FRANCHISE DISCLOSURE DOCUMENT

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 $548,200 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 governmental agency has verified the information contained in this document**

You may wish to receive your disclosure document in another format that is more convenient for you To discuss the availability of disclosures in different formats, contact Jim Notarnicola at 2811 McKinney Avenue, Suite 354, Dallas, Texas 75204 or 214-302-5941

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 an accountant

Buying a franchise is a complex investment The information in this disclosure document can help you make up your mind More information on franchising, such as "A Consumer's Guide to Buying a Franchise", which can help you understand how to use this disclosure document, is available from the Federal Trade Commission You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D C 20580 You can also visit the FTC's home page at www ftc gov for additional information Call your state agency 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 5, 2018, as amended May 22, 2018

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 $548,200 THIS AMOUNT EXCEEDS THE FRANCHISOR'S MEMBERS' EQUITY AS OF DECEMBER 31, 2017, WHICH IS A DEFECIT OF $636,019~~

~~5 PLEASE NOTE THAT 41 7% 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~~4 THE FRANCHISOR'S FINANCIAL CONDITION, AS REFLECTED IN ITS FINANCIAL STATEMENTS (SEE ITEM 21), CALLS INTO QUESTION THE FRANCHISOR'S FINANCIAL ABILITY TO PROVIDE SERVICES AND SUPPORT TO YOU

5 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

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	March 22, 2018, as amended
Illinois	March 7, 2018, as amended
Indiana	March 7, 2018, as amended May 22, 2018
Maryland	March 16, 2018 as amended
Michigan	March 5, 2018, as amended May 22, 2018
New York	March 19, 2018, as amended
Virginia	March 30, 2018, as amended
Washington	April 27, 2018, as amended

In all other states, the effective date of this Franchise Disclosure Document is March 5, 2018-, as amended May 22, 2018

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

The Franchisor, and Any Parents, Predecessors and Affiliates

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 Exhibit G

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 former licensing agreement with our affiliate, Smoothie Holdings, LLC, RMFC has also licensed its franchisees in the past 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 offered RED MANGO-SMOOTHIE FACTORY Co-Brand licenses from December 2013 through December 2016 As of December 31, 2017, there were ~~99~~96 franchised RED MANGO stores in the United States, ~~17~~15 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 31, 2017, there were 26 franchised SMOOTHIE FACTORY franchises operating in the United States, one of which is 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 31, 2017, there were no franchised GREENZ

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 Executive Officer Craig Erlich

Mr Erlich has served as our President and Chief Executive Officer since December 2017 Mr Erlich has also served as President and Chief Executive Officer of our affiliates, RMFC, SHFC, and SSFC, in Dallas, Texas, since December 2017 Prior to December 2017, Mr Erlich served as our President and Chief Operating Officer and the President and Chief Operating Officer of our affiliates, RMFC, SHFC and SSFC, since November 2016 From March 2013 to October 2016, he served in various operations positions for our affiliate, RMFC, and its parent Red Mango, LLC, both in Dallas, Texas~~, from March 2013 to October 2016~~

Chief Financial Officer Richard Jensrud

Mr Jensrud has served as our Chief Financial Officer since our inception in July 2013 Mr Jensrud has also served as Chief Financial Officer of our affiliates, RMFC, and its parent Red Mango, LLC, since August 2011, SHFC since July 2013, and SSFC since July 2014, all in Dallas, Texas ~~Mr Jensrud~~Since July 2008, he has also ~~held~~served in various financial positions ~~with~~for our affiliate, RMFC, and its parent, Red Mango, LLC, both in Dallas, Texas~~, since July 2008~~

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 our affiliates, RMFC, and its parent, Red Mango, LLC, since May 2011, SHFC since July 2013, and SSFC since July 2014, all in Dallas, Texas

Chief Marketing Officer and Vice President of Franchise Sales Jim Notarnicola

Mr Notarnicola has served as our Chief Marketing Officer and Vice President of Franchise Sales since our inception in July 2013 Mr Notarnicola has served as Chief Marketing Officer and Vice President of Franchise Sales of our affiliates, RMFC since September 2013, SHFC since July 2013, and SSFC since July 2014, all in Dallas, Texas From March 2008 to September 2013 he served in various marketing and sales positions ~~with~~for our affiliate, RMFC, in Dallas, Texas~~, from March 2008 to September 2013~~

