign a confidentiality and non-compete agreement substantially in the form attached as Attachment D-2 to this Agreement. You shall be responsible for ensuring compliance with such agreement.

15.5 Breach of Covenants Causes Irreparable Injury. You acknowledge that your violation of any covenant of this Article 15 would result in irreparable injury to RBP for which no adequate remedy at law may be available, and you consent to the issuance of, and agree to pay all court costs and reasonable attorneys' fees incurred by RBP in obtaining, without the posting of any bond, an ex parte or other order for injunctive or other legal or equitable relief with respect to such conduct or action.

15.6 Exception for Publicly Held Companies. The foregoing restrictions shall not apply to your ownership or any Owner's ownership of less than a 5% beneficial interest in the outstanding equity securities of any company registered under the Securities Act of 1933 or the Securities Exchange Act of 1934.

15.7 Improvements. If you, your employees, or Owners develop any new concept, process or improvement in the operation or promotion of a RED BRICK PIZZA Cafe (an "**Improvement**"), you agree to promptly notify RBP and provide RBP with all necessary related information, without compensation. Any such Improvement shall become RBP's sole property and RBP shall be the sole owner of all related patents, patent applications, and other intellectual property rights. You and your Owners hereby assign to RBP any rights you or your Owners may have or acquire in the Improvements, including the right to modify the Improvement, and waive and/or release all rights of restraint and moral rights therein and thereto You and your Owners agree to assist RBP in obtaining and enforcing the intellectual property rights to any such Improvement in any and all countries and further agree to execute and provide RBP with all necessary documentation for obtaining and enforcing such rights You and your Owners hereby irrevocably designate and appoint RBP as agent and attorney-in-fact for you and for them to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property right related to any such Improvement In the event that the foregoing provisions of this Section 15 7 are found to be invalid or otherwise unenforceable, you and your Owners hereby grant to RBP a worldwide, perpetual, non-exclusive, fully-paid license to use and sublicense the use of the Improvement to the extent such use or sublicense would, absent this Agreement, directly or indirectly infringe on you or your Owners' rights therein

16 REPRESENTATIONS

16 1 Representations of RBP RBP represents and warrants that *(a)* RBP is duly organized and validly existing under the law of the state of its formation, *(b)* RBP is duly qualified and authorized to do business in each jurisdiction in which its business activities or the nature of the properties it owns requires such qualification, and *(c)* the execution of this Agreement and the performance of the transactions contemplated by this Agreement are within RBP's corporate power and have been duly authorized

16 2 Representations of Franchisee

16 2 1 You represent and warrant that the information set forth in Attachment C, incorporated by reference hereto, is accurate and complete in all material respects You shall notify RBP in writing within ten (10) days of any change in the information set forth in Attachment C You further represent to RBP that *(a)* you are duly organized and validly existing under the law of the state of your formation, *(b)* you are duly qualified and authorized to do business in each jurisdiction in which your business activities or the nature of the properties you own require such qualification, *(c)* your corporate charter or written partnership or limited liability company agreement, as applicable, will at all times provide that your activities are confined exclusively to the operation of the Franchised Business You warrant and represent that neither you nor any of your Affiliates or Owners own, operate or have any financial or beneficial interest in any business that is the same as or similar to a RED BRICK PIZZA Cafe, and the execution of this Agreement and the performance of the transactions contemplated by this Agreement are within your corporate power, or if you are a partnership or a limited liability company, are permitted under your written partnership or limited liability company agreement and have been duly authorized

16 2 2 You acknowledge that you have conducted an independent investigation of the RED BRICK PIZZA franchise opportunity, and recognize that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent on your ability as an independent business person

16 2 3 Except for representations contained in RBP's Franchise Disclosure Document provided to you in conjunction with this franchise offering, you represent that neither RBP nor its agents or representatives have made any representations, and you have not relied on representations made by RBP or its agents or representatives, concerning actual or potential gross revenues, expenses or profit of a RED BRICK PIZZA Cafe

16 2 4 You acknowledge that you have received a complete copy of RBP's Franchise Disclosure Document at least fourteen (14) calendar days before you signed this Agreement or paid any consideration to RBP for your franchise rights

16 2 5 You acknowledge that you have read and that you understand the terms of this Agreement and its attachments, and that you have had ample time and opportunity to consult with an attorney or business advisor of your choice about the potential risks and benefits of entering into this Agreement

16 2 6 You represent that neither your property nor any interest in your property, nor the property of any of your Owners, officers, directors, managers, partners, agents or employees, or their respective interests therein, have been blocked pursuant to Executive Order 13224 of September 23, 2001, pertaining to persons who commit, threaten to commit, or support terrorism ("**Blocked Persons**") You represent and warrant to RBP that you will not accept money from or employ any Blocked Person

16 2 7 You hereby warrant and represent that neither you nor your Owners, officers, directors, managers, partners, agents or employees, or their respective interests therein is now (nor will be during the term of this Agreement) identified, either by name or an alias, pseudonym, or nickname, on any of the lists of restricted or denied parties maintained by the United States government, including

(a) "Denied Persons List" maintained by the U S Commerce Department's Bureau of Industry and Security (http //www bis doc gov/dpl/Default shtm),

(b) "Unverified List" maintained by the U S Commerce Department's Bureau of Industry and Security (http //www bis doc gov/Enforcement/UnverifiedList/unverified_parties html),

(c) "Entity List" maintained by the U S Commerce Department's Bureau of Industry and Security (http //www bis doc gov/Entities/Default htm),

(d) "Specially Designated Nationals" or "Blocked Persons" maintained by the U S Treasury Department's Office of Foreign Assets Control (www treas gov/offices/enforcement/ofac/),

(e) "Debarred List" maintained by the Department of State (http //pmddtc state gove/compliance/debar html), and

(f) "Nonproliferation Sanctions" maintained by the Department of State (http //www state gov/t/isn/c15231 htm)

The foregoing constitutes continuing representations and warranties, and you agree to immediately notify RBP in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate, or misleading

You further represent and warrant that neither you nor any of your Owners, officers, directors, managers, partners, agents or employees has violated (nor will violate during the term of this Agreement) any law prohibiting money laundering or the aid or support of persons who conspire to commit acts of terror against any person or government, including acts prohibited by the U S Patriot Act (http //epic org/privacy/terrorism/hr3162 html), U S Executive Order 13224 (http //www treasury gov/resource-center/sanctions/Programs/Documents/terror pdf), or any similar law

17 NOTICES

17 1 <u>Notices</u> All notices or demands shall be in writing and shall be served in person, by Express Mail, by certified mail, by private overnight delivery, or by facsimile or other electronic system Service shall be deemed conclusively made ***(a)*** at the time of service, if personally served, ***(b)*** twenty-four (24) hours (exclusive of weekends and national holidays) after deposit in the United States mail, properly addressed and postage prepaid, if served by Express Mail, ***(c)*** upon the earlier of actual receipt or three (3) calendar days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail, ***(d)*** twenty-four (24) hours after delivery by the party giving the notice, statement or demand if by private overnight delivery, or ***(e)*** at the time of transmission by facsimile or other electronic means, if such transmission occurs prior to 5 00 p m on a Business Day and a copy of such notice is mailed within twenty-four (24) hours after the transmission Notices and demands shall be given to the respective parties at the addresses set forth on the Summary Pages, unless and until a different address has been designated by written notice to the other party Either party may change its address for the purpose of receiving notices, demands and other communications as in this Agreement by providing a written notice given in the manner aforesaid to the other party

18 CONSTRUCTION

18 1 <u>Entire Agreement</u> This Agreement and its Attachments represent the entire fully integrated agreement between the parties and supersede all other negotiations, agreements, representations, and covenants, oral or written Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation that RBP made in the Franchise Disclosure Document (including its exhibits and amendments) that RBP delivered to you in connection with this franchise offering Except for those changes permitted to be made

unilaterally by RBP hereunder, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to in writing by the parties and executed by their authorized officers or agents

18 2 No Waiver Except for those changes permitted to be made unilaterally by RBP hereunder, no waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless the same is made in writing and duly executed by the party to be charged therewith No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid

18 3 Severability The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, provided, however, that the portions of this Agreement relating to the payment of fees to RBP and the portion relating to the protection and preservation of the Marks and the Confidential Information are critical to this Agreement If any portion of this Agreement relating to those matters is declared invalid or unenforceable for any reason, RBP may terminate this Agreement immediately on written notice to you

18 4 Survival of Terms Any provision or covenant of this Agreement that expressly or by its nature imposes obligations beyond the expiration or termination of this Agreement shall survive such expiration or termination

18 5 Definitions and Captions Unless otherwise defined in this body of this Agreement, capitalized terms have the meaning ascribed to them in Attachment A (**"Glossary of Additional Terms"**) All captions in this Agreement are intended for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision of this Agreement

18 6 Persons Bound This Agreement shall be binding on the parties and their respective successors and assigns Each of your Owners shall execute the Guaranty and Personal Undertaking attached as Attachment D-1 If any person required to sign a Guaranty and Personal Undertaking is a corporation or other business entity (an entity other than a natural person), then its owners and parents also shall execute the Guaranty and Personal Undertaking, it being the intent of the parties that each entity in the chain of ownership, and each natural person holding a beneficial interest in the franchise, either directly or indirectly through business entities, will also execute the Guaranty and Personal Undertaking Failure or refusal to do so shall constitute a breach of this Agreement You and each Owner shall be joint and severally liable for each person's obligations hereunder and under the Guaranty and Personal Undertaking

18 7 Rules of Construction Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed or resolved against the drafter of this Agreement, whether under any rule of construction or otherwise Terms used in this Agreement shall be construed and interpreted according to their ordinary meaning If any provision of this Agreement is susceptible to two or more meanings, one of which would render the provision enforceable and the other(s) which would render the provision unenforceable, the provision shall be given the meaning that renders it enforceable

18 8 Timing Time is of the essence with respect to all provisions in this Agreement Notwithstanding the foregoing, if performance of either party is delayed on account of a Force Majeure, the applicable deadline for performance shall be extended for a period commensurate with the Force Majeure, but not to exceed 12 months

19 APPLICABLE LAW, DISPUTE RESOLUTION

19 1 Choice of Law This Agreement and all claims arising out of or related to this Agreement or the parties' relationship created hereby shall be construed under and governed by the laws of the State of Texas (without giving effect to any conflict of laws)

19 2 Mediation

19 2 1 The parties acknowledge that during the term and any extensions of this Agreement certain disputes may arise that the parties are unable to resolve, but that may be resolvable through mediation To facilitate such resolution, RBP, you, and each Owner agree to submit to mediation any claim, controversy or dispute between

V1

RBP or its Affiliates (and RBP's and its Affiliate's respective owners, officers, directors, agents, representatives and/or employees) and you or your Affiliates (and your Owners, agents, representatives and/or employees) arising out of or related to *(a)* this Agreement or any other agreement between RBP and you, *(b)* RBP's relationship with you, or *(c)* the validity of this Agreement or any other agreement between RBP and you, before bringing such claim, controversy or dispute in a court or before any other tribunal.

19.2.2 The mediation shall be conducted by a mediator agreed upon by RBP and you and, failing such agreement within not more than fifteen (15) days after either party has notified the other of its desire to seek mediation, by the American Arbitration Association or any successor organization ("**AAA**") in accordance with its rules governing mediation. Mediation shall be held at the offices of the AAA in the city in which RBP maintains its principal business address at the time of mediation. The costs and expenses of mediation, including the compensation and expenses of the mediator (but excluding attorneys' fees incurred by either party), shall be borne by the parties equally.

19.2.3 If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the mediator has been chosen, then, unless such time period is extended by written agreement of the parties, either party may bring a legal proceeding pursuant to <u>Section 19.3</u>. The parties agree that statements made during such mediation proceeding will not be admissible for any purpose in any subsequent legal proceeding.

19.2.4 Notwithstanding the foregoing provisions of this <u>Section 19.2</u>, the parties' agreement to mediate shall not apply to controversies, disputes or claims related to or based on amounts owed to RBP pursuant to this Agreement, the Marks, Copyrighted Works or RBP's Confidential Information. Moreover, regardless of this mediation agreement, RBP and you each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief in any court of competent jurisdiction.

19.3 <u>Venue</u>. With respect to any controversies, disputes or claims which are not finally resolved through mediation as provided in <u>Section 19.2</u>, the parties agree that any action brought by either party against the other shall be brought and maintained exclusively within the state or federal court serving the judicial district in which RBP maintains its principal business address at the time the action is initiated, and the parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Nothing in this Agreement shall bar RBP's right to seek injunctive relief from any court of competent jurisdiction, and you agree to pay all costs and reasonable attorneys' fees incurred by RBP in obtaining such relief.

19.4 <u>Nonexclusivity of Remedy</u>. No right or remedy conferred upon or reserved to RBP or you by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy in this Agreement or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

19.5 <u>WAIVER OF JURY TRIAL. RBP AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.</u>

19.6 <u>WAIVER OF PUNITIVE AND CONSEQUENTIAL DAMAGES</u>. WITH THE EXCEPTION OF RBP'S RIGHT TO SEEK INDEMNIFICATION FOR THIRD PARTY CLAIMS AS SET FORTH IN THIS AGREEMENT AND RBP'S RIGHT TO SEEK RECOVERY OF LOST FUTURE PROFITS, INCLUDING LIQUIDATED DAMAGES AS SET FORTH IN <u>SECTION 14.5</u> ABOVE, IN THE EVENT OF YOUR BREACH OF THIS AGREEMENT, THE PARTIES HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF TIME, INCONVENIENCE, LOSS OF USE, OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

19.7 <u>Contractual Limitations Period</u>. No legal action or proceeding may be brought against RBP or its officers, directors, agents, or employees, for any claim or cause of action (whether sounding in contract, tort, or otherwise) unless such action or proceeding is instituted within two (2) years and one day from the date the claim or cause of action accrued This provision is intended to shorten any applicable statute of limitations to the extent permitted by law

19 8 Attorneys' Fees If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the other party its reasonable attorneys' fees and costs of suit

19 9 Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates noted below, but effective for all purposes as of the Effective Date

RED BRICK PIZZA FC LLC	FRANCHISEE
	______________________________
By ______________________________	By ______________________________
Name ______________________________	Name ______________________________
Title ______________________________	Title ______________________________
Date ______________________________	Date ______________________________

RED BRICK PIZZA FC LLC
FRANCHISE AGREEMENT

ATTACHMENT A
GLOSSARY OF ADDITIONAL TERMS

"**Account**" means your commercial bank operating account

"**Affiliate**" means an affiliate of a named person identified as any person or entity that is controlled by, controlling or under common control with such named person

"**Agreement**" means the Franchise Agreement

"**Business Day**" means each day other than a Saturday, Sunday, U S holiday or any other day on which the Federal Reserve is not open for business in the United States

"**Business Entity**" means any person with the power to enter into contracts, other than a natural person The term includes a corporation, limited liability company, limited partnership, and trust

"**Cafe**" means a facility identified by the principal service mark "RED BRICK PIZZA" The term "Cafe" includes facilities located in Closed Markets that may have little or no seating or may share seating with other businesses

"**Competitive Business**" means any business (whether operated by a natural person or Business Entity) that operates full service, fast casual, or quick service restaurants that offer or sell pizza a primary menu item, and any business that offers pizza takeout and/or delivery services "Primary menu item," for purposes of this Agreement, means that sales comprise or are reasonably expected to comprise more than 20% of total food sales (excluding all beverage sales), measured on a weekly basis

"**Confidential Information**" means all trade secrets, and other elements of the System, all customer information, all information contained in the Manuals, RBP's proprietary recipes and standards and specifications for product preparation, packaging and service, financial information, marketing data, vendor and supplier information, all other knowledge, trade secrets, or know-how concerning the methods of operation of the Franchised Business which may be communicated to you, or of which you may be apprised, by virtue of their operation under the terms of the Franchise Agreement, and all other information that RBP designates

"**Control Date**" means the date specified in the Summary Pages

"**Copyrighted Works**" means works of authorship which are owned by RBP and fixed in a tangible medium of expression including, without limitation, the content of the Manual, the design elements of the Marks, RBP's product packaging, the content and design of RBP's Web site, and RBP's advertising and promotional materials

"**Crisis Management Event**" means any event that occurs at or about the Cafe premises or in connection with the operation of the Franchised Business that has or may cause harm or injury to customers or employees, such as food contamination, food spoilage/poisoning, food tampering/sabotage, contagious diseases, natural disasters, terrorist acts, shootings or other acts of violence, or any other circumstance which may materially and adversely affect the System or the goodwill symbolized by the Marks

"**Force Majeure**" means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe), strikes, lockouts or other industrial disturbances, war, terrorist acts, riot or other civil disturbance, epidemics, or other similar forces which could not, by the exercise of reasonable diligence, have been avoided, provided, however, that neither an act or failure to act by a government authority, nor the performance, nonperformance, or exercise of rights by your lender, contractor, or other person qualifies as a Force Majeure unless the act, failure to act, performance, non-performance, or exercise of rights resulted from a Force Majeure Your financial inability to perform or your insolvency is not a Force Majeure

"**Gross Revenue**" means all revenue from the sale of all products and services related to the Franchised Business, (regardless of whether such products are served at the Cafe or elsewhere), and all other income of every kind and nature related to the Franchised Business including, without limitation, catering income and the proceeds of business interruption insurance, whether for cash or credit, and regardless of collection in the case of credit, less any sales taxes or other taxes collected from your customers for transmittal to the appropriate taxing authority, and authorized discounts

"**Key Person**" means an individual who the franchisee has designated, and RBP has approved, who has full control over day-to-day Cafe management and operations, has completed RBP's initial training program, and all additional training (including food safety training) that RBP requires, to RBP's satisfaction, and devotes his or her full time efforts to Cafe operations

"**Manual**" means the compilation of information and knowledge that is necessary and material to the System, which is also known as the Confidential Operations Manual The term "Manual(s)," as used in this Agreement, includes all publications, materials, drawings, memoranda, videotapes, CDs, DVDs, MP3s, and other electronic media that RBP from time to time may loan to you The Manual(s) may be supplemented or amended from time to time by RBP, in its sole discretion, by letter, electronic mail, bulletin, videotape, CD, DVD, MP3, or other communications concerning the System to reflect changes in the image, specifications, and standards relating to developing, equipping, furnishing, and operating a RED BRICK PIZZA Cafe