ITEM 3
LITIGATION

Concluded Actions

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 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

Litigation Against Franchisees in the Last Fiscal Year

During our last fiscal year, we instituted one lawsuit to enforce restrictive covenants in the franchise agreement The case was styled *Red Brick Pizza FC LLC v Shehzad Gill, et al*, Cause No 17-06044 (192nd District Court of Dallas County, Texas May 19, 2017)

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

ITEM 4
BANKRUPTCY

~~No~~On May 2, 2018, three of our affiliates (which were formed with the sole purpose of owning and/or operating two special venue RED BRICK PIZZA food court locations in malls) filed for protection under Chapter 7 of the U S Bankruptcy Code, styled as follows *In Re Red Brick Pizza Special Venues, LLC*, U S Bankruptcy Court Northern District of Texas, Case No 18 31561-7, *In Re RBP Northpark Mall, LLC* U S Bankruptcy Court Northern District of Texas, Case No 18-31560-7 *In Re RBP South County, LLC*, U S Bankruptcy Court Northern District of Texas, Case No 18-31559-7 These affiliates share our principal place of business

No other 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

Type of Fee	Amount	Due Date	Remarks
	additional term being purchased		
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
~~Noncompliance~~Administrative Fee	~~$250~~ $250 per enforcement effort (i e , written or verbal notification and follow up), and $250 per week for each week that the issue remains unresolved	On demand	~~Payable only in instances of non-compliance with System standards or the Franchise Agreement (other than non-payment of fees owed to us) If such non-compliance is ongoing, we may charge you $250 per week until non-compliance ceased~~ We may assess an administrative fee to compensate us for our time
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	

Mark	Registration Number	Registration Date	International Class
RED BRICK PIZZA	2679301	January 28, 2003	42
REDBRICK	3602376	April 7, 2009	43
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
Red Brick Pizza Kitchen Cafe	4978693	June 14, 2016	43
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
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

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	0	1	0
New York	0	0	0
Tennessee	0	0	0
Texas	1	1	0
TOTALS	1	2	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 31, 2017-, and who opened or signed a new franchise agreement during the period January 1, 2018 to April 22, 2018 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 31, 2017, and as of April 22, 2018 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 disclosure document as Exhibit E are our

(a) unaudited balance sheet as of April 22, 2018, and unaudited statement of operations for the period January 1, 2018 through April 22, 2018 THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM, and

~~(a)~~(b) audited balance sheets as of December 31, 2017, December 25, 2016, and December 27, 2015, 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

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 With regard to the Café Development Fee, we will defer collection of the Development Fee by agreeing to proportionally defer collection of the related initial franchise fees until we have met our material pre-opening obligations with regard to each respective Cafe Franchise Agreement, and the Cafe is open for business

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 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 Further, if at any time your Cafe fails to conform to System requirements, RBP has the right to impose and collect from you an administrative fee as described in this paragraph ("**Administrative Fee**") Specifically, ***(a)*** RBP may ~~charge~~impose and collect from you a $250 Administrative Fee for ~~any instance~~each "enforcement effort" that it undertakes on account of ~~non-~~your noncompliance with System standards (e g a letter, email, or telephone communication notifying you of noncompliance or continued noncompliance), and ***(b)*** if RBP has notified you of noncompliance and you have failed to correct the issue within seven days, RBP may impose and collect from you a $250 Administrative Fee per week until the issue has been corrected to its satisfaction RBP also may impose and collect a $250 Administrative Fee if you fail to acknowledge receipt of its communications to you, or to respond to its communications within 24 hours of delivery This fee is not a penalty, but is intended to compensate RBP for the additional costs that it incurs in enforcing your compliance with System standards, ~~the Manuals or this Agreement (other than your non-payment of fees owed to RBP) If such non-compliance is ongoing, RBP may charge you $250 per week until you cease such non-compliance This fee is a reasonable estimate of RBP's internal cost of personnel time attributable to addressing the non-compliance and~~ and is ~~not a penalty or estimate of all damages arising from your breach The non-compliance fee is in additional to all~~in addition to and not in lieu of ~~our~~any other rights ~~and~~or remedies ~~This fee is payable irrespective of~~ that RBP may have based on your noncompliance with System standards RBP may impose and collect the Administrative Fee whether ~~your~~or not the noncompliance at issue is of the type or degree that constitutes a material default of your obligations under this Agreement~~, or~~ and, if it is, whether or not a cure period applies At RBP's option, it may require you ~~may~~to demonstrate full compliance with your obligations by submitting to RBP a comprehensive ~~walkthrough~~walk-through video of your Cafe premises in accordance with RBP's standards