"**Marks**" means certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited, to the mark "RED BRICK PIZZA" and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated by RBP in writing for use in connection with the System

"**Owner**" means each individual or entity holding a beneficial ownership in the franchisee It includes all shareholders of a corporation, all members of a limited liability company, all general and limited partners of a limited partnership, and the grantor and the trustee of the trust If any person required to sign a Guaranty and Personal Undertaking is a corporation or other business entity (an entity other than a natural person), then its owners and parents also shall execute the Guaranty and Personal Undertaking, it being the intent of the parties that each entity in the chain of ownership, and each natural person holding a beneficial interest in the franchise, either directly or indirectly through business entities, will be considered an "Owner" under this Agreement

"**System**" means a distinctive system relating to the establishment and operation of a cafe featuring a casual atmosphere and offering a menu of high quality, fire-roasted gourmet pizzas, fresh chopped salads, gourmet Italian gelato, FHAZANI, and other food and beverage items for dine-in consumption and take-out service

"**You**" means the individual(s) or entity(ies) identified as the franchisee in the Summary Pages If more than one individual or entity is identified as the "franchisee," the franchisee will be considered a general partnership comprised of the individual(s) and/or entity(ies) and the term "you" will refer to the general partnership

RED BRICK PIZZA FC LLC
FRANCHISE AGREEMENT

ATTACHMENT B
THE FRANCHISED LOCATION,
OPENING DATE AND THE PROTECTED AREA

Section 1 1 The "Franchised Location" is at ______________________________

Section 3 5 1 The "Opening Date" is ______________________________

Section 1 2 The "Protected Area" is ______________________________

but excludes all Closed Markets located within such area A "**Closed Market**" is any facility serving a captive market, including department stores, supermarkets, shopping malls, amusement parks, airports, train stations, travel plazas, casinos, nightclubs, public facilities, college and school campuses, arenas, stadiums, ballparks, hospitals, office buildings, convention centers, airlines (in-flight service), military bases, and any other mass gathering events or locations, and facilities of any kind for which food and/or beverage service rights are contracted to a third party or parties (including, but not limited to, designated road ways and facilities adjacent thereto), whether inside or outside of the Protected Area As used herein, the term "shopping malls" includes any retail center (enclosed or open), including "outlet malls," with an aggregate gross leasable area in excess of 350,000 square feet

If the Protected Area is defined by streets, highways, freeways or other roadways, or rivers, streams, or tributaries, then the boundary of the Protected Area extend to the center line of each such street, highway, freeway or other roadway, or river, stream, or tributary

IN WITNESS WHEREOF, the parties have executed this Attachment B on ____________________

RED BRICK PIZZA FC LLC	**FRANCHISEE**
	______________________________
By ______________________________	By ______________________________
Name ______________________________	Name ______________________________
Title ______________________________	Title ______________________________

RED BRICK PIZZA FC LLC
FRANCHISE AGREEMENT

ATTACHMENT C
ENTITY INFORMATION

If the franchisee is an entity, you represent and warrant that the following information is accurate and complete in all material respects as of ____________________________________

(1) Franchisee is a ____________________, formed under the laws of the state of ___________

(2) You shall provide to RBP concurrently with the execution hereof true and accurate copies of the franchisee's charter documents and governing documents including Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, resolutions authorizing the execution hereof, and any amendments to the foregoing

(3) You promptly shall provide such additional information as RBP may from time to time request concerning all persons who may have any direct or indirect financial interest in the franchisee entity

(4) The name and address of each of Owner

Name and Address of Owner	Nature of Ownership Interest (stock, partnership interest, membership interest in limited liability company, etc)	Percentage of Ownership Interest
		Number of Ownership Interests owned ______ % of total Ownership Interests ______ Number of Ownership Interests Owner is entitled to vote ______ Other Ownership Interests (describe) ______
		Number of Ownership Interests owned ______ % of total Ownership Interests ______ Number of Ownership Interests Owner is entitled to vote ______ Other Ownership Interests (describe) ______
		Number of Ownership Interests owned ______ % of total Ownership Interests ______ Number of Ownership Interests Owner is entitled to vote ______ Other Ownership Interests (describe) ______
		Number of Ownership Interests owned ______ % of total Ownership Interests ______ Number of Ownership Interests Owner is entitled to vote ______ Other Ownership Interests (describe) ______

(5) The following identifies the Key Person, Cafe Manager, and/or General Manager responsible for the Cafe as of the Effective Date of the Franchise Agreement

Name	Position Held
	Key Person
	General Manager
	Cafe Manager

(6) The address where your corporate records (e g Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, etc) and financial records are maintained is

____

RED BRICK PIZZA FC LLC

By ______________________

Name ______________________

Title ______________________

FRANCHISEE

____

By ______________________

Name ______________________

Title ______________________

RED BRICK PIZZA FC LLC
FRANCHISE AGREEMENT

ATTACHMENT D-1
GUARANTY AND PERSONAL UNDERTAKING

1 I have read the Franchise Agreement between Red Brick Pizza FC LLC, a Texas limited liability company ("**RBP**") and ________________ (the "**Franchisee**")

2 I own a beneficial interest in the Franchisee, and would be considered an "**Owner**" within the definition contained in Franchise Agreement

3 I understand that, were it not for this Guaranty and Personal Undertaking (this "**Guaranty**"), RBP would not have agreed to enter into the Franchise Agreement with the Franchisee

4 I will comply with of the provisions contained in Article 7 of the Franchise Agreement concerning the Franchisee's use of RBP's Marks and Copyrighted Works (as each term is defined in the Franchise Agreement) I understand that, except for the license granted to the Franchisee, I have no individual right to use the Marks or Copyrighted Works and I have no ownership interest in the Marks or Copyrighted Works

5 I will comply with all of the provisions contained in Article 8 of the Franchise Agreement concerning the use of the Confidential Manuals and Information I will maintain the confidentiality of all Confidential Information disclosed to me I agree to use the Confidential Information only for the purposes authorized under the Franchise Agreement I further agree not to disclose any of the Confidential Information, except ***(a)*** to the Franchisee's employees on a need to know basis, ***(b)*** to the Franchisee's and my legal and tax professionals to the extent necessary for me to meet my legal obligations, and ***(c)*** as otherwise may be required by law

6 I will comply with all of the provisions contained in Article 12 of the Franchise Agreement concerning the transfer of my ownership interest in the Franchisee

7 While I am an Owner of the Franchisee and, for a two-year period after I cease to be an Owner (or two (2) years after termination or expiration (without renewal) of the Franchise Agreement, whichever occurs first), I will not

(a) Divert or attempt to divert any present or prospective customer of any RED BRICK PIZZA Cafe to any competitor or do anything to harm the goodwill associated with the Marks and the System,

(b) Employ or seek to employ any person who is or has been within the previous thirty (30) days employed by RBP or an Affiliate of RBP as a salaried managerial employee, or induce such person to leave his or her employment, or

(c) Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, any Competitive Business This restriction shall apply, while I am an Owner, to any location within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which RBP or its Affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks It will apply for two (2) years after I cease to be an Owner (or two (2) years after termination or expiration of the Franchise Agreement, whichever occurs first) to any location that *(i)* is, or is intended to be, located at the location of the former Franchised Business, *(ii)* within a 25-mile radius of the Franchised Location, or *(iii)* within a 25-mile radius of any other RED BRICK PIZZA Cafe operating under the System and Marks in existence or under development at the time I cease being an Owner (or termination or expiration of the Franchise Agreement, whichever occurs first) This restriction will be tolled during any period of my noncompliance "Competitive Business," for purposes of this restriction, means any business (whether operated by a natural person or Business Entity) that operates full service, fast casual, or quick service restaurants that offer or sell pizza a primary menu item or any business that offers or sells pizza for takeout out or delivery "Primary menu item," for purposes of this Agreement, means that sales comprise or are reasonably expected to comprise more than 20% of total food sales (excluding all beverage sales), measured on a weekly basis

8 I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Guaranty If all or any portion of a covenant in this Guaranty is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which RBP is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Guaranty

9 I understand and acknowledge that RBP shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Guaranty, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof, and I agree to comply forthwith with any covenant as so modified

10 I agree that the provisions contained in Article 19 of the Franchise Agreement will apply to any dispute arising out of or relating to this Guaranty If RBP brings any legal action to enforce its rights under this Guaranty, I will reimburse RBP its reasonable attorneys' fees and costs

11 I hereby guarantee the prompt and full payment of all amounts owed by the Franchisee under the Franchise Agreement, including liquidated damages due on account of the premature termination of the Franchise Agreement or early closure of the RED BRICK PIZZA Cafe

12 I will pay all amounts due under this Guaranty within fourteen (14) days after receiving notice from RBP that the Franchisee has failed to make the required payment I understand and agree that RBP need not exhaust its remedies against the Franchisee before seeking recovery from me under this Guaranty

13 No modification, change, impairment, or suspension of any of RBP's rights or remedies shall in any way affect any of my obligations under this Guaranty If the Franchisee has pledged other security or if one or more other persons have personally guaranteed performance of the Franchisee's obligations, I agree that RBP's release of such security will not affect my liability under this Guaranty

14 I hereby waive *(a)* all rights described in California Civil Code Section 2856(a)(1)-(2), inclusive, which includes, without limitation, any rights and defenses which are or may become available to the undersigned by reason of California Civil Code Sections 2787 to 2855, inclusive, and *(b)* California Civil Code Sections 2899 and 3433

15 **I WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INVOLVING RBP, WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THE FRANCHISE AGREEMENT, THE PERFORMANCE OF ANY PARTY UNDER THE FRANCHISE AGREEMENT, AND/OR THE OFFER OR GRANT OF THE FRANCHISE**

16 I understand that RBP's rights under this Guaranty shall be in addition to, and not in lieu of, any other rights or remedies available to RBP under applicable law

17 I agree that any notices required to be delivered to me will be deemed delivered at the time delivered by hand, one (1) Business Day after electronically confirmed transmission by facsimile or other electronic system, one (1) Business Day after delivery by Express Mail or other recognized, reputable overnight courier, or three (3) Business Days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the address identified on the signature line below I may change this address only by delivering to RBP written notice of the change

Intending to be legally bound, I have executed this Guaranty and Personal Undertaking on the date set forth below

GUARANTOR

Dated ____________________

____

Name ______________________

Address ____________________

____

Fax ________________________

V 1

RED BRICK PIZZA FC LLC
FRANCHISE AGREEMENT

ATTACHMENT D-2
CONFIDENTIALITY AND NON-COMPETITION AGREEMENT
(for trained employees of Franchisee)

In accordance with the terms of this Confidentiality and Non-Competition Agreement (this "**Confidentiality Agreement**") and in consideration of my being a ____________________ of ____________________ (the "**Franchisee**"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that

1 ____________________ doing business as ____________________ (the "**Franchisee**"), has acquired the right and franchise from Red Brick Pizza FC LLC, a Texas limited liability company ("**RBP**") to establish and operate a franchised business (the "**Franchised Business**") and the right to use in the operation of the Franchised Business RBP's trade names, trademarks, service marks, including the service mark RED BRICK PIZZA (the "**Marks**") and the system developed by RBP and/or its Affiliates for operation and management of Franchised Businesses (the "**System**"), as they may be changed, improved, and further developed from time to time in RBP's sole discretion

2 RBP possesses certain proprietary and confidential information relating to the operation of the System, which includes the Manuals, recipes, trade secrets, and copyrighted materials, methods, and other techniques and know-how, (collectively, the "**Confidential Information**")

3 Any and all manuals, trade secrets, copyrighted materials, methods, information, knowledge, know-how, and techniques which RBP specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Confidentiality Agreement

4 As ____________________ of the Franchisee, RBP and Franchisee will disclose the Confidential Information to me in furnishing to me the training program and subsequent ongoing training, RBP's operations manual (the "**Manual**") and other general assistance during the term of this Confidentiality Agreement

5 I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term hereof, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition

6 The Confidential Information is proprietary, involves trade secrets of RBP, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by RBP as confidential Unless RBP otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as ____________________ of the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement

7 Except as otherwise approved in writing by RBP, I shall not, while in my position with the Franchisee and for a continuous uninterrupted period commencing upon the cessation or termination of my position with Franchisee, regardless of the cause for termination, and continuing for one (1) year thereafter, either directly or indirectly, for myself or through, on behalf of, or in conjunction with any other person, partnership, corporation, or other limited liability company own, maintain, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any interest in any Competitive Business within a radius of 25-miles of any RED BRICK PIZZA Cafe, as those terms are defined in the Franchise Agreement This restriction does not apply to my ownership of less than five percent (5%) beneficial interest in the outstanding securities of any publicly-held corporation "Competitive Business" means any business (whether operated by a natural person or Business Entity) that operates full service, fast casual, or quick service restaurants that offer or sell pizza a primary menu item or any business that offers or sells pizza for takeout or delivery "Primary menu item," for purposes of this Agreement, means that sales

comprise or are reasonably expected to comprise more than 20% of total food sales (excluding all beverage sales), measured on a weekly basis

8 I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Confidentiality Agreement If all or any portion of a covenant in this Confidentiality Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which RBP is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Confidentiality Agreement

9 I understand and acknowledge that RBP shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Confidentiality Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof, and I agree to comply forthwith with any covenant as so modified

10 RBP is a third-party beneficiary of this Confidentiality Agreement and may enforce it, solely and/or jointly with the Franchisee I am aware that my violation of this Confidentiality Agreement will cause RBP and the Franchisee irreparable harm, therefore, I acknowledge and agree that the Franchisee and/or RBP may apply for the issuance of an injunction preventing me from violating this Confidentiality Agreement, and I agree to pay the Franchisee and RBP all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Confidentiality Agreement is enforced against me Due to the importance of this Confidentiality Agreement to the Franchisee and RBP, any claim I have against the Franchisee or RBP is a separate matter and does not entitle me to violate, or justify any violation of this Confidentiality Agreement

11 This Confidentiality Agreement shall be construed under the laws of the State of Texas With the exception of Section 9 above, the only way this Confidentiality Agreement can be changed is in writing signed by both the Franchisee and me

12 With respect to all claims, controversies and disputes, I irrevocably consent to personal jurisdiction and submit myself to the jurisdiction of the state courts located in Dallas County, Texas, and the United States District Court for the Northern District of Texas I acknowledge that this Confidentiality Agreement has been entered into in the state of Texas, and that I am to receive valuable information emanating from RBP's headquarters in Dallas, Texas In recognition of the information and its origin, I hereby irrevocably consent to the exclusive personal jurisdiction of the state and federal courts of Texas as set forth above Notwithstanding the foregoing, I acknowledge and agree that RBP or the Franchisee may bring and maintain an action against me in any court of competent jurisdiction for injunctive or other extraordinary relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions

THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, HAVE EXECUTED THIS CONFIDENTIALITY AGREEMENT AS OF THE DATES NOTED BELOW

[EMPLOYEE]

Signature ______________________________

Name ______________________________
Address ______________________________
Title ______________________________
Date ______________________________

ACKNOWLEDGED BY FRANCHISEE

By ______________________________

Name ______________________________
Title ______________________________
Date ______________________________

RED BRICK PIZZA FC LLC
FRANCHISE AGREEMENT

ATTACHMENT E
ACH AUTHORIZATION
AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Please complete and sign this form

(a) Franchisee Information

Franchisee Name or Legal Entity ____________________

RED BRICK PIZZA Café Number & Location ____________________

Name and Email of Person to Receive ACH Debit Advice ____________________

I (we) hereby authorize Red Brick Pizza FC LLC, a Texas limited liability company ("Company") to make ACH withdrawals from my (our) account at the financial institution named below I also authorize the Company to initiate direct deposits into this account in the event that a debit entry is made in error I (we) acknowledge that the origination of ACH transactions to or from my (our) account must comply with the provisions of U S law

I agree to indemnify the Company for any loss arising in the event that any withdrawals from my (our) account shall be dishonored, whether with or without cause and whether intentionally or inadvertently

This agreement will remain in effect until the Company has received advanced written notice of cancellation from me (us) in such time and in such manner as to afford the Company a reasonable opportunity to act on it, and in no event shall such notice period be less than thirty (30) days

Name of Financial Institution ____________________

ABA Routing Number ____________________

Account Number ____________________ Checking ☐ Savings ☐

Authorized Signature (Primary) ____________________ Date ________

Authorized Signature (Joint) ____________________ Date ________

Account holder(s), please sign here *(Joint accounts require the signature of all persons having authority over the account)*

Please attach a voided check at right, fax and mail to

Red Brick Pizza FC LLC, Attn Chief Operating Officer
2811 McKinney Avenue, Suite 354
Dallas, Texas 75204
Fax 214-329-1216

ATTACH CHECK HERE

RED BRICK PIZZA FC LLC
FRANCHISE AGREEMENT

ATTACHMENT F
LEASE ADDENDUM

THIS LEASE ADDENDUM (the "**Lease Addendum**") is made and entered into as of the ___ day of _______, 20___, by and between ____________________________ ("**Landlord**"), with its principal offices at _________ ________________________ and ____ ("**Franchisee**" or "**Tenant**"), with its principal offices at _______________________________________ ______, and Red Brick Pizza FC LLC, a Texas limited liability company ("**RBP**" or "**Franchisor**") with its principal offices at 2811 McKinney Avenue, Suite 354, Dallas, Texas 75204

BACKGROUND

A RBP franchises the operation of a cafe (each, a "**RED BRICK PIZZA Café**" or "**Café**") featuring a casual atmosphere and offering a menu of high quality, fire-roasted gourmet pizzas, fresh chopped salads, gourmet Italian gelato, FHAZANI, and other food and beverage items for dine-in consumption and take-out service, under the name RED BRICK PIZZA and/or other trademarks, service marks, logos, and other indicia of origin prescribed by RBP (collectively, the "**Marks**")

B Franchisee has acquired the right and has undertaken the obligation to develop and operate a RED BRICK PIZZA Cafe pursuant to the terms and conditions of a certain franchise agreement between Franchisee and RBP ("**Franchise Agreement**")

C Under the terms and conditions of the Franchise Agreement, RBP has the right to approve the site for the Cafe, and if the Cafe premises will be occupied pursuant to a commercial lease, RBP has prescribed certain lease terms and has the right to condition its approval of a proposed site on inclusion of the prescribed lease terms