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 acknowledge that these changes and modifications may obligate you to invest additional capital in the Cafe and to incur higher operating costs, and you agree to do so You agree to comply, at your expense, with all such

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~~assign or sublet the lease after termination ~~any pizza~~ or expiration without renewal, to any person or Business Entity that will sell from the premises, any pizza 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 to 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 Café 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,

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~~time period 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,

may bring a legal proceeding pursuant to Section 19 3 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 Section 19 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, 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 Venue With respect to any controversies, disputes or claims which are not finally resolved through mediation as provided in Section 19 2, 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 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

19 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

19 6 WAIVER OF PUNITIVE AND CONSEQUENTIAL DAMAGES 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 SECTION 14 5 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 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

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

[Signature Page to Follow]

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~~time period 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

RED BRICK PIZZA FC LLC
FRANCHISE AGREEMENT

<u>ATTACHMENT I</u>

FRANCHISE INCENTIVE AMENDMENT

This Franchise Incentive Amendment to Red Brick Pizza FC LLC Franchise Agreement (this "**Franchise Incentive 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 Early Franchise Incentive Program The Early Franchise Incentive Program is not available for RED BRICK PIZZA Special Venue Cafes

B Further, You are one of the first ten (10) persons to sign a Franchise Agreement in 2018 for the development of a Cafe in the United States

C Accordingly, the parties desire to modify this Franchise Agreement to reflect the incentives offered under RBP's Early Franchise Incentive Program

NOW THEREFORE, in consideration of the mutual promises contained in this Franchise Incentive 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 <u>Definitions</u> Capitalized terms shall have the meanings ascribed to them in the Franchise Agreement unless otherwise defined herein

2 <u>Royalty Fee</u> The following provision supplements Section 4 2

Provided that your Cafe was opened to the public within the first fifteen (15) months of the initial term of this Agreement (i e , on or before _______________________) ("**Incentive Qualifying Open Date**"), then 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 "**EFI Contractual Obligations**")), Royalty Fee payments will be deferred until the Gross Revenue for your Cafe exceeds $1,000,000 (the "**Incentive Deferral Period**") If, upon expiration of the Incentive Deferral Period, you are in full compliance with your EFI Contractual Obligations and if, during the Incentive Deferral Period, you have substantially complied with your EFI Contractual Obligations, the accrued Royalty Fees will be waived If, during the Incentive Deferral Period, you fail to comply with your EFI Contractual Obligations, RBP may declare this provision null and void, in which event the Incentive Deferral Period will end and all accrued Royalty Fees will be immediately due and payable

Should you open your Cafe after the Incentive Qualifying Open Date, then you would not be eligible for the Incentive Deferral Period, however, you may still be eligible for the 6-month Royalty Fee deferral pursuant to the Royalty Fee Deferral Amendment, to the extent applicable

3 <u>Affirmation</u> All other terms of the Franchise Agreement are ratified and affirmed

~~*[Rest of Page Intentionally Left Blank, Signature Page Immediately Following]*~~

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.]~~

V 5

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 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~~time period 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

RED BRICK PIZZA FC LLC
CAFE 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~~time period 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

RED BRICK PIZZA FC LLC
CAFE 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]~~

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 "**Cafe 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~~agrees to defer your obligation to pay the Development Fee described in Section 3 1 by agreeing to proportionally defer collection of the related initial franchise fees until RBP has met its material pre-opening obligations ~~to you and you have commenced operation of the~~ with regard to each respective Café ~~contemplated under the first~~ Franchise Agreement ~~signed under~~, and 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~~open 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 Richard Jensrud	Name ____________________________
Title Chief Financial Officer	Title ____________________________