D Franchisee desires, and has requested RBP's approval, to develop and operate a RED BRICK PIZZA Cafe at the premises ("**Premises**") identified in the attached lease ("**Lease**")

E Landlord desires to lease to Franchisee the Premises for purposes of developing and operating a RED BRICK PIZZA Cafe

F The parties desire to modify and amend the Lease in accordance with the terms and conditions contained herein for purposes of obtaining RBP's approval

(1) During the term of the Franchise Agreement, the Premises will be used only for the operation of the RED BRICK PIZZA Cafe

(2) Landlord consents to Franchisee's use of such Marks and signs, interior and exterior decor, furnishings, fixtures, items, color schemes, plans, specifications, and related components of the RED BRICK PIZZA System (as defined in the Franchise Agreement and as RBP may prescribe for the Cafe)

(3) Landlord agrees to furnish RBP with copies of any and all letters and notices sent to Franchisee pertaining to the Lease and the Premises at the same time that such letters and notices are sent to Franchisee

(4) RBP will have the right to enter onto the Premises at any time, to make any modification or alteration necessary to protect the RED BRICK PIZZA System and Marks or to cure any default under the Franchise Agreement or under the Lease, without being guilty of trespass or any other crime or tort, and the Landlord will not be responsible for any expense or damages arising from RBP's action in connection therewith

(5) In the event of Franchisee's default under the terms of the Lease, Landlord shall promptly deliver notice of such default to RBP and shall offer RBP the opportunity to cure the default and to assume the Lease in RBP's name For the avoidance of doubt, RBP is not obligated to cure any defaults and/or assume the Lease If

V1

RBP elects to cure the default and assume the Lease, RBP, within ten (10) days of its receipt of notice from Landlord, shall notify Landlord of its intent to cure such default and to assume the Lease If RBP elects to cure the default, it shall cure the default within thirty (30) days of such election or, if the default cannot be reasonably cured within such thirty (30) day period, then RBP will commence and proceed to cure the default within such time as is reasonably necessary to cure the default If RBP elects to assume the Lease, Landlord agrees to recognize RBP as the tenant under the Lease and Franchisee will no longer have any rights there under

(6) In the event that Tenant's Gross Sales for the third (3rd) Lease Year do not exceed $600,000 00, Tenant may terminate this Lease by giving Landlord thirty (30) days prior written notice, which must be given no later than sixty (60) days after the third (3rd) full Lease Year Such termination shall be effective on the thirtieth (30th) day provided the Tenant is not in monetary default beyond any applicable cure period

(7) Franchisee will be permitted to assign the Lease to RBP or its Affiliates upon the expiration (without renewal) or earlier termination of the Franchise Agreement and the Landlord hereby consents to such assignment and agrees not to impose or assess any assignment fee or similar charge or accelerate rent under the Lease in connection with such assignment, or require RBP to pay any past due rent or other financial obligation of Franchisee to Landlord, it being understood that Landlord will look solely to the Franchisee for any rents or other financial obligations owed to Landlord prior to such assignment Landlord and Franchisee acknowledge that RBP is not a party to the Lease and will have no liability under the Lease, unless and until the Lease is assigned to, or assumed by, RBP

(8) Except for Franchisee's obligations to Landlord for rents and other financial obligations accrued prior to the assignment of the Lease, in the event of such assignment, RBP or any Affiliate designated by RBP will agree to assume from the date of assignment all obligations of Franchisee remaining under the Lease, and in such event RBP or any Affiliate will assume Franchisee's occupancy rights, and the right to sublease the Premises, for the remainder of the term of the Lease In the event of such assignment, neither RBP nor any Affiliate will be required to pay to Landlord any security deposit

(9) Notwithstanding anything contained in this Lease and to the extent that RBP or any Affiliate designated by RBP assumes the Lease as set forth in paragraph 7 above, RBP is expressly authorized, without the consent of the Landlord, to assign the Lease, or to sublet all or a portion of Premises, to an authorized franchisee If RBP elects to assign the Lease, the subtenant/franchisee shall expressly assume all of RBP's obligations under the Lease, and RBP shall be released of all obligations to Landlord under the Lease as of the date of assignment If RBP elects to sublet the premises, such subletting shall be subject to the terms of this Lease, the subtenant/franchisee shall expressly assume all of RBP's obligations under the Lease, and RBP shall remain liable for the performance of the terms of this Lease RBP shall notify Landlord as to the name of the subtenant/franchisee within ten (10) days after such assignment or subletting, as applicable

(10) Franchisee will not assign the Lease or renew or extend the term thereof without the prior written consent of RBP

(11) Neither Landlord nor Franchisee shall amend or otherwise modify the Lease in any manner that could materially affect any of the foregoing requirements without the prior written consent of RBP

(12) All notices hereunder shall be by certified mail to the addresses set forth above or to such other addresses as the parties hereto may, by written notice, designate Notices required to be given to RBP shall be delivered to the following address 2811 McKinney Avenue, Suite 354, Dallas, Texas 75204, Attn Chief Operating Officer

(13) This Lease Addendum shall be binding upon the parties hereto, their heirs, executors, successors, assigns and legal representatives

(14) The terms of this Lease Addendum will supersede any conflicting terms of the Lease

[*signature page is the next page*]

IN WITNESS WHEREOF, the parties have executed this Lease Addendum as of the date first above written

Landlord

____

By ___________________________
Name ___________________________
Title ___________________________

Franchisee

____

By ___________________________
Name ___________________________
Title ___________________________

Red Brick Pizza FC LLC

By ___________________________
Name ___________________________
Title ___________________________

RED BRICK PIZZA FC LLC
FRANCHISE AGREEMENT

ATTACHMENT G

SITE FINDER GUARANTY AMENDMENT

This Site Finder Guaranty Amendment to Red Brick Pizza FC LLC Franchise Agreement (this "**Site Finder Amendment**") is entered into on this ____ day of _____________, 20___ (the "**Effective Date of this Amendment**") by and between Red Brick Pizza FC LLC, a Texas limited liability company ("**RBP**" or "**Franchisor**") and ________________________________ ("**Franchisee**" or "**You**")

RECITALS

A This Franchise Agreement is being signed in connection with the development of a new RED BRICK PIZZA Cafe that qualifies for the Site Finder Guaranty Program

B Accordingly, the parties desire to modify this Franchise Agreement to reflect the incentives offered under RBP's Site Finder Guaranty Program

NOW THEREFORE, in consideration of the mutual promises contained in this Site Finder Guaranty Amendment and the Franchise Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows

1 Definitions Capitalized terms shall have the meanings ascribed to them in the Franchise Agreement unless otherwise defined herein

2 Initial Franchise Fee The following provision replaces the last sentence of Section 4 1 in its entirety

The Initial Franchise Fee is fully earned by RBP when paid and is not refundable, except as described in this paragraph

If you have not acquired a site (by lease or purchase), or if you have not entered into a nonbinding letter of intent to acquire a site (for either lease or purchase), for the Cafe within 12 months after the Effective Date, RBP will refund your Initial Franchise Fee and Project Management Fee payment without interest (but not the Site Selection Fee or other initial frees), provided the following conditions have been met

(a) You worked with RBP's tenant representative and used diligent efforts to find a suitable site throughout the 12-month period,

(b) You have submitted your refund application according to RBP's procedures so that RBP receives it no earlier than 12 months and no later than 13 months after the Effective Date of the Franchise Agreement, and

(c) You have signed and delivered to RBP a termination agreement in the form prescribed by RBP, which termination agreement shall include a general release of claims

(d) If this Franchise Agreement was signed under a Cafe Development Agreement, the foregoing termination agreement will terminate the Cafe Development Agreement and all Franchise Agreements signed under the Cafe Development Agreement

If all of these conditions have been satisfied, your refund will be processed within thirty (30) days following delivery of the signed termination agreement

3 Affirmation All other terms of the Franchise Agreement are ratified and affirmed

IN WITNESS WHEREOF, the parties have executed this Site Finder Guaranty Amendment

RED BRICK PIZZA FC LLC	FRANCHISEE
	____________________
By ____________________	By ____________________
Name Richard Jensrud	Name ____________________
Title Chief Financial Officer	Title ____________________
Date ____________________	Date ____________________

RED BRICK PIZZA FC LLC
FRANCHISE AGREEMENT

ATTACHMENT H

ROYALTY FEE DEFERRAL AMENDMENT

This Royalty Fee Deferral Amendment to Red Brick Pizza FC LLC Franchise Agreement (this "**Royalty Fee Deferral Amendment**") is entered into on this ____ day of _____________, 20____ (the "**Effective Date of this Amendment**") by and between Red Brick Pizza FC LLC, a Texas limited liability company ("**RBP**" or "**Franchisor**") and ________________________________ ("**Franchisee**" or "**You**")

RECITALS

A This Franchise Agreement is being signed in connection with the development of a new RED BRICK PIZZA Cafe or RED BRICK PIZZA Special Venue Cafe that qualifies for the Royalty Fee Deferral Promotion

B Accordingly, the parties desire to modify this Franchise Agreement to reflect the incentives offered under RBP's Royalty Fee Deferral Promotion

NOW THEREFORE, in consideration of the mutual promises contained in this Royalty Fee Deferral Amendment and the Franchise Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows

1 Definitions Capitalized terms shall have the meanings ascribed to them in the Franchise Agreement unless otherwise defined herein

2 Royalty Fee The following provision supplements Section 4 2

So long as you remain in full compliance with the terms of the Franchise Agreement (and if the Franchise Agreement is being signed under a Cafe Development Agreement, you also remain in full compliance under your obligations under the Cafe Development Agreement (including your development obligations) and each other Franchise Agreement signed under the Cafe Development Agreement (collectively, your "**Contractual Obligations**"), Royalty Fee payments will be deferred until your Cafe has been operating for a full six (6) months (the "**Deferral Period**") If, upon expiration of the Deferral Period, you are in full compliance with your Contractual Obligations and if, during the Deferral Period, you have substantially complied with your Contractual Obligations, the accrued Royalty Fees will be waived If, during the Deferral Period, you fail to comply with your Contractual Obligations, RBP may declare this provision null and void, in which event the Deferral Period will end and all accrued Royalty Fees will be immediately due and payable

3 Affirmation All other terms of the Franchise Agreement are ratified and affirmed

IN WITNESS WHEREOF, the parties have executed this Royalty Fee Deferral Amendment

RED BRICK PIZZA FC LLC	**FRANCHISEE**
	______________________________
By ______________________________	By ______________________________
Name Richard Jensrud	Name ______________________________
Title Chief Financial Officer	Title ______________________________
Date ______________________________	Date ______________________________

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RED BRICK PIZZA FC LLC
FRANCHISE AGREEMENT

ATTACHMENT I
FRANCHISEE QUESTIONNAIRE

As you know, Red Brick Pizza FC LLC and you are preparing to enter into a Franchise Agreement for the operation of a RED BRICK PIZZA Cafe franchise The purposes of this Questionnaire are to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document but you must sign and date it the same day you sign the Franchise Agreement and pay your franchise fee** Please review each of the following questions carefully and provide honest responses to each question If you answer "No" to any of the questions below, please explain your answer on this sheet next to such question

Yes____ No ____	1	Have you received and personally reviewed the Franchise Agreement and each attachment, exhibit or schedule attached to it?
Yes____ No ____	2	Have you received and personally reviewed the Franchise Disclosure Document we provided?
Yes____ No ____	3	Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
Yes____ No ____	4	A) Have you reviewed the Franchise Disclosure Document and Franchise Agreement with an attorney? If you answered "yes," please provide us the name and telephone number of your attorney ________________________________
Yes____ No ____	5	Do you understand that the success or failure of your franchise will depend in large part upon your skills, abilities and efforts and those of the persons you employ, as well as many factors beyond your control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?
Yes____ No ____	6	A) Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be brought in the judicial district in which our principal place of business is located, if not resolved informally?
Yes____ No ____		B) Do you understand that the Franchise Agreement contains a jury trial waiver, which means that any dispute with RBP will be decided by a judge as the trier of fact, rather than a jury of your peers?
Yes____ No ____	7	Do you understand that your General Manager and Key Person (if applicable) must successfully complete our initial training program?
Yes____ No ____	8	Do you understand that we do not have to sell you a franchise or additional franchises or consent to your purchase of existing franchises?

Yes____ No ____ 9 A) Do you understand that the US Government has enacted anti-terrorist legislation that prevents us from carrying on business with any suspected terrorist or anyone associated directly or indirectly with terrorist activities?

Yes____ No ____ B) Is it true that you have never been a suspected terrorist or associated directly or indirectly with terrorist activities?

Yes____ No ____ C) Do you understand that we will not approve your purchase of a RED BRICK PIZZA Cafe franchise if you are a suspected terrorist or associated directly or indirectly with terrorist activity?

Yes____ No ____ D) Is it true that you are not purchasing a RED BRICK PIZZA Cafe franchise with the intent or purpose of violating any anti-terrorism law, or for obtaining money to be contributed to a terrorist organization?

Yes____ No ____ 10 Did any of our employees or other person speaking on our behalf provide you any historical information concerning the sales or profits of a RED BRICK PIZZA Cafe?

If you answered "yes," please indicate the name of the person who gave you the information, and tell us what information was provided

____

____

Yes____ No ____ 11 Did any of our employees or other person speaking on our behalf provide you any projections or pro formas reflecting the amount of sales or profits that your RED BRICK PIZZA Cafe could achieve?

If you answered "yes," please indicate the name of the person who gave you the information, and tell us what information was provided

____

____

Yes____ No ____ 12 Did any of our employees or other person speaking on our behalf promise or represent to you that we would provide any site selection or lease negotiation assistance, other than what is stated in the Franchise Agreement?

If you answered "yes," please indicate the name of the person who gave you the information, and tell us what information was provided

____

____

Yes____ No ____ 13 Did any of our employees or other person speaking on our behalf promise or represent anything to you, other than what is stated in the Franchise Agreement?

If you answered "yes," please indicate the name of the person who gave you the information, and tell us what information was provided

____

____

Yes ____ No ____ 14 Do you understand that once you sign the Franchise Agreement and pay the Initial Franchise Fee, your Initial Franchise Fee payment is nonrefundable, even if you do not find a location for the Cafe, unless the terms of our Site Finder Guaranty apply?

Yes ____ No ____ 15 Do you understand that once you sign the Franchise Agreement and pay the Project Management Fee, your Project Management Fee payment is nonrefundable, even if you do not find a location for the Cafe?

You understand that we are relying on the truthfulness and completeness of your responses to the questions above in deciding whether or not to award you a franchise YOU ACKNOWLEDGE AND AGREE THAT IN THE EVENT THAT ANY DISPUTE ARISES, THIS QUESTIONNAIRE WILL BE ADMISSIBLE AS EVIDENCE IN ANY LEGAL ACTION, AND YOU HEREBY WAIVE, TO THE FULLEST EXTENT PERMISSIBLE UNDER THE LAW, ANY OBJECTION TO SUCH ADMISSION OF THIS QUESTIONNAIRE

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

FRANCHISEE

By ______________________________
Name ____________________________
Title _____________________________
Date _____________________________

By ______________________________
Name ____________________________
Title _____________________________
Date _____________________________

By ______________________________
Name ____________________________
Title _____________________________
Date _____________________________

The following language applies only to transactions governed by the Maryland Franchise Registration and Disclosure Law

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

RED BRICK PIZZA FC LLC

CALIFORNIA AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT (this "**Amendment**") dated ________________, is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Franchise Agreement**") dated ________________, by and between Red Brick Pizza FC LLC, a Texas limited liability company ("**RBP**"), with its principal office in Dallas, Texas, as the franchisor, and ________________________ ("**you**"), as the franchisee Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Franchise Agreement, the provisions contained in this Amendment shall control Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment

1 Notwithstanding the payment provisions in Sections 3 1, 4 1, and 9 2 of the Franchise Agreement, payment of the Site Selection Fee, Project Management Fee, if any, Initial Franchise Fee, and the New Store Marketing Plan Fee shall be deferred until the first Business Day following the date that RBP has completed all of its initial obligations to you under the Franchise Agreement

2 Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above

RED BRICK PIZZA FC LLC	**FRANCHISEE**
	______________________________
By ______________________________	By ______________________________
Name ______________________________	Name ______________________________
Title ______________________________	Title ______________________________

RED BRICK PIZZA FC LLC

ILLINOIS AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT (this "**Amendment**") dated ________________, is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Franchise Agreement**") dated ________________, by and between Red Brick Pizza FC LLC, a Texas limited liability company ("**RBP**"), with its principal office in Dallas, Texas, as the franchisor, and ________________________, ("**you**") as the franchisee Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Franchise Agreement, the provisions contained in this Amendment shall control Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment

1 The Illinois Attorney General's Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, 815 ILCS 705/1-44, (collectively, the "**Act**") To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended

a Illinois Franchise Disclosure Act paragraphs 705/19 and 705/20 provide rights to you concerning nonrenewal and termination of this Agreement If this Agreement contains a provision that is inconsistent with the Act, the Act will control

b Any release of claims or acknowledgments of fact contained in the Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act shall be void and are hereby deleted with respect to claims under the Act

c If this Agreement requires litigation to be conducted in a forum other than the State of Illinois, the requirement is void with respect to claims under the Illinois Franchise Disclosure Act

d If this Agreement requires that it be governed by a state's law, other than the State of Illinois, to the extent that such law conflicts with the Illinois Franchise Disclosure Act, Illinois law governing claims arising under the Act will control

e If this Agreement requires a jury trial waiver, to the extent that such provision conflicts with the Illinois Franchise Disclosure Act, the Act will control

2 As a condition to becoming registered to offer and sell franchises in the state of Illinois, RBP has agreed to postpone your obligation to pay the Site Selection Fee, Project Management fee, if any, the Initial Franchise Fee, and the New Store Marketing Plan fee, until RPB has met its initial pre-opening obligations and you have commenced operation of the Cafe (the "**Fee Deferral Requirement**") Therefore, notwithstanding the payment provisions in Sections 3 1, 4 1, and 9 2 of the Franchise Agreement, payment of the Site Selection Fee, Project Management Fee, if any, the Initial Franchise Fee, and the New Store Marketing Plan Fee is due (a) when RBP has met its initial pre-opening obligations to you and you have commenced operation of the Cafe, or (b) when the Fee Deferral Requirement has been lifted, whichever occurs sooner

3 Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above

RED BRICK PIZZA FC LLC	**FRANCHISEE**
	______________________________
By ______________________________	By ______________________________
Name ______________________________	Name ______________________________
Title ______________________________	Title ______________________________

RED BRICK PIZZA FC LLC

MARYLAND AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT (this "**Amendment**") dated ________________, is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Franchise Agreement**") dated ________________, by and between Red Brick Pizza FC LLC, a Texas limited liability company ("**RBP**"), with its principal office in Dallas, Texas, as Franchisor, and ________________________ ("**you**"), as Franchisee Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Franchise Agreement, the provisions contained in this Amendment shall control Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment

1 Any provision requiring you to sign a general release of any and all claims against RBP shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law, (the "**Act**")

2 Any provision requiring you to bring an action against RBP in any state other than Maryland shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law You may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law

3 Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits RBP from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise Any provisions which require a prospective franchisee to disclaim the occurrence and/or non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law in order to purchase a franchise are not intended to, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law

4 As a condition to becoming registered to offer and sell franchises in the State of Maryland, RBP has agreed to defer your obligation to pay the Site Selection Fee, Project Management Fee, if any, the Initial Franchise Fee, and the New Store Marketing Plan Fee, (collectively the "**Initial Fees**") until it has met its pre-opening obligations under the Franchise Agreement (the "**Fee Deferral Requirement**") and the Cafe is open for business Therefore, notwithstanding the payment provisions in Sections 3 1, 4 1, and 9 2 of the Franchise Agreement, payment of the Initial Fees is due (a) at such time as when RBP has met all of its pre-opening obligations to you and the Cafe is open for business, or (b) when the Fee Deferral Requirement has been lifted, whichever occurs sooner

5 Notwithstanding anything to the contrary set forth in the Franchise Agreement, any general release the Franchisee is required to assent to is not intended to nor shall it act as a release, estoppel or waiver of any liability RBP may have incurred under the Maryland Franchise Registration and Disclosure Law

6 Section 19 3 of the Franchise Agreement is amended by the addition of the following language to the original language that appears therein

> This section shall not in any way abrogate or reduce any of your rights as provided for in Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law, including the right to submit matters to the jurisdiction of the Courts of Maryland

7 Notwithstanding anything to the contrary set forth in the Franchise Agreement, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise

8 In the event of any conflict between the terms of this Amendment and the terms of the Franchise Agreement, the terms of this Amendment shall prevail

9 Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above

RED BRICK PIZZA FC LLC	FRANCHISEE
By ______________________	By ______________________
Name ______________________	Name ______________________
Title ______________________	Title ______________________

RED BRICK PIZZA FC LLC
VIRGINIA AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT (this "**Amendment**") dated ________________, is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Franchise Agreement**") dated ________________, by and between Red Brick Pizza FC LLC, a Texas limited liability company ("**RBP**"), with its principal office in Dallas, Texas, as the franchisor, and ________________________ ("**you**"), as the franchisee Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Franchise Agreement, the provisions contained in this Amendment shall control Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment

1 Under Section 13 1-564 of the Virginia Retail Franchising Act, (the "**Act**"), it is unlawful for a franchisor to cancel a franchise without reasonable cause If any ground for default or termination stated in the Franchise Agreement does not constitute "reasonable cause", as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable

2 Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above

RED BRICK PIZZA FC LLC	**FRANCHISEE**
	______________________________
By ______________________________	By ______________________________
Name ______________________________	Name ______________________________
Title ______________________________	Title ______________________________

RED BRICK PIZZA FC LLC

WASHINGTON AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT (this "**Amendment**") dated ________________, is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Franchise Agreement**") dated ________________, by and between Red Brick Pizza FC LLC, a Texas limited liability company ("**RBP**"), with its principal office in Dallas, Texas, as the franchisor, and ________________________ ("**you**"), as the franchisee Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Franchise Agreement, the provisions contained in this Amendment shall control Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment

1 The State of Washington has a statute, RCW 19 100 180 (the "**Act**") that may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise There may also be court decisions that may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise

2 If there is a conflict of laws, the provisions of the Act shall prevail

3 A release or waiver of rights executed by you shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable

4 As a condition to becoming registered to offer and sell franchises in the state of Washington, RBP has agreed to defer your obligation to pay the Initial Franchise Fee until RBP has met its material pre-opening obligations and you have commenced operation of the Cafe Therefore, Section 4 1 of the Franchise Agreement is amended to state that payment of the Initial Franchise Fee is due when RBP has met all of its material pre-opening obligations to you and the Cafe has opened for business

5 In general, transfer fees are collectible to the extent that they reflect a franchisor's reasonable estimated or actual costs in effecting a transfer If the proposed transfer includes either a private or public offer of securities, as described in Section 12 7, the transfer fee will be based upon RBP's reasonable estimated or actual costs of reviewing the proposed offering

6 You have the right to terminate the Franchise Agreement on any grounds permitted by law

7 Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above

RED BRICK PIZZA FC LLC	**FRANCHISEE**
	________________________
By ________________________	By ________________________
Name ________________________	Name ________________________
Title ________________________	Title ________________________

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EXHIBIT B

CAFÉ DEVELOPMENT AGREEMENT

RED BRICK PIZZA FC LLC

CAFÉ DEVELOPMENT AGREEMENT

CAFÉ DEVELOPMENT AGREEMENT

SUMMARY PAGES

EFFECTIVE DATE	______________________________
DEVELOPER	______________________________
ADDRESS FOR NOTICES	______________________________ ______________________________
TELEPHONE NUMBER	______________________________
FACSIMILE NUMBER	______________________________
E-MAIL ADDRESS	______________________________
DEVELOPMENT FEE	☐ $ ______________, calculated as $30,000 for the first Cafe plus $15,000 for the second and each additional Cafe to be developed ($30,000 plus (___ cafes x $15,000) = ______) ☐ $ ______________, calculated as $15,000 for the first Cafe plus $15,000 for the second and each additional Cafe to be developed ($15,000 plus (___ cafes x $15,000) = ______) [Veteran's discount] ☐ $ ______________, calculated as $15,000 for the first Cafe plus $15,000 for the second and each additional Cafe to be developed ($15,000 plus (___ cafes x $15,000) = ______) [RED BRICK PIZZA Special Venue Cafes]
NUMBER OF CAFÉS TO BE DEVELOPED	______________________________
INITIAL FRANCHISE FEE FOR THE FIRST CAFÉ TO BE DEVELOPED	☐ $30,000 (paid as a development fee credit) ☐ $15,000 (paid as a development fee credit) [Veteran's discount] ☐ $15,000 (paid as a development fee credit) [RED BRICK PIZZA Special Venue Cafe]
INITIAL FRANCHISE FEE FOR THE SECOND AND EACH ADDITIONAL CAFÉ TO BE DEVELOPED	☐ $15,000 (paid as a development fee credit)
RENEWAL PERIOD	______________ to ______________
TRANSFER FEE	$1,500 (Convenience of Ownership, refer to <u>Section 8 2</u>), $2,500 (Non-controlling Interest, refer to <u>Section 8 3</u>),

______________ Franchisor Initial

______________ Developer Initial

	$15,000, plus reimbursements of RBP's costs in facilitating the transfer (including reasonable attorneys' fees) (Transfer of Agreement, and/or Controlling Interest, refer to Section 8 4)
RED BRICK PIZZA FC LLC COMPANY ADDRESS FOR NOTICE	Red Brick Pizza FC LLC 2811 McKinney Avenue, Suite 354 Dallas, Texas 75204 Fax 214-329-1216 Attention Chief Operating Officer cc Chief Legal Officer

Franchisor Initial

Developer Initial

RED BRICK PIZZA FC LLC
CAFÉ DEVELOPMENT AGREEMENT

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ATTACHMENTS

RED BRICK PIZZA FC LLC
CAFÉ DEVELOPMENT AGREEMENT

THIS CAFÉ DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into as of the Effective Date reflected in the Summary Pages ("**Effective Date**"), by and between Red Brick Pizza FC LLC, a Texas limited liability company, with its principal office in Dallas, Texas ("**RBP**" or "**Franchisor**"), and the Developer identified in the Summary Pages ("**you**" or "**Developer**")

A RBP, as the result of the expenditure of time, skill, effort and money, has developed a distinctive system relating to the establishment and operation of a cafe (**Café**") featuring a casual atmosphere and offering a menu of high quality, fire-roasted gourmet pizzas, fresh chopped salads, gourmet Italian gelato, FHAZANI, and other food and beverage items for dine-in consumption and take-out service (the "**System**")

B The distinguishing characteristics of the System include, without limitation, products, recipes and menu items, which incorporate RBP's trade secrets and proprietary information (collectively, the "**Proprietary Products**"), distinctive exterior and interior design, decor, color scheme, fixtures, and furnishings, standards and specifications for products and supplies, service standards, uniform standards, specifications, and procedures for operations, procedures for inventory and management control, training and assistance, and advertising and promotional programs, all of which may be changed, improved, and further developed by RBP from time to time

C The System is identified by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited, to the mark "**RED BRICK PIZZA**" and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated by RBP in writing for use in connection with the System (the "**Marks**") RBP has obtained the right to use, and to license others to use, the Proprietary Products, the Marks and the System

D RBP continues to develop, use, and control the use of the Marks in order to identify for the public the source of services and products marketed under this Agreement and under the System, and to represent the System's high standards of quality, appearance, and service

E RBP desires to expand and develop Cafes in the Development Area, and you wish to develop RED BRICK PIZZA Cafes in the Development Area, upon the terms and conditions as set forth in this Agreement

NOW, THEREFORE, in consideration of the mutual premises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows

1 GRANT

1 1 <u>Grant of Cafe Development Rights</u> RBP hereby grants to you, and you hereby accept, the right and obligation, to develop, in the Development Area (identified in <u>Attachment B</u>), the number of RED BRICK PIZZA Cafes set forth in the Development Schedule (also identified in <u>Attachment B</u>) Each Cafe to be developed shall be developed and operated pursuant to a separate Franchise Agreement to be entered into between you and RBP in accordance with <u>Section 4 1</u> This Agreement grants you no right or license to use any of the Marks, your right to operate a Cafe and your license to use the Marks derives solely from the Franchise Agreements that you will enter into under this Agreement The development rights granted under this Agreement belong solely to you, you may not share them, divide them, subfranchise or sublicense them, or transfer them, except in accordance with the transfer provisions of this Agreement

1 2 <u>Development Area Protection</u>

1 2 1 This Agreement grants you development rights within the "Development Area" identified in <u>Attachment B</u> During the Term of this Agreement, RBP will not own or operate, or grant anyone else the right to own or operate a RED BRICK PIZZA Cafe in the Development Area, except (a) for sales in "Closed Markets" (which are carved out from territorial protection, as described in <u>Attachment B</u>), and (b) if RBP purchases, merges, acquires, or affiliates with another business, RBP may continue to operate, franchise, or license the acquired business anywhere, including

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in the Development Area, under the Marks or a different trademark, pursuant to Section 8 1 RBP reserves to itself all other rights not expressly granted to you under this Agreement

1 2 2 Except for the restrictions described in Section 1 2 1, there is no restriction on RBP's right to use and to license use of the Marks RBP may own and operate and grant others the right to own and operate RED BRICK PIZZA Cafes, and may sell and license others the right to sell, pizza and other products identified by the Marks anywhere outside the Development Area, regardless of proximity to the Development Area RBP also may own and operate, and grant others the right to own and operate, RED BRICK PIZZA Cafes, and may sell and license others the right to sell pizza and other products identified by the Marks in "Closed Markets" within the Development Area RBP also may distribute products and services identified by the Marks, such as take home, ready-to-bake and frozen pizza, through alternative channels of distribution including grocery stores, supermarkets, convenience stores, restaurants, and via mail order, catalog sales and/or the Internet

1 2 3 Nothing in this Agreement prohibits or restricts RBP from owning, acquiring, establishing, owning, operating, or granting franchise rights for one or more other businesses under a different trademark or service mark (*i e*, a mark other than RED BRICK PIZZA), whether or not the business is the same as or competitive with RED BRICK PIZZA Cafes

2 TERM OF CAFÉ DEVELOPMENT AGREEMENT

2 1 Term Unless sooner terminated, the term (the "**Term**") of this Agreement begins on the Effective Date and, unless otherwise negotiated, terminated or extended as provided in this Agreement, expires on the earlier of ***(a)*** the date on which you have completed your development obligations under this Agreement, or ***(b)*** 12 00 midnight CST on the last day of the last Development Period identified in Attachment B

2 2 Renewal Notwithstanding the foregoing, you may renew your development rights for the Renewal Period (as set forth on the Summary Pages) if, upon the earlier to occur of satisfaction of your development obligations as set forth in Attachment B, each of the following conditions has been satisfied (a) you have notified RBP, in writing, of your intent to renew your development rights, (b) you are not in default of any material provision of this Agreement or any other agreement (including, without limitation any franchise agreement) between you and RBP or its Affiliates, and you have complied with the materials terms and conditions of this Agreement and all other agreements between you and RBP of its Affiliates throughout the term of such agreement, (c) you have executed with RBP the minimum number of Franchise Agreements (as set forth on Attachment B) and have paid all amounts owed to RBP and its Affiliates and third party suppliers, (d) you have opened at least the minimum number of Cafes as set forth on Attachment B, (e) you and RBP mutually agree on the Development Schedule and/or Development Plan with respect to the additional Cafes in the Development Area, unless otherwise agreed in writing by RBP, (to be memorialized in an Attachment B-1), which must include the development of a minimum of at least the same number of Cafes as required under the initial Development Plan during the First Renewal Term, (f) you meet RBP's then-current qualifications for new franchisees, (g) you and each person who has guaranteed your obligations under this Agreement signs RBP's standard form of a general release, and (h) you pay to RBP a Development Fee for the Renewal Term equal to $15,000 for each Cafe to be developed during the Renewal Term The Renewal Term, once effective, will be included in reference to the "Term" of this Agreement and will begin on the day after the last day of the last Development Period identified in Attachment B

2 3 Effect of Termination or Expiration Upon termination or expiration of this Agreement, all territorial protection afforded under this Agreement shall end, and you shall have no further right to develop any RED BRICK PIZZA Cafes for which a Franchise Agreement has not been signed

3 FEES

3 1 Development Fee Upon execution of this Agreement, you shall pay to RBP a Development Fee in the amount set forth in the Summary Pages (the "**Development Fee**") The Development Fee will be an amount equal 100% of the Initial Franchise Fee for each Cafe to be developed hereunder When each Franchise Agreement is signed, RBP will credit a portion of the Development Fee payment ("**Development Credit**") toward satisfaction of the applicable Initial Franchise Fee due thereunder Development Credits will be calculated on the same basis as the

Development Fee, and will be applied to Initial Franchise Fees only to the extent that the Development Fee has been paid The Development Fee (including, without limitation, the Development Credit) is fully earned by RBP when paid and is not refundable, in whole or in part, under any circumstances

3 2 Initial Franchise Fee Upon execution of this Agreement, you shall pay RBP an Initial Franchise Fee in the amount specified in the Summary Pages You acknowledge and agree that the Initial Franchise Fee is fully earned by RBP when paid and is not refundable

3 3 Royalty Fee Each Franchise Agreement signed under this Agreement shall provide that the Royalty Fee shall be equal to 5% of Gross Revenue

4 DEVELOPMENT SCHEDULE AND MANNER FOR EXERCISING DEVELOPMENT RIGHTS

4 1 Separate Franchise Agreements The Franchise Agreement for the first Cafe to be developed under this Agreement is the form attached as Attachment E The Franchise Agreement for the second and each additional Cafe to be will be in the form of RBP's then-current Franchise Agreement, the terms of which may be materially different from the terms of Attachment E

4 2 Development Schedule Recognizing that time is of the essence, you agree to satisfy the Development Schedule set forth in Attachment B Your failure to meet the Development Schedule is a default under this Agreement, as provided in Section 9 2 Without RBP's prior written consent, you may not develop more than the total number of RED BRICK PIZZA Cafes reflected on the Development Schedule

4 3 Manner for Exercising Development Rights

4 3 1 Before exercising any development right granted hereunder, you shall apply to RBP for a franchise to operate a Cafe If RBP, in its sole discretion, determines that you have met each of the following operational, financial, and legal conditions, then RBP will grant you a franchise for a Cafe

(a) Operational Conditions You are in compliance with the Development Schedule and this Agreement, and you and your Affiliates are in compliance with any other agreement between them and RBP or its Affiliates You are conducting the operation of your existing Cafes, if any, and are capable of conducting the operation of the proposed Cafe in accordance with the terms and conditions of this Agreement, the respective Franchise Agreements, and the standards, specifications, and procedures set forth and described in the Manuals (defined in the Franchise Agreement)

(b) Financial Conditions You and the Owners satisfy RBP's then-current financial criteria for developers and Owners of RED BRICK PIZZA Cafes You and the Owners have been and are faithfully performing all terms and conditions under each of the existing Franchise Agreements with RBP You are not in default, and have not been in default during the rolling twelve (12) months preceding your request for financial approval, of any monetary obligations owed to RBP or its Affiliates under any Franchise Agreement or any other agreement between you or your Affiliates and RBP or its Affiliates You acknowledge and agree that it is vital to RBP's interest that each of its franchisees must be financially sound to avoid failure of a Cafe and that such failure would adversely affect the reputation and good name of RED BRICK PIZZA and the System

(c) Legal Conditions You have submitted to RBP, in a timely manner, all information and documents requested by RBP as a basis for the issuance of individual franchises or pursuant to any right granted to you by this Agreement or by any Franchise Agreement

4 4 Development Schedule

4 4 1 Acknowledging that time is of the essence, you agree to exercise your development rights according to Section 4 3 , and the Development Schedule reflected in Attachment B You may, subject to the terms and conditions of this Agreement and with RBP's prior written consent, which may be withheld in its sole discretion, develop more than the total minimum number of Cafes, which you are required to develop during any Development Period Any Cafes in excess of the minimum number of Cafes required to be developed shall be applied to satisfy your development obligation during the next succeeding Development Period, if any Notwithstanding the above, you

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shall not open or operate more than the cumulative total number of Cafes you are obligated to develop under the Development Schedule without RBP's prior written consent