V 5

LIST OF FRANCHISED STORES OPEN
AS OF DECEMBER 31, 2017

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
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
2022	Emad Barsoum	Emad Barsoum	5000 Shelbyville Road, #1640	Louisville	KY	40207	404-840-2616
2025	NBBS Group LLC	Nisha Patel, Shabana Farooq, Bhailal Patel	650 Shoppes Blvd , Suite 754	North Brunswick	NJ	08902	732-853-7091
2009	Bhaisa Inc	Paresh Bhakta and Suresh Bhakta	2808 #2 N Telshor Blvd	Las Cruces	NM	88011	575-521-7300 575-405-4094
2008*	Shazil Hayat	Shazil Hayat	5615 Colleyville Blvd , Ste 310	Colleyville	TX	76034	817-808-4743

*Cafe was not renewed by prior franchisee and then closed, subsequently it has been reopened by new franchisee

LIST OF FRANCHISED STORES THAT OPENED DURING THE PERIOD JANUARY 1, 2018 TO APRIL 22, 2018

None

LIST OF FRANCHISEES WITH SIGNED FRANCHISE AGREEMENT BUT CAFÉ NOT OPEN AS OF DECEMBER 31, 2017 NOR AS OF APRIL 22, 2018

Franchisee	City	ST	Phone
Aaron and Amy Buck	Lindale	TX	817-822-1520

LIST OF FRANCHISEES WHO LEFT THE SYSTEM AS OF DECEMBER 31, 2017

Franchisee	City	ST	Phone
Arun Patel, Amish Patel and Kipti Patel	Fontana	CA	909-355-3637 909-355-3667 909-973-2604
K C A T LLC (Matthew Brandt)	Farmington	NM	505-320-6095 505-327-4757
Shehzad and Tracy Gill*	Colleyville	TX	817-503-7979 817-503-7979 817-917-1275

*Franchisee did not renew Cafe has been subsequently reopened by a new franchisee

LIST OF FRANCHISEES WHO LEFT THE SYSTEM DURING THE PERIOD JANUARY 1, 2018 TO APRIL 22, 2018

Franchisee	City	ST	Phone
Triple J M LLC (Jim and Margaret Sickler)*	Panama City Beach	FL	850 236 1413 850 236 1807 334 464-0337 850 867 8342
Bhaisa Inc (Paresh Bhakta and Suresh Bhakta)	Las Cruces	NM	575-521 7300 575-405 4094

*Franchisee did not renew Franchisee continues to operate a Cafe in the System

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

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 280 St Paul, Minnesota 55101-2198 (651) 539-1600	
NEW YORK	~~New York State~~NYS Department of Law ~~Bureau of~~ Investor Protection ~~and Securities~~Bureau ~~120 Broadway~~ 28 Liberty Street, 21st Floor New York, New York~~, New York 10271-0332~~ 10005 (212) 416-~~8000~~8236	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	

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
	Cranston, Rhode Island 02920 (401) 462-9585	
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 S Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-~~4823~~3563	
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	

Receipt

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

If 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).

~~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 5, 2018, as amended May 22, 2018

The franchise seller for this offering is (please complete)

Check All that Applies	Name	Principal Business Address	Telephone Number

Franchise sellers as of the Issuance Date

Check All that Applies	Name	Principal Business Address	Telephone Number
	Jim Notarnicola	2811 McKinney Ave, Suite 354, Dallas, TX 75204	214 302 5941
	Robert DiBartolomeo	8107 Longmeadow Lane, Tallahassee, Florida 32312	850 668 1010
	Russ Mushro	2811 McKinney Ave , Suite 354, Dallas, TX 75204	240 753 8808

I received a disclosure document with an issuance date of Mach 5, 2018, as amended May 22, 2018 (or the date reflected on the State Effective Dates page) that included the following Exhibits

State Specific Addenda

Exhibit A— Franchise Agreement and State-Specific Addenda Exhibit E Financial Statements
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
Addenda Exhibit G— List of State Administrators and Agents for Service of Process
Exhibit C General Release (Sample Form Only)
Exhibit D Table of Contents of Confidential Operations Manual Exhibit H— Receipts

DATED ______________________ ______________________

~~PRINTED NAME~~

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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Exhibit H— Receipts

DATED ______________________ ______________________

____

~~**PRINTED NAME**~~

______ ____ **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]