4 4 2 If during the Term of this Agreement, you cease to operate any Cafe developed under this Agreement for any reason, you shall develop a replacement Cafe The replacement Cafe shall be developed within a reasonable time (not to exceed one hundred twenty (120) days) after you cease to operate the original Cafe If, during the Term of this Agreement, you transfer your interest in a Cafe in accordance with the terms of the applicable Franchise Agreement for the Cafe, the transferred Cafe shall continue to be counted in determining whether you have complied with the Development Schedule so long as it continues to be operated as a RED BRICK PIZZA Cafe If the transferred Cafe ceases to be operated as a RED BRICK PIZZA Cafe during the Term of this Agreement, you shall develop a replacement Cafe within a reasonable time (not to exceed one hundred twenty (120) days) thereafter

4 4 3 Your failure to adhere to the Development Schedule (including any extensions thereof, approved by RBP in writing) or to any time period for the development of replacement Cafes is a material breach of this Agreement

4 5 Projected Opening Dates You acknowledge that the Projected Opening Date for each Cafe to be developed hereunder is reasonable Subject to your compliance with Section 4 3, hereof, you must execute a Franchise Agreement for each Cafe on or before the applicable Execution Date identified in the Development Schedule, which date shall be no later than twelve (12) months prior to the Projected Opening Date for the applicable Cafe No later than thirteen (13) months prior to expiration of a Development Period expiration date, you shall request to sign a Franchise Agreement for each Cafe to be developed during the Development Period Upon receiving your request, RBP shall deliver to you its then-current form of Franchise Disclosure Document, and execution copies of its then-current form of franchise agreement No later than the Franchise Agreement Execution Date (but no sooner than as permitted by law), you shall sign and return a signed copy of the Franchise Agreement RBP will approve and countersign the Franchise Agreement if ***(a)*** you are in compliance with this Agreement and all other agreements between you or your Affiliates and RBP including, without limitation, all Franchise Agreements signed under this Agreement If this condition is not met, RBP shall have the right to require you to cure any deficiencies before it approves and countersigns the Franchise Agreement, ***(b)*** you have demonstrated to RBP, in RBP's discretion, your financial and other capacity to perform the obligations set forth in the proposed new Franchise Agreement, and ***(c)*** you, and each of your Affiliates who then has a then-currently effective Franchise Agreement or Cafe Development Agreement with RBP, has signed a general release, in a form prescribed by RBP, of any and all claims that the party has, had, or claims to have against RBP, its parent company and/or its Affiliates and their respective officers, directors, members, shareholders, agents, employees, successors and assigns, whether the claims are known or unknown, arising out of or relating to this Agreement, any Franchise Agreement, the relationship created by this Agreement or any Franchise Agreement, and the offer and sale of the RED BRICK PIZZA franchise opportunity

5 DEVELOPER'S OBLIGATIONS

5 1 Satisfaction of Development Schedule You shall execute a Franchise Agreement for each Cafe contemplated under this Agreement in accordance with Section 4 1 and the Development Schedule, and shall establish and operate each Cafe in accordance with the terms and conditions of the respective Franchise Agreement

5 2 Compliance with Laws You shall fully comply with all federal, state and local laws, rules, and regulations when exercising your rights and fulfilling its obligations under this Agreement

5 3 Developer May Not Exceed The Development Obligation Unless RBP otherwise authorizes in writing, you may not construct, equip, open and operate more than the total number of RED BRICK PIZZA Cafes reflected on the Development Schedule

6 CONFIDENTIALITY

6 1 Nondisclosure of Confidential Information You shall maintain the confidentiality of all Confidential Information You shall use Confidential Information only in connection with the development and operation of the

Cafes, and you shall divulge Confidential Information only to your employees, and only on a need to know basis This obligation shall survive expiration or termination of this Agreement

7 INDEPENDENT CONTRACTOR, INSURANCE AND INDEMNIFICATION

7 1 Independent Contractor The parties acknowledge and agree that you are operating the business contemplated under this Agreement as an independent contractor Nothing contained in this Agreement shall create or be construed to create a partnership, joint venture, or agency relationship between the parties Neither party shall have fiduciary or any similar special obligations to the other, or be liable for the debts or obligations of the other, you acknowledge that the relationship created by this Agreement is solely an arm's length business relationship Neither party shall have the right to bind the other, transact business in the other party's name or in any manner make any promises or representations on behalf of the other party, unless otherwise agreed in writing by the parties You shall conspicuously identify yourself and the business contemplated under this Agreement in all dealings with your customers, contractors, suppliers, public officials, and others, as an independent franchisee of RBP, and shall place a conspicuous notice, in the form and at such place as RBP prescribes, notifying the public of such independent ownership

7 2 Insurance Obligations

7 2 1 You shall maintain in full force and effect at all times during the Term of this Agreement, at your expense, an insurance policy or policies protecting you, RBP, its parent company and its Affiliates, and their respective partners, shareholders, members, directors, regional directors, managers, agents, employees, successors and assigns, (collectively, the "**RBP Insureds**"), against any demand or claim with respect to personal and bodily injury, death, or property damage, or any loss, liability, or expense arising or occurring upon or in connection with the operation of the business contemplated under this Agreement

7 2 2 Such policy or policies shall ***(a)*** be written by insurer(s) licensed and admitted to write coverage in the state in which the Franchised Business (as defined in the Franchise Agreement) is located and with a rating of "A" or better as set forth in the most recent edition of Best's Key Rating Guide, ***(b)*** name RBP and the RBP Insureds on a primary non-contributory basis, ***(c)*** the additional insured coverage must be provided on an Additional Insured Grantor of Franchise Endorsement per form CG2029 (or an endorsement form with comparable wording acceptable to RBP), and ***(d)*** comply with RBP's written requirements at the time such policies are obtained, and provide at least the types and minimum amounts of coverage that RBP requires from time to time RBP may unilaterally modify these insurance requirements, which modifications may include increasing minimum policy limits, by delivering to you written notice of the change

7 2 3 In connection with any and all insurance that you are required to maintain under Section 7 2, you and your insurers shall agree to waive their rights of subrogation against RBP, and you shall provide evidence of such waiver in accordance with this Section 7 2

7 2 4 Your obligation to obtain and maintain insurance shall not be limited in any way by reason of any insurance that may be maintained by RBP, nor shall your performance of that obligation relieve you of liability under the indemnity provisions set forth in Section 7 3 of this Agreement

7 2 5 All public liability and property damage policies shall contain a provision that RBP and its Affiliates, although named as an additional insureds, shall nevertheless be entitled to recover under such policies on any loss occasioned to RBP, or any of the RBP Insureds by reason of your negligence

7 2 6 At least ten (10) days prior to the time you are first required to carry insurance, and thereafter at least thirty (30) days prior to the expiration of any policy, you shall deliver to RBP certificate of insurance evidencing your compliance with this Article 7 Each certificate of insurance shall expressly provide that no less than thirty (30) days' prior written notice shall be given to RBP in the event of material alteration to or cancellation or non-renewal of the coverages evidenced by such certificates

7 2 7 If you fail to procure or maintain these minimum insurance requirements, RBP or its designee shall have the right and authority (but not the obligation) to procure such insurance on your behalf Such right shall be in

addition to and not in lieu of any other rights or remedies available to RBP If this occurs, you shall reimburse RBP the cost of the premium upon demand

7 3 Indemnification You shall indemnify and defend to the fullest extent by law, RBP, its parent company, its Affiliates and their respective officers, directors, regional directors, managers, employees, shareholders, members, agents, successors and assigns, (collectively the "**Indemnitees**") from any and all "**losses and expenses**" (as hereinafter defined) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises directly or indirectly from, as a result of, or in connection with your operation of the business contemplated under this Agreement (an "**event**"), and regardless of whether same resulted from any strict or vicarious liability imposed by law on the Indemnitees, provided, however, that this indemnity shall not apply to any liability arising from the gross negligence of Indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided in this Agreement shall extend to any finding of comparative negligence or contributory negligence attributable to you) For the purpose of this Section 7 3, the term "**losses and expenses**" shall be deemed to include compensatory, exemplary, or punitive damages, fines and penalties, attorneys' fees, experts' fees, court costs, costs associated with investigating and defending against claims, settlement amounts, judgments, and all other costs associated with any of the foregoing losses and expenses Under no circumstances shall RBP be required or obligated to seek recovery from third parties or otherwise mitigate its losses in order to maintain a claim under this provision, and RBP's failure to seek such recovery or mitigate its loss will in no way reduce the amounts recoverable by RBP under this provision You shall give RBP prompt notice of any event of which you are aware, for which indemnification is required, and, at your expense and risk, RBP may elect to assume (but under no circumstance is obligated to undertake) the defense and/or settlement thereof, provided that RBP will seek your advice and counsel Any assumption by RBP shall not modify your indemnification obligation RBP may, in its sole and absolute discretion, take such actions as it seems necessary and appropriate to investigate, defend, or settle any event or take other remedial or corrective actions with respect thereof as may be, in RBP's sole and absolute discretion, necessary for the protection of the Indemnitees or the System This provision survives termination or expiration of this Agreement

8 TRANSFER OF INTEREST

8 1 Transfer by RBP RBP may transfer or assign all or any part of its rights or obligations under this Agreement to any person or legal entity With respect to any assignment which results in the subsequent performance by the assignee of all of RBP's obligations under this Agreement, the assignee shall expressly assume and agree to perform such obligations, and shall become solely responsible for all of RBP's obligations under this Agreement from the date of assignment In addition, and without limitation to the foregoing, you expressly affirm and agree that RBP and/or its Affiliates may sell their assets, the Proprietary Products, Marks, Copyrighted Works or the System, may sell securities in a public offering or in a private placement, may merge, acquire other corporations, or be acquired by another corporation, and may undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring With regard to any of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of RBP's name, the Proprietary Products, Copyrighted Works, Marks (or any variation thereof) and System and/or the loss of association with or identification of Red Brick Pizza FC LLC as the franchisor under this Agreement You specifically waive any and all other claims, demands or damages arising from or related to the foregoing merger, acquisition and other business combination activities including, without limitation, any claim of divided loyalty, breach of fiduciary duty, fraud, breach of contract or breach of the implied covenant of good faith and fair dealing You agree that RBP has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities as RED BRICK PIZZA Cafes operating under the Marks or any other marks following RBP's purchase, merger, acquisition or affiliation, regardless of the location of these facilities (which you acknowledge may be proximate to any RED BRICK PIZZA Cafe developed under this Agreement and/or within the Development Area)

8 2 Transfer by Individual Developer to Business Entity for Convenience If you are an individual, you may transfer your interest in this Agreement to a Business Entity for convenience of operation within the first twelve (12) months of this Agreement by signing RBP's standard form of assignment and assumption agreement if *(a)* the Business Entity is formed solely for purposes of continuing your development rights and obligations, *(b)* you provide to RBP a copy of the Business Entity's formation and governing documents and a certificate of good standing from the jurisdiction under which the Business Entity was formed, and *(c)* you pay to RBP a $1,500 administrative fee

8 3 Transfer Among Owners, Transfer of Non-Controlling Interest If you are a Business Entity, your Owners may transfer their ownership interests in the Business Entity among each other, and may transfer up to a Non-Controlling Interest in the Business Entity to one or more third parties, if *(a)* you have provided to RBP advance notice of the transfer, *(b)* Attachment C to this Agreement has been amended to reflect the new ownership, *(c)* each new Owner has signed a Guaranty and Personal Undertaking in the form of Attachment D, and *(d)* you pay to RBP a $2,500 administrative fee

8 4 Transfer of Agreement, Transfer of Controlling Interest All other transfers (including any sale or transfer of your interest in this Agreement, the sale or transfer of all or substantially of the assets of any Cafe developed hereunder, and the sale of a Controlling Interest in you if you are a Business Entity) require RBP's prior written consent For the purpose of determining whether you are transferring and/or selling a Controlling Interest or a Non-Controlling Interest, **"Control"** shall mean the ability to direct the business decisions of a business entity or to exercise the voting rights of fifty percent (50%) or more of the voting shares of a business entity, or ownership of fifty percent (50%) or more of the shares of a business entity, or the ability to appoint half or a majority of the directors (or equivalent officers) of a business entity RBP will not unreasonably withhold its consent to a transfer, but may condition its consent on satisfaction of any or all of the following

8 4 1 Your written request for consent and delivery to RBP of a copy of the proposed transfer agreements, including sale terms, at least thirty (30) days prior to the proposed transfer, and RBP has determined, in its sole and reasonable discretion, that the terms of the sale will not materially and adversely affect the post transfer viability of any Franchised Business in operation at the time of transfer,

8 4 2 The transferee has demonstrated to RBP's satisfaction that the transferee meets RBP's then-current educational, managerial and business standards, possesses a good moral character, business reputation and credit rating, has the aptitude and ability to operate each Franchised Business, and has sufficient equity capital to operate each Franchised Business,

8 4 3 All of your accrued monetary obligations and all other outstanding obligations to RBP, its Affiliates, and third party suppliers shall be up to date, fully paid and satisfied, and you must be in full compliance with this Agreement and any other agreements between you and RBP, its Affiliates and your suppliers,

8 4 4 You or the transferee shall have agreed to refurbish each Cafe premises identified by RBP so that it meets RBP's image requirements for new RED BRICK PIZZA Cafes,

8 4 5 You and each Owner shall have executed a general release, in a form satisfactory to RBP, of any and all claims against RBP and its Affiliates and their respective officers, directors, managers, shareholders, members, agents, employees, successors and assigns, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, provided, however, that any release will not be inconsistent with any state law regulating franchising,

8 4 6 You or the transferee shall have paid the applicable Transfer Fee in the amount set forth in the Summary Pages (i e , $15,000) plus the reimbursement of RBP's reasonable costs and expenses incurred in facilitating the transfer,

8 4 7 The transferee shall have executed RBP's then-current form of Cafe Development Agreement, the terms of which may be materially different than the terms of this Agreement and may include, among other things, a different percentage royalty fee and different advertising obligations The term of such Cafe Development Agreement shall be the remaining term of this Agreement at the time of transfer,

8 4 8 If the transferee is a Business Entity, then the transferee's Owners each shall sign RBP's standard form of Guaranty and Personal Undertaking If any person required to sign a Guaranty and Personal Undertaking is a corporation or other business entity (an entity other than a natural person), then its owners and parents also shall execute the Guaranty and Personal Undertaking, it being the intent of the parties that each entity in the chain of ownership, and each natural person holding a beneficial interest in the franchise, either directly or indirectly through business entities, will also execute the Guaranty and Personal Undertaking,

8 4 9 The transferee shall have complied with RBP's then-current initial training requirements for the operation of each then-existing Cafe, and

8 4 10 If RBP introduced the buyer to you, you have paid all fees due RBP under its then-current franchise resale policy or program

8 5 Transfer of Franchise Agreements Notwithstanding Section 8 4 of this Agreement, you may, with RBP's prior written consent, execute and contemporaneously assign your right to enter into a Franchise Agreement pursuant to this Agreement to a Business Entity under common control with you if ***(a)*** such Business Entity executes and complies with the terms and conditions of the Franchise Agreement, and ***(b)*** you pay RBP a Franchise Assignment Fee in the amount of $2,500

8 6 Transfers Void Any purported transfer, by operation of law or otherwise, made without RBP's prior written consent will be considered null and void and will be considered a material breach of this Agreement

8 7 Security Interest You may grant a security interest in this Agreement only to the limited extent permitted by Section 9-408 of the Uniform Commercial Code Any such security interest may only attach to an interest in the proceeds of the operation of the Franchised Business and may not entitle or permit the secured party to take possession of or operate the Franchised Business or to transfer your interest in this Agreement or the franchise without RBP's consent

8 8 Private or Public Offerings If you are a Business Entity and you intend to issue equity interests pursuant to a private or public offering, you shall first obtain RBP's written consent, which consent shall not be unreasonably withheld You must provide to RBP for its review a copy of all offering materials (whether or not such materials are required by applicable securities laws) at least sixty (60) days prior to such documents being filed with any government agency or distributed to investors No offering shall imply (by use of the Marks or otherwise) that RBP is participating in an underwriting, issuance or offering of your securities, and RBP's review of any offering shall be limited to ensuring compliance with the terms of this Agreement RBP may condition its approval on satisfaction of any or all of the conditions set forth in Section 8 4 and on execution of an indemnity agreement, in a form prescribed by RBP, by you and any other participants in the offering For each proposed offering, you shall pay to RBP a retainer in an amount determined by RBP, which RBP shall use to reimburse itself for the reasonable costs and expenses it incurs (including, without limitation, attorneys' fees and accountants' fees) in connection with reviewing the proposed offering

8 9 Right of First Refusal If you receive a bona fide offer to purchase your interest in this Agreement, or if any Owner receives a bona fide offer to purchase his or her equity interests in you, and you or such Owner wishes to accept such offer, you or the Owner must deliver to RBP written notification of the offer and, except as otherwise provided herein, RBP shall have the right and option, exercisable within thirty (30) days after receipt of such written notification, to purchase the seller's interest on the same terms and conditions offered by the third party If the bona fide offer provides for the exchange of assets other than cash or cash equivalents, the bona fide offer shall include the fair market value of the assets and you shall submit with the notice an appraisal prepared by a qualified independent third party evidencing the fair market value of such assets as of the date of the offer Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by RBP as in the case of an initial offer If RBP elects to purchase the seller's interest, closing on such purchase must occur by the later of ***(a)*** the closing date specified in the third party offer, or ***(b)*** within sixty (60) days from the date of notice to the seller of RBP's election to purchase RBP's failure to exercise the option described in this Section 8 9 shall not constitute a waiver of any of the transfer conditions set forth in this Article 8

8 10 Transfer Upon Death or Incapacitation Upon the death or permanent incapacity (mental or physical) of any person with an interest in this Agreement or you, the executor, administrator, or personal representative of such person shall transfer such interest to a third party approved by RBP within six (6) months after such death or mental incapacity Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as an inter vivos transfer, except that the transfer fee shall be waived In the case of transfer by devise or inheritance, however, if the heirs or beneficiaries of any such person are unable to meet the conditions of this Section 8 10, the executor, administrator, or personal representative of the decedent shall transfer the decedent's interest to another party approved by RBP within six (6) months, which disposition shall be subject to all the terms and conditions for transfer contained in this Agreement If the interest is not disposed of within such period, RBP may, at its option, terminate this Agreement, pursuant to Section 9 5

8 11 Non-Waiver of Claims RBP's consent to a transfer shall not constitute a waiver of any claims it may have against the transferring party, and it will not be deemed a waiver of RBP's right to demand strict compliance with any of the terms of this Agreement, or any other agreement to which RBP's and the transferee are parties, by the transferee

8 12 Disclosure to Transferee RBP may communicate directly with any prospective transferee You expressly consent to RBP, its Affiliates, contractors, suppliers, or vendors disclosing to the prospective transferee any information RBP deems appropriate You release RBP, its Affiliates, contractors, suppliers, and vendors, and their respective directors, officers, employees, and agents from any claims, losses, or liability of yours resulting from any disclosure made by RBP in good faith Nothing in this provision is intended to obligate RBP to provide any information to a prospective transferee

9 DEFAULT AND TERMINATION

9 1 Termination In the Event of Bankruptcy or Insolvency You shall be deemed to be in default under this Agreement, and all rights granted to you in this Agreement shall automatically terminate without notice, ***(a)*** if you become insolvent or make a general assignment for the benefit of creditors, ***(b)*** if a petition in bankruptcy is filed by you or such a petition is filed against you and you do not oppose it, ***(c)*** if you are adjudicated as bankrupt or insolvent, ***(d)*** if a bill in equity or other proceeding for the appointment of a receiver for you or other custodian for your business or assets is filed and consented to by you, ***(e)*** if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction, ***(f)*** if proceedings for a composition with creditors under any state or federal law is instituted by or against you, ***(g)*** if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed), ***(h)*** if you are dissolved, or ***(i)*** if execution is levied against your business or property

9 2 Termination with Notice and Without Opportunity to Cure RBP has the right to terminate this Agreement, which termination will become effective upon delivery of notice without opportunity to cure if ***(a)*** you fail to meet the Development Schedule, ***(b)*** you or any Owner is convicted of, or pleads no contest to, a felony, a crime involving moral turpitude, or any other crime or offense that RBP believes is reasonably likely to have an adverse effect on the System, ***(c)*** there is any transfer or attempted transfer in violation of Article 8 of this Agreement, ***(d)*** you or any Owner fails to comply with the confidentiality or non-compete covenants in Article 6 and Article 10 of this Agreement, or ***(e)*** you or any Owner has made any material misrepresentations in connection with your application for franchise development rights, or ***(f)*** RBP delivers to you three (3) or more written notices of default pursuant to this Article 9 within any rolling 12-month period, whether or not the defaults described in such notices ultimately are cured

9 3 Termination with 10-Day Cure Period RBP has the right to terminate this Agreement, which termination will become effective upon delivery of written notice of termination, if you fail to cure the following defaults within ten (10) days after delivery of written notice ***(a)*** failure to obtain or maintain required insurance coverage, ***(b)*** failure to pay any amounts due to RBP, ***(c)*** failure to pay any amounts due to your trade creditors (unless such amount is subject to a bona fide dispute), or ***(d)*** failure to pay any amounts for which RBP has advanced funds for or on your behalf, or upon which RBP is acting as guarantor of your obligations

9 4 Termination with 30-Day Cure Period Except as otherwise provided in this Article 9, RBP has the right to terminate this Agreement, which termination will become effective upon delivery of written notice of termination, if you fail to cure any curable default within thirty (30) days after delivery of written notice

9 5 Termination Related to Death or Permanent Incapacity RBP has the right to terminate this Agreement if an approved transfer as required by Section 8 10 is not effected within the designated time frame following a death or permanent incapacity (mental or physical)

9 6 Cross-Default Any default under any agreement between you and RBP or its Affiliates (including any Franchise Agreement), which you fail to cure within any applicable cure period, shall be considered a default under this Agreement and shall provide an independent basis for termination of this Agreement

9 7 Additional Remedies If you are in default of this Agreement, RBP may, in its sole discretion, elect to exercise any one or more of the following remedies in lieu of terminating this Agreement *(a)* terminate or modify any territorial protections granted to you in each Franchise Agreement identified by RBP, *(b)* reduce the size of the Development Area, or *(c)* reduce the number of Cafes which you may establish pursuant to the Development Schedule If RBP elects to exercise one or more of the additional remedies set forth above, you agree to continue to develop Cafes in accordance with your rights and obligations under this Agreement, as modified To the extent such rights are modified pursuant to this Section 9 7, you acknowledge that RBP will be entitled to establish, and to license others to establish, RED BRICK PIZZA Cafes in some or all of the Development Area, except as otherwise provided under any Franchise Agreement which is then in effect between RBP and you or your Affiliates RBP's exercise of any of its remedies under this Section 9 7 shall not constitute a waiver by RBP to exercise RBP's option to terminate this Agreement at any time with respect to a subsequent event of default of a similar or different nature

10 COVENANTS

10 1 Non-Competition During Term of Agreement You and each Owner acknowledge that you and each Owner will receive valuable specialized training and Confidential Information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques and trade secrets of RBP and the System You and each Owner covenant and agree that during the Term of this Agreement, except as otherwise approved in writing by RBP, you and, if applicable, such Owner, shall not, either directly or indirectly, for yourselves, or through, on behalf of, or in conjunction with any person, or legal entity

10 1 1 Divert or attempt to divert any present or prospective customer of any RED BRICK PIZZA Cafe to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System,

10 1 2 Employ or seek to employ any person who is or has been within the previous thirty (30) days employed by RBP or an Affiliate of RBP as a salaried managerial employee, or otherwise directly or indirectly induce such person to leave his or her employment, and

10 1 3 Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, a Competitive Business at any location within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which RBP or its Affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks

10 2 Non-Competition After Expiration or Termination of Agreement Commencing upon the later of *(a)* a transfer permitted under Article 8 of this Agreement, expiration of this Agreement, or termination of this Agreement (regardless of the cause for termination) or *(b)* a final court order (after all appeals have been taken) with respect to any of the foregoing events or with respect to enforcement of this Section 10 2, and continuing for an uninterrupted period of two (2) years thereafter, you shall not either directly or indirectly, for yourselves, or through, on behalf of, or in conjunction with any person, persons, or legal entity, own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with a Competitive Business *(i)* that is located within or that provides delivery services in the former Development Area, or *(ii)* that is located within, or that provides

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delivery services within, a 25-mile radius of any other RED BRICK PIZZA Cafe operating under the System and Marks in existence or under development at the time of such termination or transfer If any Owner ceases to be an Owner of the franchisee for any reason during the Term of this Agreement, the foregoing covenant shall apply to the departing Owner for a two-year period beginning on the date such person ceases to meet the definition of an Owner The obligations described in this Section 10 2 shall be tolled during any period of noncompliance

10 3 Additional Provisions The parties acknowledge and agree that RBP shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 10 1 and 10 2, or any portion thereof, without your consent or the consent of any Owner, effective immediately upon delivery of written notice to the affected party, and you and each Owner agree that such person shall comply forthwith with any covenant as so modified, which shall be fully enforceable You and each Owner expressly agree that the existence of any claims you may have against RBP, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by RBP of the covenants in this Article 10 You agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by RBP in connection with the enforcement of this Article 10

10 4 Breach of Covenants Causes Irreparable Injury You acknowledge that your violation of any covenant of this Article 10 would result in irreparable injury to RBP for which no adequate remedy at law may be available, and you consent to the issuance of, and agree to pay all court costs and reasonable attorneys' fees incurred by RBP in obtaining, without the posting of any bond, an ex parte or other order for injunctive or other legal or equitable relief with respect to such conduct or action

10 5 Exception for Publicly Held Companies The foregoing restrictions shall not apply to your ownership or any Owner's ownership of less than a 5% beneficial interest in the outstanding equity securities of any company registered under the Securities Act of 1933 or the Securities Exchange Act of 1934

11 REPRESENTATIONS

11 1 Representations of RBP RBP represents and warrants that *(a)* RBP is duly organized and validly existing under the law of the state of its formation, *(b)* RBP is duly qualified and authorized to do business in each jurisdiction in which its business activities or the nature of the properties it owns requires such qualification, and *(c)* the execution of this Agreement and the performance of the transactions contemplated by this Agreement are within RBP's corporate power and have been duly authorized

11 2 Representations of Developer

11 2 1 You represent and warrant that the information set forth in Attachment C, incorporated by reference hereto, is accurate and complete in all material respects You shall notify RBP in writing within ten (10) days of any change in the information set forth in Attachment C You further represent to RBP that *(a)* you are duly organized and validly existing under the law of the state of your formation, *(b)* you are duly qualified and authorized to do business in each jurisdiction in which your business activities or the nature of the properties you own require such qualification, and *(c)* your corporate charter or written partnership or limited liability company agreement, as applicable, will at all times provide that your activities are confined exclusively to the development and operation of the Franchised Business You warrant and represent that neither you nor any of your Affiliates or Owners own, operate or have any financial or beneficial interest in any business that is the same as or similar to a RED BRICK PIZZA Cafe, and *(d)* the execution of this Agreement and the performance of the transactions contemplated by this Agreement are within your corporate power, or if you are a partnership or a limited liability company, are permitted under your written partnership or limited liability company agreement and have been duly authorized

11 2 2 You acknowledge and agree that you have conducted an independent investigation of the business contemplated under this Agreement, that you fully understand your obligations under this Agreement, and that you recognize and assume all associated risks In addition, you acknowledge that RBP makes no representation (i) that your Development Area contains a sufficient number of acceptable locations to meet the number of Cafes to be developed under the Development Schedule, or (ii) that your Development Area is sufficient to economically support the number of Cafes to be developed under the Development Schedule You acknowledge that you have performed all related and necessary due diligence before your execution of this Agreement and that, accordingly, you assume

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the risk of identifying a sufficient number of acceptable locations within the Development Area, and the economic risk of developing the agreed-upon number of Cafes within the Development Area

11 2 3 Except for representations contained in RBP's Franchise Disclosure Document provided to you in conjunction with this franchise offering, you represent that neither RBP nor its Affiliates and/or their agents or representations have made any representations, and you have not relied on representations made by RBP, its Affiliates or their agents or representatives, concerning actual or potential gross revenues, expenses or profit of a RED BRICK PIZZA Cafe

11 2 4 You acknowledge that you have received a complete copy of RBP's Franchise Disclosure Document at least fourteen (14) calendar days before you signed this Agreement or paid any consideration to RBP for your franchise rights

11 2 5 You acknowledge that you have read and that you understand the terms of this Agreement and its attachments, and that you have had ample time and opportunity to consult with an attorney or business advisor of your choice about the potential risks and benefits of entering into this Agreement

11 2 6 You represent that neither your property nor any interest in your property, nor the property of any of your Owners, officers, directors, managers, partners, agents or employees, or their respective interests therein, have been blocked pursuant to Executive Order 13224 of September 23, 2001, pertaining to persons who commit, threaten to commit, or support terrorism ("**Blocked Persons**") You represent and warrant to RBP that you will not accept money from or employ any Blocked Person

12 NOTICES

12 1 Notices All notices or demands shall be in writing and shall be served in person, by Express Mail, by certified mail, by private overnight delivery, or by or by facsimile or other electronic system Service shall be deemed conclusively made ***(a)*** at the time of service, if personally served, ***(b)*** twenty-four (24) hours (exclusive of weekends and national holidays) after deposit in the United States mail, properly addressed and postage prepaid, if served by Express Mail, ***(c)*** upon the earlier of actual receipt or three (3) calendar days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail, ***(d)*** twenty-four (24) hours after delivery by the party giving the notice, statement or demand if by private overnight delivery, or ***(e)*** at the time of transmission by telecopier, if such transmission occurs prior to 5 00 p m on a Business Day and a copy of such notice is mailed within twenty-four (24) hours after the transmission Notices and demands shall be given to the respective parties at the addresses set forth on the Summary Pages, unless and until a different address has been designated by written notice to the other party Either party may change its address for the purpose of receiving notices, demands and other communications as in this Agreement by providing a written notice given in the manner aforesaid to the other party

13 CONSTRUCTION

13 1 Entire Agreement This Agreement and its Attachments represent the entire fully integrated agreement between the parties and supersede all other negotiations, agreements, representations, and covenants, oral or written Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation that RBP made in the Franchise Disclosure Document (including its exhibits and amendments) that RBP delivered to you in connection with this franchise offering Except for those changes permitted to be made unilaterally by RBP hereunder, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to in writing by the parties and executed by their authorized officers or agents

13 2 No Waiver Except for those changes permitted to be made unilaterally by RBP hereunder, no waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless the same is made in writing and duly executed by the party to be charged therewith No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid

13 3 Severability The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, provided, however, that the portions of this Agreement relating to the payment of fees to RBP and the portion relating to the protection and preservation of the Marks and the Confidential Information are critical to this Agreement If any portion of this Agreement relating to those matters is declared invalid or unenforceable for any reason, RBP may terminate this Agreement immediately on written notice to you

13 4 Survival of Terms Any provision or covenant of this Agreement that expressly or by its nature imposes obligations beyond the expiration or termination of this Agreement shall survive such expiration or termination

13 5 Definitions and Captions Unless otherwise defined in this body of this Agreement, capitalized terms shall have the meaning ascribed to them in Attachment A (**"Glossary of Additional Terms"**) All captions in this Agreement are intended for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision of this Agreement

13 6 Persons Bound This Agreement shall be binding on the parties and their respective successors and assigns As applicable, each Owner shall execute the Guaranty and Personal Undertaking attached as Attachment D If any person required to sign a Guaranty and Personal Undertaking is a corporation or other business entity (an entity other than a natural person), then its owners and parents also shall execute the Guaranty and Personal Undertaking, it being the intent of the parties that each entity in the chain of ownership, and each natural person holding a beneficial interest in the franchise, either directly or indirectly through business entities, will also execute the Guaranty and Personal Undertaking Failure or refusal to do so shall constitute a material breach of this Agreement You and each Owner shall be joint and severally liable for each person's obligations hereunder and under the applicable Guaranty and Personal Undertaking

13 7 Rules of Construction Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed or resolved against the drafter of this Agreement, whether under any rule of construction or otherwise Terms used in this Agreement shall be construed and interpreted according to their ordinary meaning If any provision of this Agreement is susceptible to two or more meanings, one of which would render the provision enforceable and the other(s) which would render the provision unenforceable, the provision shall be given the meaning that renders it enforceable

13 8 Timing Time is of the essence with respect to all provisions in this Agreement Notwithstanding the foregoing, if performance of either party is delayed on account of a Force Majeure, the applicable deadline for performance shall be extended for a period commensurate with the Force Majeure, but not to exceed twelve (12) months

14 APPLICABLE LAW, DISPUTE RESOLUTION

14 1 Choice of Law This Agreement and all claims arising out of or related to this Agreement or the parties' relationship created hereby shall be construed under and governed by the laws of the State of Texas (without giving effect to any conflict of laws)

14 2 Mediation

14 2 1 The parties acknowledge that during the Term and any extensions of this Agreement certain disputes may arise that the parties are unable to resolve, but that may be resolvable through mediation To facilitate such resolution, RBP, you, and each Owner agree to submit any claim, controversy or dispute between RBP or its Affiliates (and RBP's and its Affiliate's respective owners, officers, directors, managers, agents, representatives and/or employees) and you or your Affiliates (and your Owners, agents, representatives and/or employees) arising out of or related to ***(a)*** this Agreement or any other agreement between RBP and you, ***(b)*** RBP's relationship with you, or ***(c)*** the validity of this Agreement or any other agreement between RBP and you, to mediation before bringing such claim, controversy or dispute in a court or before any other tribunal

14 2 2 The mediation shall be conducted by a mediator agreed upon by RBP and you and, failing such agreement within not more than fifteen (15) days after either party has notified the other of its desire to seek

mediation, by the American Arbitration Association or any successor organization ("**AAA**") in accordance with its rules governing mediation Mediation shall be held at the offices of the AAA in the city in which RBP maintains its principal business address at the time of the mediation The costs and expenses of mediation, including the compensation and expenses of the mediator (but excluding attorneys' fees incurred by either party), shall be borne by the parties equally

14 2 3 If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the mediator has been chosen, then, unless such time period is extended by written agreement of the parties, either party may bring a legal proceeding pursuant to Section 14 3 The parties agree that statements made during such mediation proceeding will not be admissible for any purpose in any subsequent legal proceeding

14 2 4 Notwithstanding the foregoing provisions of this Section 14 2, the parties' agreement to mediate shall not apply to controversies, disputes or claims related to or based on amounts owed to RBP pursuant to this Agreement, the Marks or RBP's Confidential Information Moreover, regardless of this mediation agreement, RBP and you each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief in any court of competent jurisdiction

14 3 Venue With respect to any controversies, disputes or claims which are not finally resolved through mediation as provided in Section 14 2, the parties agree that any action brought by either party against the other shall be brought and maintained exclusively in the state or federal court serving the judicial district in which RBP maintains its principal business address at the time the action is initiated, and the parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision Notwithstanding the foregoing, nothing in this Agreement shall bar RBP's right to seek injunctive relief from any court of competent jurisdiction, and you agree to pay all costs and reasonable attorneys' fees incurred by RBP in obtaining such relief

14 4 Nonexclusivity of Remedy No right or remedy conferred upon or reserved to RBP or you by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy in this Agreement or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy

14 5 WAIVER OF JURY TRIAL RBP AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING

14 6 WAIVER OF PUNITIVE AND CONSEQUENTIAL DAMAGES WITH THE EXCEPTION OF YOUR INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, THE PARTIES HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF TIME, INCONVENIENCE, LOSS OF USE, OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT

14 7 Contractual Limitations Period No legal action or proceeding may be brought against RBP or its officers, directors, agents, or employees, for any claim or cause of action (whether sounding in contract, tort, or otherwise) unless such action or proceeding is instituted within two (2) years and one day from the date the claim or cause of action accrued This provision is intended to shorten any applicable statute of limitations to the extent permitted by law

14 8 Attorneys' Fees If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the other party its reasonable attorneys' fees and costs of suit

14 9 Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement

[Rest of Page Intentionally Left Blank, Signature Page Immediately Following]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates noted below, but effective for all purposes as of the Effective Date

RED BRICK PIZZA FC LLC		**DEVELOPER**	
			______________________
By	______________________	By	______________________
Name	______________________	Name	______________________
Title	______________________	Title	______________________
Date	______________________	Date	______________________

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RED BRICK PIZZA FC LLC
CAFÉ DEVELOPMENT AGREEMENT

ATTACHMENT A
GLOSSARY OF ADDITIONAL TERMS

"**Affiliate**" means an affiliate of a named person identified as any person or entity that is controlled by, controlling or under common control with such named person

"**Business Day**" means each day other than a Saturday, Sunday, U S holiday or any other day on which the Federal Reserve is not open for business in the United States

"**Business Entity**" means any person with the power to enter into contracts, other than a natural person The term includes a corporation, limited liability company, limited partnership, and trust

"**Competitive Business**" means any business (whether operated by a natural person or Business Entity) that operates full service, fast casual, or quick service restaurants that offer or sell pizza a primary menu item, and any business that offers pizza takeout and/or delivery services "Primary menu item," for purposes of this Agreement, means that sales comprise or are reasonably expected to comprise more than 20% of total food sales (excluding all beverage sales), measured on a weekly basis

"**Confidential Information**" means all trade secrets, and other elements of the System, all customer information, all information contained in the Manuals, RBP's proprietary recipes and standards and specifications for product preparation, packaging and service, financial information, marketing data, vendor and supplier information, all other knowledge, trade secrets, or know-how concerning the methods of operation of the Franchised Business which may be communicated to you, or of which you may be apprised, by virtue of their operation under the terms of the Franchise Agreement, and all other information that RBP designates

"**Copyrighted Works**" means works of authorship which are owned by RBP and fixed in a tangible medium of expression including, without limitation, the content of the Manual, the design elements of the Marks, RBP's product packaging and advertising and promotional materials, and the content and design of RBP's Web site and advertising and promotional materials

"**Development Period**" means each of the time periods indicated on Attachment B during which you shall have the right and obligation to construct, equip, open and thereafter continue to operate RED BRICK PIZZA Cafes

"**Franchise Agreement**" means the form of agreement prescribed by RBP and used to grant to you the right to own and operate a single Cafe in the Development Area, including all attachments, exhibits, riders, guarantees or other related instruments, all as amended from time to time

"**Force Majeure**" means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe), strikes, lockouts or other industrial disturbances, war, terrorist acts, riot, or other civil disturbance, epidemics, or other similar forces which you could not by the exercise of reasonable diligence have avoided, provided however, that neither an act or failure to act by a Governmental Authority, nor the performance, non-performance or exercise of rights under any agreement with you by any lender, landlord, or other person shall be an event of Force Majeure under this Agreement, except to the extent that such act, failure to act, performance, non-performance or exercise of rights results from an act which is otherwise an event of Force Majeure Your financial inability to perform or your insolvency shall not be an event of Force Majeure under this Agreement

"**Owner**" means each individual or entity holding a beneficial ownership in Developer It includes all shareholders of a corporation, all members of a limited liability company, all general and limited partners of a limited partnership, and the grantor and the trustee of the trust If any person required to sign a Guaranty and Personal Undertaking is a corporation or other business entity (an entity other than a natural person), then its owners and parents also shall execute the Guaranty and Personal Undertaking, it being the intent of the parties that each entity in the chain of ownership, and each natural person holding a beneficial interest in the franchise, either directly or indirectly through business entities, will be considered an "Owner" under this Agreement

"**You**" means the individual(s) or entity(ies) identified as the developer in the Summary Pages If more than one individual or entity is identified as the "developer," the developer will be considered a general partnership comprised of the individual(s) and/or entity(ies) and the term "you" will refer to the general partnership

RED BRICK PIZZA FC LLC
CAFÉ DEVELOPMENT AGREEMENT

ATTACHMENT B
DEVELOPMENT AREA AND SCHEDULE

The "Development Area" is defined as the territory within the boundaries described below The description may consist of both a map and a written description, and in the event of any conflict between the two, the written description shall prevail

____

____

but excludes all Closed Markets located within such area A "**Closed Market**" is any facility serving a captive market, including department stores, supermarkets, shopping malls, amusement parks, airports, train stations, travel plazas, casinos, nightclubs, public facilities, college and school campuses, arenas, stadiums, ballparks, hospitals, office buildings, convention centers, airlines (in-flight service), military bases, and any other mass gathering events or locations, and facilities of any kind for which food and/or beverage service rights are contracted to a third party or parties (including, but not limited to, designated road ways and facilities adjacent thereto), whether inside or outside of the Development Area As used herein, the term "shopping malls" includes any retail center (enclosed or open), including "outlet malls," with an aggregate gross leasable area in excess of 350,000 square feet

If the Development Area is defined by streets, highways, freeways or other roadways, or rivers, streams, or tributaries, then the boundary of the Development Area extends to the center line of each such street, highway, freeway or other roadway, or river, stream, or tributary

The "Development Schedule" is as follows

	Development Period Ending	Franchise Agreement Execution Date	Café Opening Date (on or before)	Number of Cafes to be Opened During Development Period	Cumulative Number of Cafes to be in Operation at End of Development Period
1					
2					
3					
4					

To Qualify for Renewal

On or before ________________, Developer must have signed at least ____________ Franchise Agreements and must have opened for business at least ____________ Cafes

[Rest of Page Intentionally Left Blank, Signature Page Immediately Following]

v 1

IN WITNESS WHEREOF, the parties hereof have executed this Attachment B as of the dates shown below but effective for all purposes as of the Effective Date

RED BRICK PIZZA FC LLC		DEVELOPER	
			______________________
By	______________________	By	______________________
Name	______________________	Name	______________________
Title	______________________	Title	______________________
Date	______________________	Date	______________________

RED BRICK PIZZA FC LLC
CAFÉ DEVELOPMENT AGREEMENT

ATTACHMENT C
ENTITY INFORMATION

If the developer is an entity, you represent and warrant that the following information is accurate and complete in all material respects as of

(1) Developer is a ______________________, formed under the laws of the state of ___________

(2) You shall provide to RBP concurrently with the execution hereof true and accurate copies of the Developer's charter documents and governing documents including Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, resolutions authorizing the execution hereof, and any amendments to the foregoing

(3) You promptly shall provide such additional information as RBP may from time to time request concerning all persons who may have any direct or indirect financial interest in the franchisee entity

(4) The name and address of each of Owner

NAME	ADDRESS	NUMBER OF SHARES OR PERCENTAGE INTEREST

(5) The address where the Developer's Financial Records, and other records (e g Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, etc) are maintained is

____

RED BRICK PIZZA FC LLC	DEVELOPER
	______________________
By ______________________	By ______________________
Name ______________________	Name ______________________
Title ______________________	Title ______________________

RED BRICK PIZZA FC LLC
CAFÉ DEVELOPMENT AGREEMENT

ATTACHMENT D
GUARANTY AND PERSONAL UNDERTAKING

1 I have read the Cafe Development Agreement between Red Brick Pizza FC LLC, and ____________________ (the "**Developer**")

2 I own a beneficial interest in the Developer, and would be considered an "**Owner**" within the definition contained in Cafe Development Agreement

3 I understand that, were it not for this Guaranty and Personal Undertaking (this "**Guaranty**"), RBP would not have agreed to enter into the Cafe Development Agreement with the Developer

4 I will comply with all of the provisions contained in Article 6 of the Cafe Development Agreement concerning the use of the Confidential Information I will maintain the confidentiality of all Confidential Information disclosed to me I agree to use the Confidential Information only for the purposes authorized under the Cafe Development Agreement I further agree not to disclose any of the Confidential Information, except ***(a)*** to the Developer's employees on a need to know basis, ***(b)*** to the Developer's and my legal and tax professionals to the extent necessary for me to meet my legal obligations, and ***(c)*** as otherwise may be required by law

5 I will comply with all of the provisions contained in Article 8 of the Cafe Development Agreement concerning the assignment of my Cafe Development Agreement

6 While I am an "Owner" of the Developer and, for a two-year period after I cease to be an Owner (or two (2) years after termination or expiration of the Cafe Development Agreement, whichever occurs first), I will not

(a) Divert or attempt to divert any present or prospective customer of any RED BRICK PIZZA Cafe to any competitor or do anything to harm the goodwill associated with the Marks and the System,

(b) Employ or seek to employ any person who is or has been within the previous thirty (30) days employed by RBP or an Affiliate of RBP as a salaried managerial employee, or induce such person to leave his or her employment, or

(c) Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, any Competitive Business This restriction shall apply, while I am an Owner, to any location within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which RBP or its Affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks It will apply for two (2) years after I cease to be an Owner (or two (2) years after termination or expiration of the Cafe Development Agreement, whichever occurs first) to any location that is, or is intended to be, located in the Development Area identified in the Cafe Development Agreement or within a 25-mile radius of any RED BRICK PIZZA Cafe operating under the System and Marks in existence or under development at the time I cease being an Owner (or termination or expiration of the Cafe Development Agreement, whichever occurs first) This restriction will be tolled during any period of my noncompliance "Competitive Business," for purposes of this restriction, means any business (whether operated by a natural person or Business Entity) that operates full service, fast casual, or quick service restaurants that offer or sell pizza a primary menu item or that offers pizza takeout or delivery services "Primary menu item," for purposes of this Agreement, means that sales comprise or are reasonably expected to comprise more than 20% of total food sales (excluding all beverage sales), measured on a weekly basis

7 I agree that the provisions contained in Article 14 of the Cafe Development Agreement will apply to any dispute arising out of or relating to this Guaranty If RBP brings any legal action to enforce its rights under this Guaranty, I will reimburse RBP its reasonable attorneys' fees and costs

8 I hereby guarantee the prompt and full payment of all amounts owed by the Developer under the Cafe Development Agreement

9 I will pay all amounts due under this Guaranty within fourteen (14) days after receiving notice from RBP that the Developer has failed to make the required payment I understand and agree that RBP need not exhaust its remedies against the Developer before seeking recovery from me under this Guaranty

10 No modification, change, impairment, or suspension of any of RBP's rights or remedies shall in any way affect any of my obligations under this Guaranty If the Developer has pledged other security or if one or more other persons have personally guaranteed performance of the Developer's obligations, I agree that RBP's release of such security will not affect my liability under this Guaranty

11 I hereby waive (a) all rights described in California Civil Code Section 2856(a)(1)-(2), inclusive, which includes, without limitation, any rights and defenses which are or may become available to the undersigned by reason of California Civil Code Sections 2787 to 2855, inclusive, and (b) California Civil Code Sections 2899 and 3433

12 <u>I WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INVOLVING RBP, WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THE CAFÉ DEVELOPMENT AGREEMENT AND/OR THE PERFORMANCE OF ANY PARTY UNDER THE CAFÉ DEVELOPMENT AGREEMENT</u>

13 I understand that RBP's rights under this Guaranty shall be in addition to, and not in lieu of, any other rights or remedies available to RBP under applicable law

14 I agree that any notices required to be delivered to me will be deemed delivered at the time delivered by hand, one (1) Business Day after electronically confirmed transmission by facsimile or other electronic system, one (1) Business Day after delivery by Express Mail or other recognized, reputable overnight courier, or three (3) Business Days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the address identified on the signature line below I may change this address only by delivering to RBP written notice of the change

Executed on the date set forth below

GUARANTOR

Dated ____________________

____

Name ________________________

Address ______________________

____

Fax _________________________

RED BRICK PIZZA FC LLC
CAFÉ DEVELOPMENT AGREEMENT

ATTACHMENT E
FORM OF FRANCHISE AGREEMENT

(REFER TO EXHIBIT A TO THIS DISCLOSURE DOCUMENT)

RED BRICK PIZZA FC LLC
CAFÉ DEVELOPMENT AGREEMENT

ATTACHMENT F

SITE FINDER GUARANTY AMENDMENT

This Site Finder Guaranty Amendment to Red Brick Pizza FC LLC Cafe Development Agreement (this "**Site Finder Amendment**") is entered into on this ____ day of ____________, 20___ (the "**Effective Date of this Amendment**") by and between Red Brick Pizza FC LLC, a Texas limited liability company ("**RBP**" or "**Franchisor**") and ________________________________ ("**Developer**" or "**You**")

RECITALS

A This Cafe Development Agreement is being signed in connection with the development of a new RED BRICK PIZZA Cafes and/or RED BRICK PIZZA Special Venue Cafes that qualify for the Site Finder Guaranty Program

B Accordingly, the parties desire to modify this Cafe Development Agreement to reflect the incentives offered under RBP's Site Finder Guaranty Program

NOW THEREFORE, in consideration of the mutual promises contained in this Site Finder Guaranty Amendment and the Cafe Development Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows

1 Definitions Capitalized terms shall have the meanings ascribed to them in the Cafe Development Agreement unless otherwise defined herein

2 Development Fee The following provision replaces the last sentence of Section 3 1 in its entirety

The Development Fee (including, without limitation, the Development Credit) is fully earned by RBP when paid and is not refundable, in whole or in part, under any circumstances, except as described in this paragraph

If, within twelve (12) months after the Effective Date of this Agreement you have not acquired a site (by lease or purchase) through the assistance of Franchisor's designated tenant representative consulting firm, or if you have not entered into a nonbinding letter of intent to acquire a site (for either lease or purchase) for the first Cafe to be developed hereunder, RBP will refund your development fee payment without interest, provided the following conditions have been met

(a) You have applied for a refund according to RBP's procedures no earlier than twelve (12) months and no later than thirteen (13) months after the Effective Date of the Cafe Development Agreement, and

(b) You have signed and delivered to RBP a termination agreement in the form prescribed by RBP, terminating both the Cafe Development Agreement and all Franchise Agreements signed under the Cafe Development Agreement, which termination agreement shall include a general release of claims

If all of these conditions have been satisfied, your refund will be processed within thirty (30) days following delivery of the signed termination agreement This Site Finder Guaranty will expire, and will become null and void, upon your acquisition of a site (by lease or purchase) for the first Cafe you will develop under the Cafe Development Agreement

3 Affirmation All other terms of the Cafe Development Agreement are ratified and affirmed

[Signature Page to Follow]

v 1

IN WITNESS WHEREOF, the parties have executed this Site Finder Guaranty Amendment

RED BRICK PIZZA FC LLC

By ______________________

Name Richard Jensrud

Title Chief Financial Officer

Date ______________________

DEVELOPER

____

By ______________________

Name ______________________

Title ______________________

Date ______________________

RED BRICK PIZZA FC LLC
CAFÉ DEVELOPMENT AGREEMENT

ATTACHMENT G

ROYALTY FEE DEFERRAL AMENDMENT

This Royalty Fee Deferral Amendment to Red Brick Pizza FC LLC Cafe Development Agreement (this "**Royalty Fee Deferral Amendment**") is entered into on this ____ day of _____________, 20____ (the "**Effective Date of this Amendment**") by and between Red Brick Pizza FC LLC, a Texas limited liability company ("**RBP**" or "**Franchisor**") and ________________________________ ("**Developer**" or "**You**")

RECITALS

A This Cafe Development Agreement is being signed in connection with the development of new RED BRICK PIZZA Cafes and/or RED BRICK PIZZA Special Venue Cafes that qualify for the Royalty Fee Deferral Promotion

B Accordingly, the parties desire to modify this Cafe Development Agreement to reflect the incentives offered under RBP's Royalty Fee Deferral Promotion

NOW THEREFORE, in consideration of the mutual promises contained in this Amendment and the Cafe Development Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows

1 Definitions Capitalized terms shall have the meanings ascribed to them in the Cafe Development Agreement unless otherwise defined herein

2 Royalty Fee The following provision replaces Section 3 3 in its entirety

Each Franchise Agreement signed under this Cafe Development Agreement shall provide that the Royalty Fee shall be equal to 5% of Gross Revenue

Notwithstanding the foregoing, each Franchise Agreement signed under this Cafe Development Agreement shall be amended to provide that, so long as you remain in full compliance with your obligations under this Cafe Development Agreement (including your development obligations) and each Franchise Agreement signed under the Cafe Development Agreement (referred to collectively as your "**Contractual Obligations**"), Royalty Fee payments for each RED BRICK PIZZA Cafe developed hereunder will be deferred until such Cafe has been operating for a full six (6) months These six (6) months are referred to as the "**Deferral Period** "

If, upon expiration of the Deferral Period, you are in compliance with your Contractual Obligations and if, during the Deferral Period, you have substantially complied with all of your Contractual Obligations, the accrued Royalty Fees will be waived If, during the Deferral Period, you fail to substantially comply with your Contractual Obligations, RBP may declare this provision null and void, in which event the Deferral Period will end and all accrued Royalty Fees will be immediately due and payable Further, if at the expiration of the Deferral Period, you are not in compliance with your Contractual Obligations, RBP may declare this provision null and void, in which event all accrued Royalty Fees will be immediately due and payable

3 Affirmation All other terms of the Cafe Development Agreement are ratified and affirmed

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Royalty Fee Deferral Amendment

RED BRICK PIZZA FC LLC	DEVELOPER
	______________________
By ______________________	By ______________________
Name Richard Jensrud	Name ______________________
Title Chief Financial Officer	Title ______________________
Date ______________________	Date ______________________

RED BRICK PIZZA FC LLC
CAFÉ DEVELOPMENT AGREEMENT

CALIFORNIA AMENDMENT TO CAFÉ DEVELOPMENT AGREEMENT

THIS AMENDMENT TO CAFE DEVELOPMENT AGREEMENT (this "**Amendment**") dated ________________, is intended to be a part of, and by this reference is incorporated into that certain Cafe Development Agreement (the "**Café Development Agreement**") dated ________________, by and between Red Brick Pizza FC LLC, a Texas limited liability company ("**RBP**"), with its principal office in Dallas, Texas, as franchisor, and __________________________ ("**you**"), as the developer Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Cafe Development Agreement, the provisions contained in this Amendment shall control Defined terms contained in the Cafe Development Agreement shall have the identical meanings in this Amendment

1 Notwithstanding the payment provisions in Section 3 1 of the Cafe Development Agreement, payment of the Development Fee is deferred until the first Business Day following the date that RBP has completed all of its initial obligations to you under the first Franchise Agreement signed under the Cafe Development Agreement You shall pay the Development Fee in full on the first Business Day following the date that RBP satisfied all of its initial (meaning pre-opening) obligations to you under the first Franchise Agreement signed under the Cafe Development Agreement

2 Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above

RED BRICK PIZZA FC LLC	**DEVELOPER**
	______________________________
By ______________________________	By ______________________________
Name ____________________________	Name ____________________________
Title _____________________________	Title _____________________________

RED BRICK PIZZA FC LLC

ILLINOIS AMENDMENT TO CAFÉ DEVELOPMENT AGREEMENT

THIS AMENDMENT TO CAFE DEVELOPMENT AGREEMENT (this "**Amendment**") dated ________________, is intended to be a part of, and by this reference is incorporated into that certain Cafe Development Agreement (the "**Café Development Agreement**") dated ________________, by and between Red Brick Pizza FC LLC, a Texas limited liability company ("**RBP**"), with its principal office in Dallas, Texas, as franchisor, and ________________________, ("**you**") as the developer Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Cafe Development Agreement, the provisions contained in this Amendment shall control Defined terms contained in the Cafe Development Agreement shall have the identical meanings in this Amendment

1 The Illinois Attorney General's Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, 815 ILCS 705/1-44, (collectively, the "**Act**") To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended

a Illinois Franchise Disclosure Act paragraphs 705/19 and 705/20 provide rights to you concerning nonrenewal and termination of this Agreement If this Agreement contains a provision that is inconsistent with the Act, the Act will control

b Any release of claims or acknowledgments of fact contained in the Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act shall be void and are hereby deleted with respect to claims under the Act

c If this Agreement requires litigation to be conducted in a forum other than the State of Illinois, the requirement is void with respect to claims under the Illinois Franchise Disclosure Act

d If this Agreement requires that it be governed by a state's law, other than the State of Illinois, to the extent that such law conflicts with the Illinois Franchise Disclosure Act, Illinois law governing claims arising under the Act will control

e If this Agreement requires a jury trial waiver, to the extent that such provision conflicts with the Illinois Franchise Disclosure Act, the Act will control

2 As a condition to becoming registered to offer and sell franchises in the state of Illinois, RBP has agreed to postpone your obligation to pay the Development Fee, until RPB has met its initial pre-opening obligations and you have commenced operation of the first Cafe (the "**Fee Deferral Requirement**") Therefore, notwithstanding the payment provision in Section 3 1 of the Cafe Development Agreement, payment of the Development Fee is due (a) when RBP has met its initial pre-opening obligations to you and you have commenced operation of the first Cafe, or (b) when the Fee Deferral Requirement has been lifted, whichever occurs sooner

3 Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above

RED BRICK PIZZA FC LLC	**DEVELOPER**
	______________________________
By ______________________________	By ______________________________
Name ______________________________	Name ______________________________
Title ______________________________	Title ______________________________

RED BRICK PIZZA FC LLC

MARYLAND AMENDMENT TO CAFÉ DEVELOPMENT AGREEMENT

THIS AMENDMENT TO CAFE DEVELOPMENT AGREEMENT (this "**Amendment**") dated ________________, is intended to be a part of, and by this reference is incorporated into that certain Cafe Development Agreement (the "**Café Development Agreement**") dated _________________, by and between Red Brick Pizza FC LLC, a Texas limited liability company ("**RBP**"), with its principal office in Dallas, Texas, as Franchisor, and _________________________ ("**you**"), as Developer Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Cafe Development Agreement, the provisions contained in this Amendment shall control Defined terms contained in the Cafe Development Agreement shall have the identical meanings in this Amendment

1 Any provision requiring you to sign a general release of any and all claims against RBP shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law, (the "**Act**")

2 Any provision requiring you to bring an action against RBP in any state other than Maryland shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law You may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law

3 Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise Any provisions which require a prospective franchisee to disclaim the occurrence and/or non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law in order to purchase a franchise are not intended to, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law

4 Notwithstanding anything to the contrary set forth in the Cafe Development Agreement, any general release you are required to assent to is not intended to nor shall it act as a release, estoppel or waiver of any liability RBP may have incurred under the Maryland Franchise Registration and Disclosure Law

5 As a condition to becoming registered to offer and sell franchises in the State of Maryland, RBP has agreed to defer your obligation to pay the Development Fee until it has met its pre-opening obligations under the franchise agreement for the first developed Cafe (the "**Fee Deferral Requirement**") Therefore, notwithstanding the payment provisions in Section 3 1 , the Development Fee is due (a) at such time as when RBP has met all of its pre-opening obligations to you under the franchise agreement for the first developed Cafe and the Cafe is open for business, or (b) when the Fee Deferral Requirement has been lifted, whichever occurs sooner

6 <u>Section 14 3</u> of the Cafe Development Agreement is amended by the addition of the following language to the original language that appears therein

> "This section shall not in any way abrogate or reduce any of your rights as provided for in Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law, including the right to submit matters to the jurisdiction of the Courts of Maryland "

7 Notwithstanding anything to the contrary set forth in the Cafe Development Agreement, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise

8 In the event of any conflict between the terms of this Amendment and the terms of the Cafe Development Agreement, the terms of this Amendment shall prevail

9 Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment

V I

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above

RED BRICK PIZZA FC LLC		**DEVELOPER**	
By	______________________	By	______________________
Name	______________________	Name	______________________
Title	______________________	Title	______________________

V1

RED BRICK PIZZA FC LLC
VIRGINIA AMENDMENT TO CAFÉ DEVELOPMENT AGREEMENT

THIS AMENDMENT TO CAFE DEVELOPMENT AGREEMENT (this "**Amendment**") dated ________________, is intended to be a part of, and by this reference is incorporated into that certain Cafe Development Agreement (the "**Café Development Agreement**") dated ________________, by and between Red Brick Pizza FC LLC, a Texas limited liability company ("**RBP**"), with its principal office in Dallas, Texas, as the franchisor, and ________________________ ("**you**"), as the developer Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Cafe Development Agreement, the provisions contained in this Amendment shall control Defined terms contained in the Cafe Development Agreement shall have the identical meanings in this Amendment

1 Under Section 13 1-564 of the Virginia Retail Franchising Act, (the "**Act**"), it is unlawful for a franchisor to cancel a franchise without reasonable cause If any ground for default or termination stated in the Franchise Agreement does not constitute "reasonable cause", as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable

2 Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above

RED BRICK PIZZA FC LLC		**DEVELOPER**	
			______________________
By	______________________	By	______________________
Name	______________________	Name	______________________
Title	______________________	Title	______________________

RED BRICK PIZZA FC LLC

WASHINGTON AMENDMENT TO CAFÉ DEVELOPMENT AGREEMENT

THIS AMENDMENT TO CAFE DEVELOPMENT AGREEMENT (this "**Amendment**") dated ________________, is intended to be a part of, and by this reference is incorporated into that certain Cafe Development Agreement (the "**Café Development Agreement**") dated ________________, by and between Red Brick Pizza FC LLC, a Texas limited liability company ("**RBP**"), with its principal office in Dallas, Texas, as the franchisor, and ________________________ ("**you**"), as the developer Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Cafe Development Agreement, the provisions contained in this Amendment shall control Defined terms contained in the Cafe Development Agreement shall have the identical meanings in this Amendment

1 The State of Washington has a statute, RCW 19 100 180 (the "**Act**") that may supersede the Cafe Development Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise There may also be court decisions that may supersede the Cafe Development Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise

2 If there is a conflict of laws, the provisions of the Act shall prevail

3 A release or waiver of rights executed by you shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable

4 As a condition to becoming registered to offer and sell franchises in the state of Washington, RBP has agreed to defer your obligation to pay the Development Fee until RBP has met its material pre-opening obligations to you and you have commenced operation of the Cafe contemplated under the first Franchise Agreement signed under the Cafe Development Agreement Therefore, Section 3 1 of the Cafe Development Agreement is amended to state that payment of the Development Fee is due when RBP has met all of its material pre-opening obligations to you and the first Cafe contemplated under the Cafe Development Agreement has opened for business

5 In general, transfer fees are collectible to the extent that they reflect a franchisor's reasonable estimated or actual costs in effecting a transfer If the proposed transfer includes either a private or public offer of securities, as described in Section 8 8, the transfer fee will be based upon RBP's reasonable estimated or actual costs of reviewing the proposed offering

6 You have the right to terminate the Cafe Development Agreement on any grounds permitted by law

7 Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above

RED BRICK PIZZA FC LLC	**DEVELOPER**
	________________________
By ________________________	By ________________________
Name ________________________	Name ________________________
Title ________________________	Title ________________________

V1

EXHIBIT C

GENERAL RELEASE

(SAMPLE FORM ONLY)

GENERAL RELEASE (this "Release Agreement")

The undersigned ("**Releasor**") and my heirs, administrators, executors, ancestors, and assigns, (collectively "**Releasor Agent(s)**"), for good and valuable consideration, the receipt of which is hereby acknowledged, hereby remise, release, and forever discharge Red Brick Pizza FC LLC, a Texas limited liability company ("**RBP**"), with its principal business offices located at 2811 McKinney Avenue, Suite 354, Dallas, Texas 75204 and its parent company, Affiliates, and their respective owners, officers, directors, regional directors, managers, shareholders, members, employees, agents, successors and assigns, (collectively, the "**RBP Released Parties**") from any and all claims, whether at law or in equity, and all contracts, controversies, claims, and demands whatsoever, at law or in equity, that Releasor and/or any Releasor Agent ever had, now have, or that any of their respective heirs, administrators, ancestors, executors, and/or assigns may have against the RBP Released Parties including, without limitation, (i) any and all claims arising out of or related to that certain Franchise Agreement between RBP and __________ dated ____________________, ______, (ii) the offer and sale of the RED BRICK PIZZA franchise opportunity, (iii) any and all claims arising under federal, state, and local laws, rules, and ordinances

[If Releasor is domiciled or has his or her principal place of business in the State of California]

<u>WAIVER OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE</u>

__________________ ("**Releasor**") for myself and on behalf of all persons acting by or through me, acknowledge that I am familiar with <u>Section 1542 of the California Civil Code</u>, which reads as follows

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR

With respect to those claims being released, I acknowledge, for myself and on behalf of all persons acting by or through me, which I am releasing unknown claims and waive all rights I have or may have under <u>Section 1542 of the California Civil Code</u> or any other statute or common law principle of similar effect For purposes of this paragraph, I shall be considered to be creditors of RBP Released Parties, and each of them

I acknowledge that this general release extends to claims which I do not know or suspect to exist in my favor at the time of executing this Release Agreement, which if were known to me may have materially affected my decision to enter into this Release Agreement I understand that the facts in respect of which this Release Agreement is given may hereafter turn out to be other than or different from the facts in that connection known or believed to be true I expressly assume the risk of the facts turning out to be so different and agree that this Release Agreement shall be in all respects effective and not subject to termination or rescission by any such difference in facts

IN WITNESS WHEREOF, the parties hereto have executed this Release Agreement as of the date set forth below

Signature ______________________________

Name ______________________________

Date ______________________________

[This Release Agreement will be modified as necessary for consistency with any state law regulating franchising]

EXHIBIT D

TABLE OF CONTENTS

OF CONFIDENTIAL OPERATIONS MANUAL

KITCHEN CAFE

TRAINING AND OPERATIONS TABLE OF CONTENTS

EXHIBIT F

LIST OF CURRENT AND FORMER FRANCHISEES

LIST OF FRANCHISED STORES OPEN AS OF DECEMBER 25, 2016

Store #	Franchisee	Franchise Contact	Street Address	City	ST	Zip	Phone
2017	Triple J M LLC	Jim and Margaret Sickler	847 Boll Weevil, #117	Enterprise	AL	36330	334-475-2156
2006	Arun Patel, Amish Patel and Kipti Patel	Arun Patel, Amish Patel and Kipti Patel	16155 Sierra Lakes Parkway, #140	Fontana	CA	92335	909-355-3637 909-355-3667 909-973-2604
2002	RAKAR Foods, Inc	Rakesh Bhakta	550 Deep Valley Drive, #141A	Rolling Hills Estate	CA	90274	310-544-4040 310-544-3418 562-824-9149
2001	Do It Pizza, LLC	Po Wang	4900 Telephone Rd , Suite 100	Ventura	CA	93003	805-452-4800
2016	ATAKOM, LLC	Diyan Dimitrov Dimov	4144 Legendary Drive, Suite B107	Destin	FL	32541	847-274-8656
2015	Triple J M LLC	Jim and Margaret Sickler	801 Pier Park Drive, Suite 11	Panama City Beach	FL	32413	850-236-1413 850-236-1807 334-464-0337 850-867-8342
2009	Bhaisa Inc	Paresh Bhakta and Suresh Bhakta	2808 #2 N Telshor Blvd	Las Cruces	NM	88011	575-521-7300 575-405-4094
2008	Shehzad and Tracy Gill	Shehzad and Tracy Gill	5615 Colleyville Blvd , Suite 310	Colleyville	TX	76034	817-503-7979 817-503-7979 817-917-1275
2010	K C A T LLC	Matthew Brandt	5150 E Main St , #113	Farmington	NM	87402	505-320-6095 505-327-4757
2022	Emad Barsoum	Emad Barsoum	5000 Shelbyville Road, #1640	Louisville	KY	40207	404-840-2616

LIST OF FRANCHISEES WITH SIGNED FRANCHISE AGREEMENT BUT CAFÉ NOT OPEN AS OF DECEMBER 25, 2016

Franchisee	City	ST	Phone
NBBS Group LLC	New Brunswick	NJ	732-853-7091
Aaron and Amy Buck	Lindale	TX	817-822-1520

V1

LIST OF FRANCHISEES WHO LEFT THE SYSTEM
AS OF DECEMBER 27, 2015

Franchisee	City	ST	Phone
Keith Chrisco, William Chrisco	Brea	CA	760 898 6520
Aquila Enterprise 3, LLC*	Louisville	KY	859-333-0148

*Cafe #2022 was sold by Franchisor to Aquila Enterprise 3, LLC in March 2016 and was then subsequently sold by Aquila Enterprise 3, LLC to Emad Barsoum later in 2016

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system

EXHIBIT G

LIST OF STATE ADMINISTRATORS

AND AGENTS FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS AND STATE AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, California 90013 (213) 576-7505 (866) 275-2677	Commissioner of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, California 90013-2344
HAWAII	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	
ILLINOIS	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Illinois Attorney General 500 South Second Street Springfield, Illinois 62706
INDIANA	Securities Commissioner Indiana Securities Division 302 West Washington St , Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	Indiana Secretary of State 302 West Washington Street, Room E-111 Indianapolis, Indiana 46204
MARYLAND	Office of the Attorney General Securities Division 200 St Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360	Maryland Securities Commissioner Office of the Attorney General Securities Division 200 St Paul Place Baltimore, Maryland 21202-2021
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Franchise Unit 525 West Ottawa Street G Mennen Williams Building, 1st Floor Lansing, Michigan 48909 (517) 373-1837	Michigan Department of Labor & Economic Growth Commercial Services & Corporations Bureau 611 West Ottawa Street Lansing, Michigan 48909
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 500 St Paul, Minnesota 55101-2198 (651) 296-4026	
NEW YORK	New York State Department of Law Bureau of Investor Protection and Securities 120 Broadway New York, New York 10271-0332 (212) 416-8000	Secretary of State of the State of New York One Commerce Plaza 99 Washington Avenue Albany, New York 12231
NORTH DAKOTA	North Dakota Securities Department 600 East Blvd Ave , Fifth Floor Bismarck, North Dakota 58505 (701) 328-4712	
RHODE ISLAND	Securities Division Department of Business Regulation 1511 Pontiac Avenue, Building 69-1 Cranston, Rhode Island 02920	

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
	(401) 462-9585	
SOUTH DAKOTA	Department of Labor and Regulation Division of Securities 124 S Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-4823	
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street 9th Floor Richmond, Virginia 23219 (804) 371-9672	Clerk, State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 1st Floor Richmond, Virginia 23219
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Road, S W Tumwater, Washington 98501 (360) 902-8760	Director, Department of Financial Institutions Securities Division 150 Israel Road, S W Tumwater, Washington 98501
WISCONSIN	Securities and Franchise Registration Wisconsin Securities Commission 345 West Washington Street, 4th Floor Madison, Wisconsin 53703 (608) 266-3364	

EXHIBIT H

RECEIPTS

Receipt

This Disclosure Document summarizes certain provisions of the Franchise Agreement, Cafe Development Agreement, and other information in plain language Read this disclosure document and all agreements carefully

If Red Brick Pizza FC LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law Applicable state laws in Michigan requires us to provide you the disclosure document at least 10 Business Days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale and New York and Rhode Island require us to provide you the disclosure document at the earlier of the first personal meeting or 10 Business Days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale

If Red Brick Pizza FC LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D C 20580 and any applicable state agency (as listed in Exhibit G to this disclosure document)

Red Brick Pizza FC LLC authorizes the respective state agencies identified on Exhibit G to receive service of process for it in a particular state

The franchisor is Red Brick Pizza FC LLC, a Texas limited liability company, 2811 McKinney Avenue, Suite 354, Dallas, TX 75204 Its telephone number is 214-302-5912

Issuance Date March 14, 2017

The franchise seller for this offering is (please check one)

Please Check One	Name	Principal Business Address	Telephone Number
	Rudy Frederico	2811 McKinney Ave , Suite 354, Dallas, Texas 75204	214-302-5949
	Steve Archer		
	Clyde Stutzman		
	Ben Swift		

I received a Disclosure Document with an issuance date of March 14, 2017, (or the date reflected on the State Effective Dates page) The Disclosure Document included the following Exhibits

State Specific Addenda

Exhibit A – Franchise Agreement and State-Specific Addenda
Exhibit B – Cafe Development Agreement and State-Specific Addenda
Exhibit C – General Release (Sample Form Only)
Exhibit D – Table of Contents of Confidential Operations Manual
Exhibit E – Financial Statements
Exhibit F – List of Current and Former Franchisees
Exhibit G – List of State Administrators and Agents for Service of Process
Exhibit H - Receipts

DATED ______________________________

____
PRINTED NAME

____
SIGNED, INDIVIDUALLY AND AS AN OFFICER OF

_______(A CORPORATION)
_______(A PARTNERSHIP)
_______(A LIMITED LIABILITY COMPANY)

[KEEP THIS PAGE FOR YOUR RECORDS]

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DATED ______________________________

____
PRINTED NAME

____
SIGNED, INDIVIDUALLY AND AS AN OFFICER OF

_______(A CORPORATION)
_______(A PARTNERSHIP)
_______(A LIMITED LIABILITY COMPANY)

[RETURN THIS COMPLETED FORM TO RED BRICK PIZZA FC LLC]